

## NOTICE OF OPEN MEETING

Notice is given that a **Regular Meeting** 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 11, 2016**, 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 21, 2016 regular Meeting and Public Hearing. **Not for public review at this time**
3. Approval of an order calling a general election on November 8, 2016 for the election of directors from District precinct numbers one (1), three (3) and four (4); approval of contracts for election services with Hays, Caldwell and Travis Counties; appointment of election officers; and, appointment of joint custodian of records. **Pg. 10**
4. Approval of an amendment to extend the contract with Brian Zavala for ongoing website maintenance and task-based improvements. **Pg. 40**
5. Approval of an interlocal funding agreement with Hays County to jointly fund Trinity Aquifer studies in Hays County. **Pg. 51**

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

1. **Standing Topics.**
  - i. Personnel matters and utilization
  - ii. Upcoming public events of possible interest

iii. Aquifer conditions and status of drought indicators

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

- i. Review of Status Update Report – at directors’ discretion **Pg. 61**
- ii. Update on activities related to GMA and regional water planning
- iii. Update on District grant projects and other Aquifer Science Team projects
- iv. Update on the activities related to the SH 45 SW roadway project
- v. Update on activities related to the HCP and the associated draft EIS
- vi. Update on activities related to the Dripping Springs TPDES permit application
- vii. Update on activities related to the Travis County PGMA
- viii. Update on interim legislative activity

4. **Discussion and Possible Action.**

- a. Discussion and possible action related to assessment of progress made towards achievement of District Goals set for FY 2016 and identification of possible goals for FY 2017. **NBU**
- b. Discussion and possible action related to conditional renewal of annual Production Permits for FY 2017 contingent on compliance with District rules and renewal requirements. **Pg. 68**
- c. Discussion and possible action related to approval of the FY 2017 Fee Schedule by Resolution No. 081116-01. **Pg. 72**
- d. Discussion and possible action related to approval of a list of contractors solicited and vetted through the District’s procurement process to provide various support services. **Pg. 81**
- e. Discussion and possible action related to revisions to the District’s Employee Policy Manual. **Pg. 87**
- f. Discussion and possible action related to interim legislative activity including Board Legislative Committee meetings and consideration of setting the District’s legislative agenda and Board response to Senate Committee testimony. **NBU**

5. **Adjournment.**

Came to hand and posted on a Bulletin Board in the Courthouse, Travis County, Texas, on this, the \_\_\_\_\_ day of August, 2016, at \_\_\_\_\_ .m.

\_\_\_\_\_, Deputy Clerk

Travis County, TEXAS

**Please note:** This agenda and available related documentation have been posted on our website, [www.bseacd.org](http://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.)*

- 1. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000.**
- 2. Approval of minutes of the Board's July 21, 2016 regular Meeting and Public Hearing.**
- 3. Approval of an order calling a general election on November 8, 2016 for the election of directors from District precinct numbers one (1), three (3) and four (4); approval of contracts for election services with Hays, Caldwell and Travis Counties; appointment of election officers; and, appointment of joint custodian of records.**
- 4. Approval of an amendment to extend the contract with Brian Zavala for ongoing website maintenance and task-based improvements.**
- 5. Approval of an interlocal funding agreement with Hays County to jointly fund Trinity Aquifer studies in Hays County.**

**ORDER CALLING ELECTION FOR NOVEMBER 8, 2016; 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 8, 2016 (the "Election") for the election of directors from the District precinct numbers one (1), three (3) and four (4); and

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

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

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

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

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

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

**Section 1. Call of Election; Date; Eligible Electors; and Hours.** A general election shall be held on Tuesday, November 8, 2016, which is seventy-eight (78) or more days from the date of the adoption of this order (the "Order") within the District single member precinct numbers one (1), three (3) and four (4) for the election of directors from precinct numbers one (1), three (3) and four (4) at which qualified electors of those precincts shall be entitled to vote for candidates for director from their respective precincts. The Board hereby finds that holding the election on such date, a uniform election date, is in the public interest. The hours during which the polling places are to be open at the Election shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

**Section 2. Conduct of Election, Joint Election Agreement, Contract for Election Services.** 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 the Hart Intercivic eSlate voting system, and Caldwell County will utilize the ES&S iVotronic voting system, which have all been approved for use by the Texas Secretary of State, and are as described under Title 8 of the Texas Election Code, for early voting by personal appearance and on election day. Paper ballots shall be utilized for early voting by mail.

Pursuant to Chapter 31 of the Texas Election Code, the Board orders that the Election be conducted under Contracts for Election Services with Caldwell, Hays and Travis Counties, all of 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 the elections jointly in election precincts that can be served by common polling places, and the Board is expressly authorizing this action. Pursuant to Chapter 271 of the Texas Election Code the Board hereby finds that this Election be conducted under the terms and conditions of one or more agreements to conduct joint elections which will be approved by the Board when available.

**Section 3. Voting Precincts; Polling Places; Election Judges, Alternates, Clerks and other Election Officials.** Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell, Travis and Hays County Election Precincts, that are wholly or partially within director precinct numbers one (1), three (3) and four (4) and within the territorial boundaries of BSEACD, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for BSEACD's election precincts shall be corresponding Caldwell, 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 Caldwell County Elections Officer, Travis County Elections Officer and the Hays County Elections Officer to serve as election workers. Such proposed presiding judges, alternate judges and clerks shall meet the eligibility requirement of Chapter 32, Subchapter C of the Texas Election Code. The rate of



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

**Section 4. Early Voting 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 Caldwell, Travis or Hays Counties, the Regular Early Voting Clerk shall forward those ballot applications or ballots voted by mail to the respective Joint Early Voting Clerk from either Caldwell, Travis or Hays County as appropriate.

Early Voting by Mail

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

County	Joint Early Voting Clerk
Caldwell	Pamela Ohlendorf Joint Early Voting Clerk – Director Election 1403 Blackjack Street, Suite C Lockhart, TX 78644
Hays	Joyce Cowan Joint Early Voting Clerk – Director Election 712 South Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Travis	Dana DeBeauvoir Joint Early Voting Clerk – Director Election 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, 2016 through October 28, 2016. The application must be received by October 28, 2016 (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.** On April 14, 2016, the Board appointed 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, Joyce Cowan as the Custodian for that portion of the District election conducted in Hays County, and Pamela Ohlendorf as the Custodian for that portion of the District election conducted in Caldwell County, all for the sole purpose of preserving all voted ballots for each respective County securely in a locked room in the locked ballot boxes for the period of preservation required by the Election Code.

**Section 7. Election information to be provided in Spanish.** Except as otherwise provided in the Joint Election Agreements and Contracts for Election Services, the Custodian of Records appointed by the Board shall be responsible for the preparation of notices, instructions, orders, ballots and other written material pertaining to the election and shall cause each such document to be translated into and furnished to voters in both the English language and the

Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternate language to properly participate in the election process.

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

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

**Publication of Notice of Election**

Notice of the election shall be published one time in the English and Spanish languages, in a newspaper published within BSEACD's territory, or if no such paper exists, a newspaper of general circulation within BSEACD's territory at least 10 days and not more than 30 days before the election and as otherwise may be required by the Texas Election Code, § 4.003.

**Posting of Notice of Election**

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

**Section 9. Authority of the President.** The President or, in the President's absence, the Vice President of the Board shall have the authority to take, or cause to be taken, all actions reasonable and necessary to insure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed.

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

**Section 10. Preamble Incorporation.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

**Section 11. Inconsistent Provisions.** All orders and resolutions, or parts thereof, in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such

conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

**Section 12. Governing Law.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 13. Severability.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

**Section 14. Notice of Meeting.** The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for at least 72 hours preceding the scheduled time of the meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

**Section 15. Authorization to Execute.** Blayne Stansberry, the President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President or, in the President's absence, the Vice President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the election.

**Section 16. Effective Date.** This Order is effective immediately upon its passage and approval.

*[This section intentionally left blank.]*

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BARTON SPRING/EDWARDS  
AQUIFER CONSERVATION DISTRICT**

\_\_\_\_\_  
Blayne Stansberry  
President, Board of Directors

**ATTEST:**

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Blake Dorsett  
Secretary, Board of Directors

[SEAL]

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**Article 1. ADMINISTRATOR'S DUTIES AND SERVICES.** The Administrator agrees to undertake certain responsibilities and perform the following services for BSEACD in connection with the General Election to be held on November 8, 2016:

1. Serve as the District's Election Officer, custodian of ballots and Early Voting Clerk for the election.
2. Recruit and appoint qualified persons to serve as presiding election judges and alternate judges, train the judges and clerks, and arrange for the use of polling places.
3. Procure and distribute election supplies, including preparation, printing and distribution of ballots.
4. Compile lists of eligible registered voters to be used in conducting the Election, including lists for early voting and for each precinct established for the Election.
5. Procure, prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.
6. Supervise the conduct of early voting by personal appearance and by mail, and supply personnel to serve as deputy early voting clerks.
7. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the BSEACD who are responsible for holding the Election.
8. Other incidental related services as may be necessary to effectuate the Election.
9. Remit to the BSEACD a detailed listing of expenses incurred to conduct the Election for payment within the time period set forth in Article 4. (Cost of Services).

**NOTHING IN THIS CONTRACT IS INTENDED TO LIMIT THE DISCRETION OF THE ADMINISTRATOR IN THE EXECUTION OF HER DUTIES. IT IS FOR THE ADMINISTRATOR, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.**

**Article 2. BSEACD DUTIES AND SERVICES.** The BSEACD agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the Election.
2. Prepare and publish all required Election notices.
3. Deliver to the Administrator as soon as possible, but not later than legally required before the Election, the ballot language including the list of candidates, or any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any Election documents into Spanish.
5. Pay any additional costs incurred by the Administrator if a recount for said Election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the Administrator.

**Article 3. ADMINISTRATION.** The Administrator will be responsible for administering this Contract and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Contract. The contact person and representative for the Elections Office is the Administrator, or her designee, and the contact person and representative for the BSEACD is Dana Christine Wilson.

**Article 4. COST OF SERVICES.** The BSEACD shall reimburse the Administrator for all expenses incurred for the Election, or any runoff Election that may be required and which is conducted by the Administrator. In addition, the BSEACD shall pay an administrative fee of 10% of the total cost of the Election and any runoff Election or \$75.00, whichever is greater. An itemized list of estimated elections expenses is attached as Exhibit "A" and incorporated by reference for all purposes. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff Election shall be treated as a separate election. Within 20 days of the completion of the Election, the Administrator shall submit a statement to the BSEACD listing all of the expenses and the administrative fee. The BSEACD shall pay the total amount within 45 days of receiving the statement of expenses.



**Article 5. LIABILITY.** The BSEACD shall be responsible for any actual expenses for repairs for any damage that occurs to the DRE machines and related voting equipment to the extent that any such repairs are not covered under the vendor's warranty. The BSEACD shall not be liable for any damage to a DRE machine or related voting equipment that is caused by a third party outside of the control of the BSEACD.

**Article 6. GENERAL CONDITIONS.** The following general conditions shall apply:

1. Nothing contained in this Contract shall authorize or permit a change in: (a) the office with whom or the place at which any document or record relating to the Election is to be filed; (b) the place at which any function of the canvass of the Election returns is to be performed; or (c) the officer to serve as custodian of voted ballots or other Election records.
2. The Administrator may assign deputies to perform any of the contracted services.
3. The Administrator may contract with third persons for Election services and supplies; and the Administrator will pay the claims for those election expenses, and shall remain responsible for the supervision and conduct of such third parties.
4. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas.
5. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.

**Article 7. MISCELLANEOUS.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, the BSEACD, or the Administrator, or to create any legal rights or claim on behalf of any third party. Neither the County, the BSEACD, nor the Administrator waives any defenses whatsoever, including, but not limited to, governmental immunity.

**Article 8. NOTICE.** Any notice provided for under this Agreement shall be forwarded to the following addresses:

Caldwell County Elections Administrator  
1403-C Blackjack St.  
Lockhart, TX 78644

Barton Springs Edwards Aquifer CD  
1124 Regal Row  
Austin, TX 78752

**SIGNED AND AGREED UPON THIS THE 18<sup>th</sup> DAY OF July, 2016.**

**Caldwell County Elections Administrator**

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**PAMELA S OHLENDORF**

**Barton Springs/Edwards**

**Aquifer Conservation District**

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**Blayne Stansberry**

**President, Board of Directors**

**ATTEST:**

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Blake Dorsett

Secretary, Board of Directors

**APPROVE AS TO FORM:**

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William D, Dugat III

Attorney for BSEACD

STATE OF TEXAS     }  
                              }  
COUNTY OF HAYS    }     CONTRACT FOR ELECTION SERVICES

**KNOW ALL PERSONS BY THESE PRESENTS:**

**THIS CONTRACT**, made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Barton Springs Edwards Aquifer Conservation District (the “**DISTRICT**”), a political subdivision located in Hays County, Texas, and the Hays County Elections Officer, (the “**OFFICER**”). The District and the Officer are sometimes hereinafter collectively referred to as (the “**PARTIES**”).

**WITNESSETH:**

**WHEREAS**, the Officer and the District, both of which are situated in Hays County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the Barton Springs Edwards Aquifer Conservation District General Election to be held on November 8, 2016; and

**WHEREAS**, the District and the Officer have determined that it is in the public interest of the inhabitants of the District that the following contract be made and entered into for the purpose of having the Officer furnish to the District certain election services and equipment needed for the District's elections.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

**Article 1. OFFICER'S DUTIES AND SERVICES.** The Officer agrees to undertake certain responsibilities and perform the following services for the District in connection with the General Election to be held on November 8, 2016 (the "Election"):

1. Serve as the District's Election Officer, custodian of ballots and Early Voting Clerk for the election.
2. Recruit and appoint qualified persons to serve as presiding election judges and alternate judges and train the judges and clerks; and arrange for the use of polling places.
3. Procure and distribute election supplies, including preparation, printing and distribution of ballots.
4. Compile lists of eligible registered voters to be used in conducting the Election, including lists for early voting and for each precinct established for the Election.
5. Procure, prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.
6. Supervise the conduct of early voting by personal appearance and by mail, and supply personnel to serve as deputy early voting clerks.
7. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the District who are responsible for holding the Election.
8. Prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the District as soon as possible after receiving the precinct returns on election day night
9. Other incidental related services as may be necessary to effectuate the Election.
10. Remit to the District a detailed listing of expenses incurred to conduct the Election for payment within the time period set forth in Article 4. (Cost of Services).

**NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE OFFICER IN THE EXECUTION OF HER DUTIES. IT IS FOR THE OFFICER, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.**

**Article 2. DISTRICT'S DUTIES AND SERVICES.** The District agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the election.
2. Prepare and publish all required election notices.
3. Deliver to the Officer as soon as possible, but not later than legally required before the Election, the ballot language including the list of candidates, or any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any election documents into Spanish.
5. Pay any additional costs incurred by the Officer if a recount for said Election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the Officer.

**Article 3. ADMINISTRATION.** The Officer will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the Elections Office is the Officer, or designee, and the contact person and representative for the District is Dana Christine Wilson.

**Article 4. COST OF SERVICES.** The District shall reimburse the Officer for all expenses incurred for any election, or any runoff election that may be required and which is conducted by the Officer and, in addition, the District shall pay an administrative fee of **10%** of the total cost of the election. An itemized list of estimated election expenses is attached as Exhibit "A" and incorporated by reference for all purposes. In the event the services are provided for joint elections, the cost shall be equally prorated between the participating entities. A runoff election shall be treated as a separate election. Within 20 days of the completion of the election, the Officer shall submit a statement to the District listing all of the expenses and the administrative fee. The District shall pay the total amount within 45 days of the election or any runoff election.

**Article 5. LIABILITY.** The District shall be responsible for any actual expenses for repairs for any damage that occurs to the DRE machines by the District to the extent that any such repairs are not covered under the vendor's warranty. The District shall not be liable for any damage to a DRE machine that is caused by a third party outside of the control of the District.

**Article 6. GENERAL CONDITIONS.** The following general conditions shall apply:

1. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to the elections is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.
2. The Officer may assign deputies to perform any of the contracted services.
3. The Officer may contract with third persons for Election services and supplies; and the Officer will pay the claims for those election expenses, and shall remain responsible for the supervision and conduct of such third parties.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.
5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.

**Article 7. MISCELLANEOUS.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, the District or the Officer, or to create any legal rights or claim on behalf of any third party. Neither the County, the District, nor the Officer waives any defenses whatsoever, including, but not limited to, governmental immunity.

**Article 8. NOTICE.** Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County

Barton Springs Edwards Aquifer Conservation District

Elections Administrator

1124 Regal Row

712 S. Stagecoach Trl, Ste. 1045

Austin, TX 78752

San Marcos, TX 78666

**SIGNED AND AGREED UPON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**Hays County Elections Administrator**

\_\_\_\_\_

**JOYCE A. COWAN**

**Barton Springs/Edwards**

**Aquifer Conservation District**

\_\_\_\_\_

Blayne Stansberry

President, Board of Directors

**ATTEST:**

\_\_\_\_\_

Blake Dorsett

Secretary, Board of Directors



**APPROVE AS TO FORM:**

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William D, Dugat III

Attorney for BSEACD

# 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.

## 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date 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 1.(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 45<sup>th</sup> 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 60<sup>th</sup> day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53<sup>rd</sup> 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 53<sup>rd</sup> 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 90<sup>th</sup> 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 90<sup>th</sup> 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 11<sup>th</sup> 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

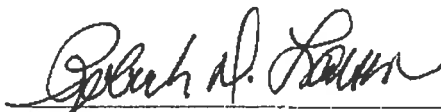
(N) This agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(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 8<sup>th</sup> day of October, 2014.

**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

**Amendment No. 1 to the Agreement for Web Maintenance Services Between  
Barton Springs/Edwards Aquifer Conservation District  
and  
Brian Zavala**

This is Amendment No. 1 is 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. This amendment extends the term of the Agreement. All other provisions will remain as is in the existing Agreement, as amended.

Amendment No. 1 is entered into by the District and the Contractor as evidenced by the signatures below with an effective date of August 31, 2016. 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, 2018.

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

**Contractual Agreement for Professional Website Maintenance Services  
Between Barton Springs/Edwards Aquifer Conservation District  
and  
Brian Zavala**

This agreement between the Barton Springs/Edwards Aquifer Conservation District (hereinafter "District"), 1124 Regal Row, Austin Texas 78748, Tel. 512-282-8441, a local political subdivision of the State of Texas; and Mr. Brian Zavala, 4522 Patriot Dr., Corpus Christi, Texas 78413, Tel. 512-587-6617, a sole proprietorship, as contractor (hereinafter "Contractor") establishes a 3-year Professional Website Maintenance Agreement that follows the previous agreement, which was completed to the satisfaction of both District and Contractor (hereinafter collectively, the "Parties") and is now replaced by this Maintenance Agreement that governs the contractual arrangement for all purposes as of the Effective Date. This Contract is made with an Effective Date of September 1, 2013, and will terminate no later than August 31, 2016, subject to the Funding Limitation and Term provisions of Section III below.

**Section I  
Engagement of Contractor**

The District is a political subdivision of the State and is responsible for the protection, conservation, and management of groundwater within its jurisdictional boundaries in the Austin/Central Texas area. The Contractor is an independent website design, maintenance, and hosting consultant that previously worked on the original contract that is being amended herein. The District agrees to engage Contractor to supply certain services under the terms and conditions set forth in this contract, and the Contractor agrees to perform such services under the terms and conditions set forth in this contract.

**Section II  
Scope, Compensation and Deliverables**

The District previously engaged the Contractor to take primary responsibility to design, construct and implement a new website for the District, in close communication and coordination with District staff, to provide increased functionality, user-friendliness, and ease of updating by District staff. This amended contract specifies a Maintenance Phase, called herein Phase IV, which includes two tasks: Task 1 is a modular work element which will be used to perform individually agreed task orders that may arise and be individually agreed between the parties. Task 2 is a continuing maintenance arrangement for the website and especially its content management system that requires the expertise of the Contractor. In both of these tasks, it is expressly agreed that the Contractor, the District's staff, especially its environmental educators, and from time to time other District consultants will work closely together and communicate regularly and frequently during the course of the work. Contractor will submit work completion summaries along with invoices for the work. Contractor will be available to District staff via telephone and email during all normal working hours.

**Phase IV, Task 1 – Task Order Modules**

This task includes more or less stand-alone work modules that are required from time to time to improve functionality or performance of the website during the Term of this agreement. The scope and

costs of these task orders, which generally cannot be considered ongoing maintenance, will be negotiated between the Parties and individually authorized by the District. These task order modules will ordinarily be executed and conducted on a firm fixed-price basis and will not cause the total amount paid per task order to the Contractor to exceed \$5,000 per fiscal year.

#### **Phase IV, Task 2 – Content Management System Maintenance**

This system is used to create, edit, manage, and publish content in a consistent and organized fashion. CMSs are frequently used for storing, controlling, versioning, and publishing industry-specific documentation such as news articles, operators' manuals, marketing brochures, image media, audio files, video files, electronic documents, and web content. The CMS is designed to allow District staff to perform most of the updating of the content. Under this task, the Contractor will provide continuing ordinary maintenance for the CMS features including among others:

- Login system for access to management of content
- System administrator roles and user access. Ability for administrators to create and/or edit the following content items:
  - Web pages
  - Media Files
    - Videos
    - Images
    - Audio
  - Documents
  - Events
  - Forms
  - News
- Workflow tasks for collaborative creation, coupled with event messaging, so that content managers are alerted to changes in content (for example, a content creator submits a story, which is published only after the copy editor revises it and the editor-in-chief approves it).
- Dynamic website elements
- Web page templates and graphics
- Search Engine

For Task 2, the Contractor will be paid on a time-and-materials, not-to-exceed basis. The hourly rate will be \$75 for such work, with up to 4 hours, or \$300, per month, allocated to this maintenance. It is understood by both Parties that some months may involve no or fewer hours for this ordinary maintenance work. Contractor will invoice the District quarterly for such maintenance under this Task 2, showing hours actually required per month. If work is needed that will involve a level of effort beyond this limitation, Contractor will prepare a written description of the work needed, the problem or issue that it will solve, a work schedule, and a fixed-price cost for such work, which may be undertaken at the District's sole discretion as a module under Task 1 of this agreement.

### **Section III Term; Termination**

The term of this contract amendment ends on August 31, 2016, and Contractor warrants its capability and willingness to perform the work until this termination date. It is acknowledged by Contractor that

funds for this agreement are budgeted only for the current fiscal year, ending August 31, 2014, and while it is the District's intent to fund future fiscal years under this agreement, the District can only commit to a budget for then-current fiscal year ("Funding Limitation"). Work beyond that Funding Limitation, even if directed by the District, is at Contractor's risk and Contractor has no obligation to perform such work.

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

#### **Section IV Relationship of Parties; Liaison**

The parties intend and agree that Contractor, in performing the specified services, will act as an independent contractor and not as an employee of the District, and that Contractor retains control of the work and the manner in which it is performed. Contractor agrees that he will be personally involved in designing, constructing and implementing all modules of the proposed project, although he may employ subcontract labor with the prior written approval of the District. The above notwithstanding, Contractor understands that the District intends for its staff to be collaboratively engaged with the Contractor in the conception of modules and other deliverables and to assist Contractor in the performance of these services. Contractor will be free to contract for similar services to be performed by him for other clients while Contractor is under contract with the District, provided no conflict of interest exists or arises with the District and that the services to be provided by Contractor to such other persons do not interfere with the substantive and timely performance of Contractor's obligations under this contract. Contractor is not and is not to be considered an agent or employee of the District, will not have the rights of an employee of the District, and is not and will not be or become entitled to participate in any pension plans, bonus, or similar benefits that the District provides its employees. Mr. John Dupnik will be the District's representative and authority for contractual matters of scope, schedule, and budget; and Ms. Robin Gary will provide technical direction to and manage the liaison with the Contractor.

#### **Section V Ownership of Intellectual Property; Licenses; Provision of Source Code; Contractor Representations and Warranties; Indemnification by Contractor**

##### **Definitions**

**"Contractor Functional Works"** shall mean and include Work Product of any kind created or developed by or for Contractor and used by Contractor in or for the development of deliverables under this contract, including but not limited to the new website or portions thereof, that is functional in character (rather than merely content) and on which the functioning of the new website or any portion of it, or any other deliverable, depends in whole or part, directly or indirectly, and that is not a Non-Functional Work or Third-Party Functional Technology.

**"Third-Party Functional Technology"** shall mean and include materials, including but not limited to website development tools, software or other computer applications, routines, subroutines, data, databases, operating systems, programs or any other elements, that are owned by third parties, which pre-exist this contract and which Contractor is licensed to use, and that Contractor uses to develop, or



may include in, the new website or parts thereof, or other deliverables under this contract. It may include, but is not limited to: PHP, Apache, MySQL, Linux, Windows, osCommerce, or other similar kinds of tools, software and databases.

**“Non-Functional Works”** shall mean and include

- (i) all substantive content of any kind contained in or displayed on the website from time to time, regardless of authorship;
- (ii) all substantive content of all deliverables under this contract, regardless of authorship; and
- (iii) (A) all other work product of any kind, whether Work Product of Contractor or otherwise, incorporated in or otherwise a part of the new website or any part thereof, or of any deliverable under this contract; and (B) other Work Product of Contractor provided or created under or related to this contract, that is non-functional in character, and is capable of being copyrighted, other than Third Party Functional Technology or Contractor Functional Works; and
- (iv) as well as content, Non-Functional Works shall include, but not be limited to, portions of the new website or other deliverables that include: user interfaces; I/O and display interfaces; screens and other displays, website pages and layouts, interactive interfaces and displays; and other non-functional aspects of work product that constitute or contribute to, in whole or part, the “look and feel,” layout and appearance of the website interfaces or displays.

**“Work Product of Contractor”** shall mean and include any and all work product of Contractor, including but not limited to the website modules and other deliverables under this contract, developed or used in or related to Contractor’s performance under this contract, including any third-party works used by Contractor.

**“Contractor”** shall mean and include, unless otherwise expressly stated or otherwise required by context, the Contractor and also Contractor’s subcontractors, agents, employees, partners or other principals, and other third parties who have assisted in or otherwise contributed to Contractor’s development of deliverables or other work product under or related to this contract.

### **Third-Party Functional Technology**

Contractor shall retain any and all ownership or licensee rights or other interests he has in any “Third-Party Functional Technology.”

Contractor shall provide the District with a copy of Contractor’s license(s) for any Third-Party Functional Technology included in the website or any deliverables.

Contractor grants the District a non-exclusive, perpetual and irrevocable, royalty-free license (**“Functional Technology License”**) to use the Third-Party Functional Technology that Contractor has incorporated in the new website or any other deliverable under this contract; or on which the functioning of the new website or any portion of it, or of any other deliverable, depends or is predicated. The Functional Technology License includes the right to use the Third Party Functional Technology in any derivative versions of the website, regardless of by whom such derivative versions may be created or developed. The District’s right to use open source software under the Functional Technology License is subject to any applicable open source licenses and restrictions.

### **Functional Works by Contractor**

Contractor shall retain any and all ownership rights or other interests he has in any Contractor Functional Works.

Contractor grants the District a non-exclusive, perpetual and irrevocable, royalty-free license (“**Functional Works License**”) to use the Contractor Functional Works that Contractor has incorporated in the new website or any deliverable under this contract, on which the functioning of the new website or the deliverable depends or on which the new website or deliverable is predicated; and to use the Contractor Functional Works in any derivative versions of the website, regardless by whom such derivative versions may be created or developed.

### **Non-Functional Works by Contractor or District**

The District shall own any and all right, title and interests in, to and concerning any “Non-Functional Works” incorporated in the new website or any deliverable of this contract, whether such Non-Functional Works are developed in whole or part by Contractor (including, without limitation, any employee or subcontractor of Contractor) or by the District, or are develop by a third party for the District. Such rights include but are not limited to the copyrights or other intellectual property, trade secrets or other proprietary or confidential information contained in or a part of such Non-Functional Works, or any derivative works thereof.

The parties agree that the Non-Functional Works are intended to be and shall be works-made-for-hire by Contractor for the District, to the extent permitted and recognized as such by applicable law; but if applicable law does not recognize such works as works-made-for-hire, it is the parties’ understanding and intent that the Non-Functional Works and all right, title and interest therein and thereto nonetheless shall be and belong to the District. To that end, Contractor hereby conveys to the District, to the extent recognized and permitted by law, all right, title and interest in and to the Non-Functional Works; and if such present conveyance be ineffective or incomplete, Contractor here promises and agrees to convey to the District all right, title and interest in and to the Non-Functional Works upon request when all or any part is created.

Contractor agrees to execute documentation appropriate to convey the Non-Functional Works to the District, and to cooperate fully with the District to accomplish such conveyance.

The District’s rights in and to the Non-Functional Works shall exist from the moment of the creation of those works, in whole or any part; the District’s rights do not depend either on the completion or delivery of a Non-Functional Work or on completion, delivery or functioning of the website or any constituent module or component as a whole.

### **Licenses**

The Functional Works License and the Functional Technology License shall include, without limitation hereby, the right of the District to:

- (i) Install the works on computer systems owned, leased or otherwise controlled by the District, or otherwise used in the conduct of the District’s business from time to time;

(ii) Utilize the works for and in aid of the District's governmental and other functions, and for such other purposes as are a necessary or appropriate incidents to those functions;

(iii) Copy or adapt the works as necessary or appropriate to the exercise of the rights granted in the license, including but not limited to making, storing or installing copies on as many servers or other computers as are reasonably necessary or appropriate for the conduct of the District's functions, together with such back-up or archival copies as may be reasonably necessary or deemed appropriate from time to time by the District; and

(iv) To the extent permitted by applicable third-party or open source licenses, to adapt or modify the works as may be necessary or appropriate to continue to use the works as changes (including but not limited to upgrades, modifications, fixes, new releases, improvements or other changes or alterations) (collectively, "Changes") of any kind are made to computers or other equipment (whether now existing or later produced) on, by or with which the works are or may be used, or to any programs, operating systems, protocols, applications or other software of any kind (whether now existing or later developed) on, by, under or with which the works are or may be utilized, or on which utilization of the works depends or relies in whole or any part.

The Functional Technology License shall commence and exist from the time any Third-Party Functional Technology is included in any portion of the new website or in any other deliverable, and the Functional Works License shall exist from the time any Contractor Functional Works are included in any portion of the new website or in any other deliverable; whether such portion of the website or such deliverable is complete or only partially complete, has been delivered or is functional; and the licenses shall apply even if this contract is terminated before completion of the contract or the website or any deliverable or parts thereof, and the District or a third party completes the work.

The District's right to use open source software under the Functional Technology License is subject to any applicable open source licenses and restrictions.

### **Source Code**

Upon request, Contractor will provide to the District, in a form and on media acceptable to the District, a copy of all applicable source code and a copy of all applicable object code for the new website. Upon termination of this contract for any reason before Delivery, Contractor will provide to the District, in a form and on media acceptable to the District, a copy of all applicable source code and a copy of all applicable object code for those portions of the new website or other deliverables existing in whatever form and degree of completion, whether or not delivered, installed or functioning.

For any included Third-Party Functional Works for which Contractor does not have the right to deliver source code, it shall be sufficient for Contractor to identify such included Third-Party Functional Works and provide only object code.

Except for source code related to Non-Functional Works, the source code shall be used by the District solely to maintain the website and other deliverables, or to make permitted adaptations and modifications, and shall be subject to every restriction on use set forth in any applicable third-party license (a copy of which shall be provided by Contractor). The District agrees, to the extent permitted under the Texas Public Information Act, not to disclose the source code of other than Non-Functional Works to third parties except on a need-to-know basis under an appropriate confidentiality agreement.

## **CONTRACTOR REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to the District that, with respect to each element of work product Contractor delivers to the District under this contract:

The element will comply with the functionality, reliability and other specifications in this contract;

Contractor is the owner, original author (in the sense that term is used in United States copyright law) or patent holder of the element, or is a valid licensee thereof, with the legal right to use, adapt and modify the element as he has done, and to include it in Work Product of Contractor;

Contractor has the legal right to license use by the District of the element (or sublicense it, as the case may be) for the uses and other rights granted to the District in the licenses granted by Contractor herein;

Contractor has, or will have on or before their completion, as applicable, sole ownership and title to the Non-Functional Works, and the right to convey to the District all right, title and interest in and to them (except to the extent, if any, that the District or any District personnel own such rights jointly or separately in some or all of the Non-Functional Works or parts thereof);

Contractor has license rights or other legally-enforceable consent from all applicable third-parties (i) to use and include in the element and Third Party Technology and any other third-party applications or elements Contractor has included; and (ii) to license the use by the District of the Third Party Technology and of those other third-party applications and elements, as provided in the licenses granted by Contractor;

Contractor has not previously granted any exclusive rights to any third party to use the element, or any parts thereof, and Contractor will not do so in the future;

Contractor has not previously sold, pledged, promised, licensed, conveyed, or otherwise encumbered the element, in whole or part, to or in favor of any third party, in any manner that would prevent or impair in any way the full exercise by the District of all rights granted to the District in the licenses granted by Contractor in this contract; and Contractor will not do so in the future;

Contractor has not and will not knowingly infringe on the intellectual property of any third party in the creation, development and implementation of any element;

As of the date of Delivery, or of termination of this contract, as applicable, Contractor is not aware of any third-party claims concerning Contractor's rights to use or to license or sub-license the element or any parts of it, that would or might impair, interfere with or prevent the full and complete exercise by the District of all rights granted to the District in the licenses granted by Contractor in this contract; and Contractor will promptly inform the District in writing of any such claims of which Contractor becomes aware, whether during or after the term of this contract;

Contractor is not aware of any claims that the element infringes any third-party intellectual property, including without limitation copyrights, patents, trademarks or service marks, trade secrets, trade dress or other proprietary materials, and will promptly inform the District of any such claims of which Contractor becomes aware; and

Contractor will keep strictly confidential all confidential information of the District which may be disclosed to Contractor, or of which Contractor may become aware, in the course of performing this contract or any subsequent hosting or maintenance of any kind.

### **Cooperation**

Contractor agrees to cooperate fully with the District in the investigation, defense or settlement of any third-party claim against the District that any work product delivered by Contractor under this contract infringes the intellectual property rights of the third party; and in the protection of intellectual property of the District arising from or related to this contract..

### **Indemnification**

**CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES, PENALTIES, FINES OR OTHER ASSESSMENTS INCURRED BY OR IMPOSED ON THE DISTRICT (OR ANY DISTRICT OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS) FOR OR IN RELATION TO ANY CLAIMS BY THIRD PARTIES THAT WORK PRODUCT DELIVERED TO THE DISTRICT BY CONTRACTOR UNDER THIS CONTRACT INFRINGES ANY SUCH THIRD PARTY'S INTELLECTUAL PROPERTY OR CONSTITUTES A MISAPPROPRIATION OF SUCH INTELLECTUAL PROPERTY, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN THE DEFENSE OR SETTLEMENT OF SUCH CLAIMS.** For the purposes of this provision, "intellectual property" includes without limitation any and all copyrights, patents, trademarks or service marks, trade secrets, trade dress, or any other proprietary materials of a person or entity.

### **Section VI Miscellaneous**

(i) Venue for all claims and disputes arising under or related to this contract shall be and lie exclusively in the state and county courts of Travis County, Texas, USA, and the federal district court of the Western District of Texas, Austin Division.

(ii) The laws of the State of Texas, excepting its choice of laws provisions, shall govern this contract and its interpretation, construction and application, and any disputes or claims arising under or related to this contract.

(iii) This is the complete agreement between the parties concerning the subject matter hereof, and no prior oral or written provisions, undertakings, understandings, promises or representations shall have or be given effect to modify, limit, negate or augment the provisions of this contract. This contract may be amended only by writing duly executed by both parties.

(iv) Notices given in relation to this contract shall be in writing and shall be deemed given (i) when delivered personally to the recipient's address appearing in the opening paragraph of this contract; (ii) three (3) business days after being deposited in the U.S. Mail, postage prepaid, and addressed to the recipient's address as stated in the opening paragraph of this contract; or (iii) upon delivery by a national courier service, capable of tracking and documenting shipping and delivery, to the recipient at the address stated in the opening paragraph of this contract.

(v) In the event any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract shall be valid and enforceable to the maximum extent permitted by law.

(vi) No term or provision of this contract shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this contract shall not be deemed to be amended by any such event of waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

(vii) Descriptive headings or captions in this contract are for convenience only and shall not affect the construction or application of this contract. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.

(viii) When mediation is acceptable to the parties in resolving a dispute arising under or related to this contract, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in TEX. CIV. PRAC. & REM. CODE ANN. § 154.023. Unless the parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. & REM. CODE ANN. § 154.073, unless the parties agree in writing to waive such confidentiality. Neither party may be compelled to arbitrate any dispute or claim arising under or related to this contract without its express consent.

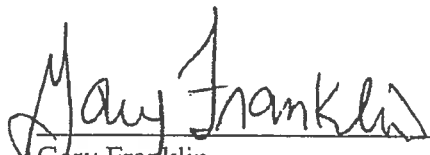
(ix) **Attorney's fees.** In the adjudication of any dispute or claim arising under or related to this contract, the prevailing party shall be entitled to recover its taxable costs of court and reasonable attorney's fees.

(x) **Confidential information.** Contractor agrees to hold and keep strictly confidential any information, documents or other records disclosed to Contractor by the District that are identified by the District as confidential, sensitive, proprietary or otherwise privileged under the law; and to promptly advise the District in writing if such confidential information is provided to or accessed by unauthorized persons.

*[This space intentionally left blank.]*

The parties have executed this agreement in Austin, Texas, on the 27<sup>th</sup> day of March, 2014.

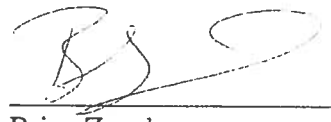
**For Barton Springs/Edwards Aquifer  
Conservation District,  
The District:**

  
\_\_\_\_\_  
Gary Franklin  
Board President

3/27/14  
\_\_\_\_\_  
Date

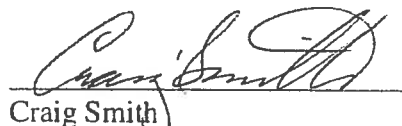
**For Brian Zavala,**

**Contractor:**

  
\_\_\_\_\_  
Brian Zavala  
Principal of Contractor

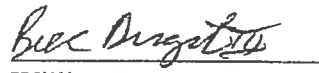
3/28/14  
\_\_\_\_\_  
Date

**Attest:**

  
\_\_\_\_\_  
Craig Smith  
Board Secretary

3/27/14  
\_\_\_\_\_  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
William D. Dugat, III  
Counsel

March 27, 2014  
\_\_\_\_\_  
Date

## **INTERLOCAL FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING**

This Interlocal Funding Agreement and Memorandum of Understanding (the "Agreement") is hereby executed this the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Barton Springs Edwards Aquifer Conservation District, a special district created under Chapter 8802 of the Texas Special District and Local Laws Code and having authority under Chapter 36 of the Texas Water Code ("BSEACD"), and Hays County, a political subdivision of the State of Texas ("the County") (collectively, the "Parties"), related to study of the Edwards and Trinity aquifers in Hays County and the region.

### **RECITALS**

**WHEREAS**, the County and BSEACD have a history of collaborating to study and better understand the availability of groundwater within Hays County and the region; and

**WHEREAS**, Hays County and BSEACD executed a Memorandum of Understanding in 2008 to collaboratively review Groundwater Availability Studies in an effort to have a better understanding of the availability of groundwater; and

**WHEREAS**, BSEACD believes that the installation of one or more multiport monitoring wells will better enable the study of groundwater availability and the understanding of the regional effects of drawdown; and

**WHEREAS**, the Parties agree that the best way to promote their mutual desire to have a better understanding of groundwater availability is to collaboratively fund BSEACD's monitoring of groundwater within the region;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual terms and conditions of the Parties in this Agreement, the County and BSEACD agree as follows:

### **ARTICLE 1 PURPOSE**

The purpose of this Agreement is to provide BSEACD with sufficient funding to enhance subsurface characterization with the installation of a multiport monitoring well within Hays County ("Hays County Monitoring Well"), dye tracing, stream flow measurements, and other activities that will provide data that could support an expansion/refinement of the Hill Country Trinity Groundwater Availability Model ("GAM") by the Texas Water Development Board ("TWDB").



## **ARTICLE 2 OBLIGATIONS AND RIGHTS OF BSEACD**

**2.1** BSEACD hereby agrees to perform all tasks associated with the "Hill Country Trinity GAM Support Project," which is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Project").

**2.2** BSEACD agrees to perform the Project in general accordance with the schedule attached hereto as Exhibit "B" (incorporated herein), delivering a preliminary report on the Hays County Monitoring Well by June of 2017 and continuing to perform support tasks, such as Geologic Mapping, Potentiometric Measuring, Analysis of Stream Gain/Loss, and Dye Tracing, through the end of calendar year 2017.

## **ARTICLE 3 OBLIGATIONS OF THE COUNTY**

**3.1** Hays County agrees to provide currently budgeted funds, to BSEACD, for its Project activities within Hays County as follows: A) Within thirty (30) days of the Effective Date, the County shall pay BSEACD eighty thousand dollars (\$80,000.00 USD) for the installation of a multiport monitoring well and the performance of supporting activities, as highlighted in Exhibit "B". B) On or about May 1, 2017, the County shall pay BSEACD an additional twenty thousand dollars (\$20,000.00 USD) for the performance of supporting activities and the preparation of a preliminary report, as highlighted in Exhibit "B".

**3.2** If BSEACD is unable to or does not otherwise perform the tasks cited in Exhibit "B" by end of calendar year 2017, then BSEACD shall return the monies paid by Hays County within thirty (30) days of the end of the 2017 calendar year. If BSEACD performs only a portion of the tasks cited in Exhibit "B" by end of calendar year 2017, then it shall return an appropriate portion of the monies paid by Hays County, as agreed by the Parties.

## **ARTICLE 4 TERM AND TIME OF PERFORMANCE**

**4.1** The effective date of this Agreement shall be the date last executed by the Parties, below (the "Effective Date"). The term of the Agreement shall continue from the Effective Date until January 31, 2018, or until the Parties have fulfilled all obligations under this Agreement.

## **ARTICLE 5 NOTICE**

**5.1** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the County:

Hays County  
Attn: County Judge  
111 E. San Antonio, Suite 300  
San Marcos, Texas 78666  
(512) 393-2205

If to BSEACD:

Barton Springs/Edwards  
Aquifer Conservation District  
Attn: John T. Dupnik, P.G.,  
General Manager  
1124 Regal Row  
Austin, Texas 78748  
(512) 282-8441  
(f): (512) 282-7016  
Email: jdupnik@bseacd.org

**ARTICLE 6  
DISPUTE RESOLUTION**

**6.1 Negotiation.** The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Agreement, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes subject to approval of the party's governing body. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Agreement a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

**6.2 Mediation.** If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other Party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other Party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the Parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the Parties. The fees and expenses of the Mediator shall be borne equally by the Parties.

**6.3 Litigation.** If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

## ARTICLE 7 MISCELLANEOUS

7.1 Not-to-Exceed: Budget Out. Under no circumstances shall the County's obligation exceed the amount cited in Section 3.1. above, unless otherwise agreed in writing by the Parties. Notwithstanding any other provision of this Agreement, if BSEACD or the Flays County Commissioners Court fails to appropriate or budget funds to meet the terms and conditions cited herein, then the non-appropriating entity shall not be obligated to fulfill the its obligations under this Agreement.

7.2 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and BSEACD and supersedes all prior negotiations, representations or arguments either written or oral.

7.3 Lawful Authority. The execution and performance of this Agreement by the County and BSEACD have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and BSEACD in accordance with its terms.

7.4 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

7.5 Independent Parties. It is understood and agreed between the Parties that the County and BSEACD, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture.

7.6 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.7 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.8 No Waiver. No waiver by a Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.9 Public Information Act. BSEACD and the County are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

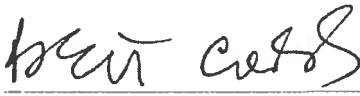
7.10 Additional Documents. BSEACD and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.11 Compliance with Laws. In performing this Agreement, BSEACD will comply with all local, state and federal laws.

7.12 Counterparts. This Agreement has been executed by the Parties in multiple originals or counterparts each having full force and effect.

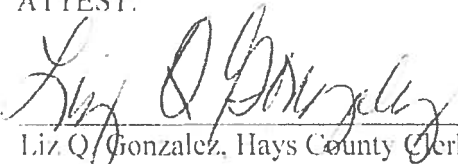
This Interlocal Funding Agreement and Memorandum of Understanding is hereby EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2016.

**County of Hays:**

By:   
Judge Bert Cobb, M.D.  
Hays County Judge



ATTEST:

  
Liz Q. Gonzalez, Hays County Clerk

**Barton Springs Edwards Aquifer Conservation District:**

By: \_\_\_\_\_  
Blayne Stansberry  
Board President

**EXHIBIT "A"**  
**Hill Country Trinity GAM Support Project**

### Hill Country Trinity GAM Support Project

The Barton Springs/Edwards Aquifer Conservation District (BSEACD) is planning studies of the Trinity Aquifers in Hays and Travis Counties to gain a better understanding of the aquifers for groundwater management and to support the development of an updated conceptual model that the Texas Water Development Board (TWDB) will use to revise the Hill Country Trinity Groundwater Availability Model (GAM). The key components of these studies will be:

- subsurface characterization with installation of two multiport monitor wells;
- dye tracing to determine flow paths from recharge features to wells and springs;
- stream-flow measurements;
- water-level measurements in wells;
- analysis of surface water and groundwater chemistry;
- and aquifer tests of representative wells.

Data collected from these studies will provide a better understanding of how water moves from the surface into the various Trinity Aquifers, how groundwater might move vertically between the aquifers, and vertical and horizontal distribution of water quality. A revised Hill Country Trinity GAM will make use of the collected data and the improved conceptual model that will come from these studies, and will be a critical tool for evaluating impacts to the aquifers, to wells, and to springs from increased pumping from the Trinity Aquifer.

Some of the partners with BSEACD in these studies will be Edwards Aquifer Authority, Hays Trinity Groundwater Conservation District, Hays County, Travis County, and several volunteers that have been working with BSEACD on previous studies of the Trinity Aquifers. TWDB has authorized spending \$355,000 on data collection and analysis to develop an updated conceptual model of the Hill Country Trinity Aquifers. This effort by TWDB will use existing data and data collected by this BSEACD project. The actual model development will come later as a separate phase.

An initial budget for the Hays County portion of the project is shown below. This budget is separate from the budget that TWDB will be spending. A similar budget will be needed for the Travis County portion of the project. We anticipate purchasing equipment for that monitor well before the end of September so that those funds could be spent during FY 2016. The equipment will cost about \$57,000. Drilling and installation of the well will take place in FY 2017. Total cost of the well is estimated to be about \$140,000. If Hays County can put an additional \$43,000 toward the project, the District and other partners can fund the remaining costs.

Task	Cost \$K	BSEACD	Hays Co.	EAA
Multiport wells	140	30	80	30
Dye tracing	15	5	5	5
Flow/head measurements	15	5	5	5
Water chemistry	20	5	5	10
Monitor well modifications	15	5	5	5
Totals	205	50	100	55

**Exhibit "B"**  
**Schedule for Studies to Support Conceptual Model of Hill Country Trinity GAM**

### Schedule for Studies to Support Conceptual Model of Hill Country Trinity GAM

Task Name	Study Area	Data or Activity	2016					2017											
			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Multiport monitor well	Central Hays County	Equipment purchase; initial well design, contractor selection																	
		Site preparation; drilling and installation																	
		Well testing and sampling																	
Multiport monitor well	Western Travis County	Equipment purchase; initial well design; contractor selection																	
		Site preparation; drilling and installation																	
		Well testing and sampling																	
Stream gain-loss	Travis, Hays	Flow measurements on Blanco River and Onion Creek under various conditions, install gauges																	
Dye tracing	Blanco River and Onion Creek	Blanco River: Saunders Swallet and other features to help delineate source areas for JWS and PVS. Onion Creek: Trace losing stretch to Middle Trinity wells.																	
Potentiometric measurements and map preparation	Blanco, Hays, Travis, Comal	Detailed Upper, Middle, and Lower Trinity synoptic potentiometric maps, modification of existing wells																	
Surface-water and groundwater sampling and analysis	Blanco, Hays, Travis, Comal	Geochemistry, natural fluorescence																	
Geologic mapping	Blanco, Hays, Travis, Comal	Digitize and revise existing maps to 1:24k scale. Published geological contact (borehole mostly) database and report. Mapping top of Cow Creek.																	
Report preparation	Blanco, Hays, Travis, Comal	First report to cover Hays monitor well; second report to cover Travis monitor well; Hydrogeologic Atlas 2.																	



## **Item 3**

### **Routine Business**

#### **b. General Manager's Report.**

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

##### **1. Standing Topics.**

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

##### **2. Special Topics.**

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

- i. Review of Status Update Report – at directors' discretion**
- ii. Update on activities related to GMA and regional water planning**
- iii. Update on District grant projects and other Aquifer Science Team projects**
- iv. Update on the activities related to the SH 45 SW roadway project**
- v. Update on activities related to the HCP and the associated draft EIS**
- vi. Update on activities related to the Dripping Springs TPDES permit application**
- vii. Update on activities related to the Travis County PGMA**
- viii. Update on interim legislative activity**

# STATUS REPORT UPDATE FOR AUGUST 11, 2016 BOARD MEETING

Prepared by District Team Leaders

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
<b>GENERAL MANAGEMENT TEAM</b>				
	John Dupnik			
	JD	8/5/2016	Meetings, Training, Presentations, and Conferences	<b>External Meetings Attended:</b> City of Dripping Springs on TDPS permit application; Buda City Council Meeting; Senate Air; Water; Rural Affairs Committee hearing; TAGD Legislative Committee meeting; Hill Country Legislative Strategy Session, with Kenneth Williams (City of Buda), with Ed McCarthy (Needmore Permit); Hays County Commissioners Court; <b>Other</b> Meetings: Board Legislative committee with Sledge Law; with Travis County PGMA workgroup; <b>Presentations:</b> Travis County Democrats Lunch; <b>Conferences/Seminars:</b> None
Summary of Significant Ongoing Activities	JD	8/5/2016	Ongoing Special Projects, Committees, and Workgroups	<b>Ongoing Special Projects:</b> TDS saline zone investigation; TWDB RFP grant; Employee Policy Manual Review; Trinity GAM extension support; Dripping Springs TPDES Permit review; Travis County PGMA; Employee Policy Review; SH 45 plan review <b>Committees and Workgroups:</b> Region K (voting member); GMA 10 (voting member); Regional WQ Plan workgroup; Region K Legislation and Policy committee; Region K strategy prioritization committee; Region K water supply strategy committee; Region K executive committee nomination committee; TAGD legislative committee (regional planning; ASR; brackish gw); TWCA groundwater committee; Travis County PGMA workgroup
	JD	8/5/2016	Routine Activities and Day-to-Day operations	<b>Routine Activities/Day-to-Day Operations:</b> provided general oversight of staff incentive projects and activities, and oversight of day-to-day operations: approved purchase orders and expenditures; approved timesheets; prepared agendas and backup for and attended Board meetings; prepared GM report and assigned tasks in response to Board commitments; held regular one-on-one meetings with Team Leaders; presided over Planning Team meetings; serve as liaison between Board and staff; support Board subcommittees; respond to media requests; disseminate media reports and journal articles of possible interest. <b>Consultation with Attorney on:</b> Dripping Springs TPDES; Legislative Hearings; Needmore Permit provisions; Hays County ILA; <b>Other Activities:</b> coordinate GAM extension support project; coordinate RFP grant project; Board Legislative committee meeting; finalize Needmore permit provisions; Coordinate end of FY activities, schedule staff performance evaluations; PGMA workgroup
<b>ADMINISTRATION TEAM</b>				
	Dana Christine Wilson			
Accounts Receivable - A	DCW	8/5/2016	Permittee accounts carrying a past due balance;	Currently there are no past due accounts.
Accounts Receivable - B	DCW	8/5/2016	FY 2017 Annual, 1st quarter, and September monthly billings going out on August 16th.	
Contracts	TR/DCW	8/5/2016	Master Services Contracts/IDD Vendor List	Current agenda item.
Election 2016 Update	DCW	8/5/2016	Candidate packets 1 and 2 will be available for pick up through August 22- the last day a candidate can file an application for a place on the ballot. So far, only 1 application has been submitted.	We will Call the Election with an Election Order at this Aug 11 Board Meeting. This is the initial order that will need to be re-addressed as the polling places and early voting locations are set by the counties, as they will be appendices of this Order.
Employee Policy Manual	DCW	8/5/2016	Revisions / clean-up / rearrangement to this policy document.	Current agenda item.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Financial Reporting - Website	DCW	8/5/2016	Most current, available financial reports.	Profit and Loss Statement, and Balance Sheet through March 2016. (Computer issues have prevented this update; in process of being worked on with IT.)
Grants and Projects - TWDB Regional Facilities Planning	DCW	8/5/2016	Working on first invoice submittal	Issues being discussed with TWDB before invoicing can be done.
Permit Renewals	DCW	8/5/2016	Annual renewal of permits approved by the Board so that water production fees, transport fees, and annual permit fees billings can be processed.	Have created new fiscal year billing invoices with a statement date of August 16th (actually mailed early on August 6 and 7).
Records Management, Storage, and Retention	DCW	8/5/2016	We have updated our records management retention schedule to reflect our changing times (technology).	This will need to be approved by the TSLAC (Texas State Library and Archives Commission). Our most recent/current version was approved back in 1994. Agenda item forthcoming.
Retirement Plan and Trust	DCW	8/5/2016	Annual compliance process for The Standard - our third party pension plan administrator.	Required actions occur in August through September that include final payroll submission, and compliance testing data validation. This report is required by pension law, specifically Government Code 802.
Tax Reporting	DCW	8/5/2016	2nd Quarter Payroll Tax filed July 30th for TWCC-3, and IRS 941.	
Transparency Stars	DCW	8/5/2016	This is a Texas Comptroller of Public Accounts program that has recently been launched to recognize local governments entities that accomplish opening their books and providing clear and meaningful financial information by posting financial documents.	We may be applying for 2 of these 5 stars. There are several requirements, one being a particular data format which may or may not be do-able. The 2 stars we may qualify for are the financial star, and the pension fund star. The others are not applicable to us, i.e. debt obligations, and bonds.
<b>REGULATORY COMPLIANCE TEAM</b> Vanessa Escobar				
Temporary/ Regular Permits	KBE, VE	8/5/2016	Conversion of a Temporary Permit to a Regular Permit	Needmore Water LLC is a Temporary Permit that is being prepared for administrative completeness and public notice. A public hearing date is still to be determined.
Permit Renewals	KBE, VE	8/5/2016	Annual renewal of permits and review of permit provisions	Staff has determined that all current Permittees meet the eligibility criteria for permit renewal. Staff has reviewed the compliance of all Permittees and the permits with special provisions. All provisions have been met or satisfied and therefore the District should move forward with renewal and invoicing. Note - Needmore Water LLC currently has a Middle Trinity temporary production permit for approximately 179,000,000 gpy. Because the temporary permit has not yet come before the Board for action, the Temporary Permit will be automatically renewed and invoiced for that volume as of September 2016.
Goforth WSC	KBE, VE	8/5/2016	Replacement Well	Note - Onion Creek Golf Course currently has a Historical Fresh Edwards Permit and a Historical Middle Trinity Permit. They recently informed the District that they mailed in the late fees from their May 16th invoice (new Trinity production permit). Upon receipt of that late fee, their permit certificate will be mailed out in September 2016. Also of note is a provision of a contract between City of Austin and Onion Creek Golf Course that describes a requirement for the the OCGC to submit to BSEACD an application to retire some of the Historical Edwards permit. This application was to be submitted no later than March 2016 however the District has not received any application. This is not an enforceable provision the District issued production permits and therefore will not request permit renewal. The PWS has submitted an application to drill a new Edwards well to replace a nonfunctioning well. The nonfunctioning well had issues with an obstruction during the replacement of a pump. Goforth plans to plug the old well once the new well has been successfully completed. The Replacement Well Drilling Application was approved by the GM on 8/3/16.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Aqua Texas	KBE, VE	8/5/2016	Replacement Well	The PWS has submitted an application to drill one new Edwards well to replace two nonfunctioning wells in the offline Hummingbird System. The nonfunctioning well had issues with low production and water quality. Aqua plans to plug the old wells once the new well has been successfully completed. They also plan to conduct an abbreviated Aquifer Test and Hydrogeological Report. The Replacement Well Drilling Application was approved by the GM on 6/20/16. The old wells are in the process of being plugged.
Electro Purification	KBE, VE	8/5/2016	Test Well Permit - General Permit	On 3/15/16 Electro Purification withdrew its Temporary/ Regular Permit application for 30,000,000 gal/yr and submitted a contemporaneous filing of 6 test well permit applications. The applicant has submitted updated aquifer test plan and design which is under staff review. 9/11/16 the 180 application review period will expire.
Industrial Asphalt	KBE, VE	8/5/2016	Test Well Permit - General Permit	On 6/28/16 Industrial Asphalt submitted a minor amendment application requesting a production increase of their current 2,000,000 gpy permit to a 4,000,000 gpy. Their increase request is to replace the volume of water that they currently haul in from off site. The permit is currently being reviewed by staff.
Gragg Tract LP	KBE, VE	8/5/2016	Test Well Permit - General Permit	On 6/27/16 Gragg Tract LP (Walters Southwest) submitted a test well application to drill a Lower Trinity test well to evaluate production potential of the aquifer. The test well will be located on the the Gragg Tract off of Old Bliss Spillar in Manchaca near the SH 45 SW right of way. The permit is currently being reviewed by staff.
Trinity Episcopal School	KBE, VE	8/5/2016	Well Drilling Authorization	The Trinity Episcopal School is located on Bee Caves Rd in the Westlake area. The school has submitted a drilling authorization application requesting to drill a new Lower Trinity well for the purposes of athletic field irrigation. The anticipated volume will be approximately 4,000,000 gal/yr. Staff is nearly complete with the application review however the applicant has expressed that they may withdraw the application.
General Manager Approved Permits	KBE, VE	8/5/2016	Individual Permits < 2,000,000 gal/yr	Plant at Kyle (Commercial Use) approved by GM on 8/3/16 to produce 1,000,000 gpy from an existing Upper Trinity Well;
Drought Statue - No-Drought	KBE, VE	8/5/2016	Drought Compliance Monitoring and Enforcement	No new update. No-drought was declared on January 29, 2015. Staff sent out email and letter to all permittees notifying them of no-drought status.
EDUCATION & OUTREACH				
Austin Youth River Watch	RG	8/5/2016	Strategic planning	Robin participated in the Austin Youth River Watch strategic planning process. They are redesigning their program and wanted to look into incorporating more groundwater, recharge zone, and aquifer awareness. Potential activities include water level monitoring, water quality analysis, and bacteria sampling support for the Well Water Checkup. The comparison of surface water characteristics to groundwater would provide a broader discussion of water quality results. Water level and stream flow in the recharge zone would help highlight the interaction of surface water and groundwater in our area.
Travis County PGMA	RG, KH, JD	8/5/2016	Planning, collaboration	BSEACD, HTGCD, and Travis Co staff met on 8/3/16 to review revenue estimates for the SW Travis Co. PGMA area. Travis Co staff will be presenting to the Commissioner's Court in early September. The Commissioners will review and possibly support a set of guiding principals regarding groundwater management options for the SW portion of Travis Co. in the PGMA.
GIS	RG	8/5/2016	Mapping	The process to update wall maps and publications have begun. Management Zones, Director Precincts, and Planning and Political Boundaries maps have been generated and are currently being mounted. A new generalized Straigraphic Column has been printed and framed. The Regional Hydrogeology datasets and associated maps are in progress.



	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
<b>Enews Blast</b>	RG	8/5/2016	August eNews	The August eNews was released on August 5, 2016. Since it went out today, no stats are available. The articles included Hays County support for monitor wells in new area, EP aquifer test on the horizon, Onion Creek Study next steps, and a look at aquifer levels.
<b>Internet Traffic Report</b>	RG	8/5/2016	Page views and visits to the District Website	The shift to the new District website is complete. All elements are functional, however minor improvements will continue to be made over the next month or so. Analytics are not available at this time due to the domain shift. The District Facebook page now has 477 'Likes' and responses to posts have been very positive.
<b>AQUIFER SCIENCE</b>				
<b>Dye Tracing</b>	BS, BH	8/5/2016	Dye tracing	Discussions are underway with the EAA and CoA about potential dye tracings in the upcoming months in the Blanco and Onion watersheds. The City has injected at various locations along SH45.
<b>Central Hays County Groundwater Evaluation</b>	BH, BS, JC	8/5/2016	Well and hydrogeology characterization	District staff are establishing a monitoring network of nearby wells to collect data during the EP aquifer test. Hays County has approved funds to support those efforts, including the installation of a multiport monitor well.
<b>Antioch Cave</b>	BS, BH, JC	8/5/2016	Onion Creek Recharge Enhancement Project	The Antioch system is open to allow recharge, and there is flow in Onion Creek due to heavy rains in March, April, and May.
<b>Water-Quality Studies</b>	BS, BH, JC	8/5/2016	Sampling and analysis of groundwater and surface water	District staff started work with a geochemist to evaluate the years of data we have collected on behalf of the TWDB. Staff have completed sampling wells and springs as part of the Magellan Pipeline monitoring effort.
<b>Saline Zone Studies</b>	BS, BH	8/5/2016	Installation of multiport monitor well	Drilling began August 3, 2016 at the TDS site.
<b>Drought and Water-Level Monitoring</b>	BH, BS, JC	8/5/2016	Drought status, monitor wells, and synoptic water level events	January 30, 2015, the District Board declared non-drought conditions. The District had been in drought since August 15, 2014. Because of heavy rains in October and more moderate rains in November and December, and now March, April, and May 2016, the water level in the Lovelady well is rising at a relatively rapid rate. As of August 5, the water level in the Lovelady well was at 543.0 ft above msl and Barton Springs was flowing at 108 cfs. On May 31, the Lovelady water level rose above a peak from 2003. The only higher peak in water level was in 1992, with an elevation of 547 ft msl.
<b>Information Transfer</b>	BS, BH, JC	8/5/2016	Presentations, conferences, reports, and publications	Brian Smith attended a conference in San Juan in late January on contamination in karst and public health and is working on a paper to be published in a journal. Brian Hunt will present the results of the Onion Creek study from 2015, which will be published at the GCA/GS conference (Sept 2016). Staff are also working on finalizing some other technical reports and documents.
<b>Aquifer Testing</b>	BS, BH, JC	8/5/2016	Planning, participation, and review of aquifer tests	Staff continue working with EP regarding their planned aquifer test scheduled for September or October.
<b>AD-HOC TEAMS</b>				
<b>Technical Team</b>	BAS	8/5/2016	Current areas of discussion	Topics of discussion at the technical team meeting in July were the RFP grant, update to the Trinity model, EP aquifer test, and Dripping Springs issues.
<b>Planning Team</b>	JD	8/5/2016	Strategic and tactical planning and discussion topics	New Business: Legislative Update; Dripping Springs TPDES permit; End of FY activities; Employee Policy Manual edits.
<b>Benefits Team</b>	VE	8/5/2016	Research alternative health plan benefits packages and provide recommendation.	Team just established - updates forthcoming

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Database Team	RG/VE	8/5/2016	Identify District database needs and research vendors and options for database improvements	Team just established - updates forthcoming
<b>UPCOMING ITEMS OF INTEREST</b>				
TCEQ stakeholder meeting on rulemaking petition		8/9/16	1:30pm, TCEQ campus, Bld E, Rm 201S	
1st August Board Meeting		8/11/16		
4th Senate Committee on Ag., Water, and Rural Affairs		8/15/16	9am, Capital, El.0.12 (Hearing Room)	
TAGD Groundwater Summit		8/23/16	thru 8/25, San Marcos	
2nd August Board Meeting		8/25/16		
Labor Day Holiday		9/5/16	District Holiday - Offices Closed	
FY17 Fiscal Year starts		9/1/16		
1st September Board Meeting		9/8/16		
RWQPP workgroup meeting		9/9/16	NXNW, Southwest Austin	
2nd September Board Meeting		9/22/16		
Barton Springs University		9/28/16	Barton Springs Pool	
Region K Quarterly Meeting		10/12/16	10am, LCRA offices	
TWCA Fall Conference		10/12/16	thru 10/14, San Antonio	
1st October Meeting		10/13/16		
2nd October Meeting		10/27/16		

## **Item 4**

### **Board Discussions and Possible Actions**

- a. Discussion and possible action related to assessment of progress made towards achievement of District Goals set for FY 2016 and identification of possible goals for FY 2017.**

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## **Item 4**

### **Board Discussions and Possible Actions**

- b. Discussion and possible action related to conditional renewal of annual Production Permits for FY 2017 contingent on compliance with District rules and renewal requirements.**



Download MASTER Billing for 2017 permit renewals.xls

FY 2017 Permittee Billing Worksheet (Last Updated 8.4.2016) Budgeted Permitted Pumpage - 3,338,650.119 for 2017	GALLONS				DOLLARS			Pay Cycle	Water Use Invoice Amount	Annual Permit Fee
	17 cent rate	17 cent rate	48 cent rate	48 cent rate	17 cent rate	48 cent rate	Annual Fee Total			
Lockaway Self Storage (aka Tanglewood)		100,000			\$17.00	\$69.00	\$17.00	1	\$17.00	\$50
Ladybird Montessori School		6,700,000		150,000	\$1,139.00		\$69.00	1	\$69.00	\$50
LBJ Wildflower Center		100,000			\$17.00		\$1,139.00	1	\$1,139.00	\$50
Las Lomas HOA		2,000,000			\$340.00		\$17.00	1	\$17.00	\$50
Log Cabin Plaza	2,000,000				\$340.00		\$340.00	1	\$340.00	\$50
Loughheed, Scott (Crestview RV)	1,000,000				\$340.00		\$340.00	4	\$85.00	\$50
Lowden, Bob - The Painte-I Horse Pavilion	120,000				\$170.00		\$340.00	1	\$170.00	\$50
McCoy Corporation	2,000,000				\$20.40		\$20.40	1	\$20.40	\$50
Malone Addition	600,000				\$340.00		\$340.00	4	\$85.00	\$50
Manchaca Baptist Church	100,000				\$17.00		\$102.00	1	\$17.00	\$50
Manchaca Bible Fellowship Church	4,232,000				\$719.44		\$17.00	1	\$719.44	\$50
Manchaca Optimist Youth Sports Complex	26,730,000				\$4,544.10		\$4,544.10	4	\$1,136.03	\$50
Marbridge	224,400,000				\$38,148.00		\$84,148.00	12	\$7,012.33	\$50
Monarch Utilities - water use fee			100,000,000		\$46,000.00		\$15,500.00	1	\$15,500.00	\$50
Monarch - Transport fee for partial permit (50,000,000)					\$7,337.88		\$7,337.88	12	\$611.49	\$50
Mountain City Oaks Water System (J & N Cattle)	43,164,000				\$1,309.00		\$1,309.00	12	\$109.08	\$50
Mystic Oak Water Co-op	7,700,000				\$340.00		\$340.00	1	\$340.00	\$50
Nash, Chuck		2,000,000					\$886.94	1	\$552.29	\$50
Needmore Ranch		289,000,000			\$956.25		\$956.25	4	\$239.06	\$50
Neuro Institute	5,625,000				\$3,995.00		\$4,915.00	4	\$1,228.75	\$50
Oak Forest Water Supply Company	7,000,000				\$16,178.31		\$29,778.31	4	\$7,444.58	\$50
Onion Creek Country Club (email and mail invoices)	95,166,500		2,000,000		\$221.00		\$221.00	1	\$221.00	\$50
Onion Creek Inn	1,300,000				\$79.36		\$255.62	1	\$255.62	\$50
Onion Creek Kennels	466,838				\$100.41		\$100.41	1	\$100.41	\$50
Onion Creek Memorial Park, Inc.	590,625				\$71.40		\$71.40	1	\$71.40	\$50
Park Hills Baptist Church	420,000				\$255.00		\$255.00	1	\$255.00	\$50
Planet Kyle		1,500,000			\$85.00		\$85.00	1	\$85.00	\$50
Porter Company/The	500,000				\$0.00		\$612.26	1	\$612.26	\$50
Professional Contract Services, Inc. (PCS)			1,331,000		\$99.45		\$99.45	1	\$99.45	\$50
Randolph Austin Company	585,000				\$30.60		\$30.60	1	\$30.60	\$50
Rolling Oaks Inc.		180,000			\$170.00		\$170.00	1	\$170.00	\$50
Rosas	1,000,000				\$7,565.00		\$11,153.00	4	\$2,788.25	\$50
Ruby Ranch Water Supply Company	24,200,000		7,800,000		\$318.75		\$318.75	1	\$318.75	\$50
Rudy's Country Store	1,875,000				\$25.50		\$25.50	1	\$25.50	\$50
Stripes LLC #1548 (Sac-N-Pac)	150,000				\$74.14		\$74.14	1	\$74.14	\$50
Schuinecht, Glen		436,117			\$1,799.74		\$230.00	1	\$230.00	\$50
Seiders, Roy (Middle Trinity Irrigation - new in June 2015)					\$87.98		\$3,369.85	4	\$842.46	\$50
Shoal Creek Properties	10,586,725				\$68.00		\$68.00	1	\$68.00	\$50
Slaughter Creek Acres Water Company	517,500				\$17.00		\$17.00	1	\$17.00	\$50
Sosebee, E.Y.	400,000				\$95.63		\$95.63	1	\$95.63	\$50
Southern Hills Church of Christ		100,000			\$2,720.00		\$2,720.00	4	\$680.00	\$50
Southwest Pentecostal Church of God	562,500				\$85.00		\$85.00	1	\$85.00	\$50
St. Alban's Episcopal Church		16,000,000			\$170.00		\$170.00	1	\$170.00	\$50
St. Andrew's School - (8m Middle Trinity, 8m Lower Trinity)		15,000,000			\$127.50		\$127.50	1	\$127.50	\$50
St. John's Catholic Church	500,000				\$280.37		\$280.37	1	\$280.37	\$50
St. John's Presbyterian		1,000,000								
St. Mark's Episcopal Church	100,000									
St. Stephen's Episcopal Church		750,000								
Texanna Properties, Inc.	1,649,250									



FY 2017 Permittee Billing Worksheet (Last Updated 8.4.2016) Budgeted Permitted Pumpage: 3,336,650,119 for 2017									
	GALLONS				DOLLARS				Annual Permit Fee
	17 cent rate	17 cent rate	46 cent rate	46 cent rate	17 cent rate	46 cent rate	Annual Fee Total	Pay Cycle	
Texas-Lehigh Cement (Plant)	54,750,000				\$9,307.50		\$9,307.50	4	\$2,326.88
Texas-Lehigh Cement (Spectrum)	825,000				\$140.25		\$140.25	4	\$35.06
Texas-Lehigh Cement Co (Howe)	1,500,000				\$255.00		\$255.00	4	\$63.75
Texas Old Town		10,000,000			\$1,700.00		\$1,700.00	1	\$1,700.00
Texas State University-Freeman Ranch		2,000,000			\$340.00		\$340.00	1	\$340.00
Thames, Michael Custom Homes (Office)	100,000				\$17.00		\$17.00	1	\$17.00
Tindol Restaurant Group LLC aka Hays City Store					\$136.00		\$136.00	1	\$136.00
Travis County (aka Manchaca Firehall)	600,000		900,000		\$102.00		\$516.00	1	\$516.00
Twin Creek Park	12,000,000				\$2,040.00		\$2,040.00	12	\$170.00
Twin Oaks Ranch Church Camp	1,000,000				\$170.00		\$170.00	4	\$42.50
Uplifting Properties (Carlitz Chang & Chang)	397,889		602,111		\$67.64		\$344.61	1	\$344.61
V.F.W. Post No.3377	180,000		320,000		\$30.60		\$177.80	1	\$177.80
Village of San Leanna	29,013,600				\$5,380.70		\$5,380.70	4	\$1,345.18
Water/Wastewater COA							\$850,846.00	4	\$212,711.50
Weatherford, Thomas	5,000,000				\$850.00		\$850.00	4	\$212.50
Wimberley Glassworks		1,000,000			\$170.00		\$170.00	1	\$170.00
Whittington, Keith (Dr. Milton Otto)	300,000		200,000		\$51.00		\$143.00	1	\$143.00

## **Item 4**

### **Board Discussions and Possible Actions**

**c. Discussion and possible action related to approval of the FY 2017 Fee Schedule by Resolution No. 081116-01.**

**DRAFT**  
**Barton Springs/Edwards Aquifer Conservation District**  
**Fiscal Year ~~2016~~2017**  
**Fee Schedule**

To be Effective September 1, ~~2015~~2016.

**I. PERMIT FEES AND PRODUCTION FEES**

**A. Permit and 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.

**\$50300.00 General Permit Application Fee** – assessed ~~to~~ 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., and additional aquifer pump tests (a non-refundable, one-time fee assessment).

- -For monitoring wells, ~~M~~multiple 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.

**\$500.00 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
- \$ 1500 - Tier 3 production volume requests > than 200,000,000 gallons per year

**\$0.00 Temporary Production Permit Application Fee** - assessed to all Temporary Production Permit applications pursuant to District Rule 3-1.55 (a non-refundable fee assessment).

**\$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).

~~**\$50.00 Annual Permit Fee** assessed to all permittees for renewing annual permits (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)

**B.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.

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



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.

#### **CD. 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).

#### **DE. Annual Permit Fees**

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

#### **D ~~Permit Amendments—Minor / Major (see District Rules for clarification).~~**

##### **~~Minor Amendments~~**

~~Production Permit—minor amendments to increase pumpage authorized by individual permits—  
\$400.00 (a non-refundable fee assessment)~~

~~All other minor amendments—\$ 50.00~~

##### **~~Major Amendments~~**

~~Production Permit—major amendments to increase pumpage volumes—  
\$500.00 (a non-refundable fee assessment)~~

~~Well Modification—major amendment to alter the physical or mechanical characteristics that increase capacity of an existing well—\$625.00 (a non-refundable fee assessment)~~

#### **EF. 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.

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

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

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

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

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

## **FG. 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. WELL CONSTRUCTION FEES**

### **Well Development Application—per well**

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

~~———— **\$125.00** Drilling or modifying all new limited production permits (LPPs), and monitor and test wells subject to the general permits by rule outlined in District Rule 3-1.20.~~

~~———— **\$500.00** Drilling or modifying all nonexempt wells including Temporary Authorizations. This does not apply to limited production permits (LPPs), and test wells subject to the general rule by permit outlined in District Rule 3-1.20. This fee is also assessed on previously unpermitted nonexempt existing wells applying for a pumpage permit for more than 12,000,000 gallons (a non-refundable fee assessment).~~

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

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

### **B. Well Construction Inspection Fee**



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

**C. ~~Well Abandonment / Capping Application Fee~~**

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

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

**III. 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 - \$80300.00 per hour**

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

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:

<b><u>Tasks Warranting a Special Fee</u></b>	<b><u>Assessment of Fee</u></b>
<u>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.</u>	<u>Fee shall be assessed one time, upon Board approval of the permit, and at the time that the initial invoice is issued.</u>
<u>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.</u>	<u>Fee shall be assessed one time, upon Board approval of the permit, and at the time that the initial invoice is issued.</u>
<u>Review of Permit applications requiring extensive external legal or technical consulting services (e.g. contract review, well construction, engineering plans and specifications, hydrogeological modeling).</u>	<u>Fee shall be assessed 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.)</u>

<u>Review of Permits with special provisions requiring ongoing, annual or periodic internal technical review or compliance evaluations;</u>	<u>Fee shall be recurring, assessed annually upon permit renewal and as long as the special permit provisions are in effect.</u>
<u>Special inspections or investigations, or requests from local government or private entities.</u>	<u>Fee shall be assessed one time as determined by the General Manager.</u>

#### **Returned Check Fee - \$25.00**

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

#### **Accounting Fee - \$50.00 per hour**

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

#### **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.

### **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 matter be reviewed by the Board.

## Table 1. Summary of Application Fees

<b>Exempt Wells – Permit Actions</b>	<b>TOTAL</b>
Register Existing Well/ Change of Ownership	\$0
Drill New Well/ Well Modification	\$250

<b>Nonexempt Wells – Permit Actions</b>	<b>TOTAL</b>
GP -Drill New Monitor Well	\$300
GP - Drill New Test Well	\$300
GP - Conduct Pump Test	\$50
GP - Drill New Well (LPP) Limited Production Permit	\$300
Drill New Well / Well Modification (Individual Prod)	\$625
Production From Well	\$500-\$1500
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

STATE OF TEXAS

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§

**RESOLUTION #081116-01**

COUNTIES OF HAYS, TRAVIS  
AND CALDWELL

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT  
THAT ADOPTS THE FISCAL YEAR 2017 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 District is required by District Bylaw 4-8.6 to hold a public hearing prior to adopting or amending a Fee Schedule, and the District has held a properly noticed public hearing on the proposed fee schedule on July 30, 2015 prior to acting on this Resolution; and

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

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

**NOW, THEREFORE, WE, THE BOARD OF DIRECTORS OF THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT, DO HEREBY ADOPT THE Proposed Fiscal Year 2017 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 \_\_\_\_ nay.

**PASSED AND APPROVED** on August 11, 2016 **TO BE EFFECTIVE** September 1, 2016.

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Blayne Stansberry, Board President

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Blake Dorsett, Board Secretary

## **Item 4**

### **Board Discussions and Possible Actions**

- d. Discussion and possible action related to approval of a list of contractors solicited and vetted through the District's procurement process to provide various support services.**



## **Barton Springs Edwards Aquifer**

CONSERVATION DISTRICT

**Date August 4, 2016**

**To Board of Directors**

**From Tammy and Dana**

**Re Master Services Contracts for Indefinite Quantity/Indefinite Delivery**

Our Master Services Contracts for Indefinite Quantity/Indefinite Delivery (IDQ/IDD) tasks that the Board approved in April/May 2012 will expire on August 2016. The intent of these contracts is to provide quick response, ad hoc contractual support that complies with our Purchasing Policy that are readily accessible to support our small staff. These ad hoc support contracts will not be used for larger contract tasks (>\$5,000) or to replace current contractor support in the areas of financial auditing, and legal and lobbying support. Also, these tasks must be budgeted and may only be approved by the Team Leader or GM within the designated approval authority amount.

For this round, we took an alternate approach: instead of executing all of these contracts, we are asking Board-approval for the list of vendors/entities only, and then we will execute contracts for specific tasks as needed. This revision in process is suggested to limit time spent negotiating contracts with all firms for services and to avoid creating an expectation of future work that may not be needed.

### **Steps taken in this process:**

List of current vendors/entities was reviewed by staff.

RFQ was created and approved by the Board on May 12, 2016 to solicit interest in providing a range of supported serves frequently utilized by the District. Certain firms with current Master Services Contracts that were previously vetted for qualifications were asked to confirm interest in a continuing arrangement with the District. New firms submitted qualifications for services within the defined support categories.

The deadline for the SOQ submittal was July 8, 2016. SOQs were received by the District from interested parties and compiled into our new list. We are asking the Board to approve this list.

## List of Interested Parties/SOQs Received

<b><u>COMPANY</u></b>	<b><u>PRINCIPAL</u></b>	<b><u>CATEGORY</u></b>
Alan Plummer Associates, Inc.	Tom Hegemier	<b>Professional Engineering Services</b> Engineering/Storm Water Control
Carollo Engineering		<b>Professional Engineering Services</b> Engineering
Clean Water Fund	David Foster	<b>Education, Community Outreach and PR</b> Public Outreach
Environmental Geophysics Assoc	Mustafa Saribudak	<b>Professional Engineering Services</b> Engineering
GAP Strategies	Jeff Barton and Kara Buffington	<b>Education, Community Outreach and PR</b> Public Relations
Geoprojects International Inc.	Phil Goodson	<b>Hydrogeological and Geotechnical Services</b> Drilling and Well Rehab
GEOS Consulting	John Mikels	<b>Hydrogeological and Geotechnical Services</b> Hydrogeology /Education
Geosyntec Consultants	Bruce Darling	<b>Hydrogeological and Geotechnical Services</b> Hydrogeology
Hicks and Company	Roy Frye	<b>Environmental/Ecological Services</b>
Intera	Neil Deeds	<b>Hydrogeological and Geotechnical Services</b> Hydrogeology
LBG-Guyton Associates	James Beach	<b>Hydrogeological and Geotechnical Services</b> Hydrogeology
Water PR	Karen Ford	<b>Education, Community Outreach and PR</b> Public Relations
The Wellspec Company	Joe Vickers	<b>Hydrogeological and Geotechnical Services</b> Drilling and Well Rehab
Zara Environmental	Peter Sprouse	<b>Environmental/Ecological Services</b>
	Doug Wierman	<b>Hydrogeological and Geotechnical Services</b> Hydrogeology
	Jennee Galland	<b>Information Technology</b> Website and Education



## REQUEST FOR QUALIFICATIONS

The Barton Springs/Edwards Aquifer Conservation District (District) is soliciting statements of interest and qualifications (SOQ) for assisting the District in various tasks that are required from time to time, usually on a quick-response basis. The intent of this solicitation is to define a list of approved vendors/entities to be available to perform services and possibly enter into future indefinite quantity/indefinite delivery contracts (IDQ/IDD) in several specified areas of support, identified below.

No minimum level of contracted support is guaranteed under the IDQ/IDD contracts. The District will assign tasks between/among the selected IDQ/IDD contractors at its own discretion and as needed. The District reserves the right to contract with other parties for services in these areas without limitation, but that typically are: (a) planned well in advance, for example, as part of a grant project; (b) are substantially larger levels of effort and/or longer in duration than task orders under the IDQ/IDD; (c) are continuing in nature; (d) legal services; (e) special database or web design services; and/or (f) are otherwise beneficial to the District.

General areas of support for which qualifications are solicited are:

1. Professional Engineering Services
2. Hydrogeological and Geotechnical Services
3. Information Technology (website, database)
4. Education, Community Outreach, and Public Relations
5. Environmental/Ecological Services
6. General Contracting
7. General Management, Administration, and Legal Services

Specific tasks that might be conducted under each of these general areas, provided here only as examples and not as an exclusive specification, are:

### **1. Professional Engineering Services (task examples)**

- Evaluation of public water supply systems for compliance with District Rules.
- Assessment of wastewater impacts on streams and the Edwards Aquifer.
- Feasibility assessment and preliminary design and cost estimates of engineered structures and facilities.
- Water and wastewater, including direct and indirect use, and infrastructure.

### **2. Hydrogeological and Geotechnical Services**

- Assistance with saline zone policy and rule development.
- Analysis of potential for desalination or aquifer storage and recovery (ASR).
- Numerical Modeling.
- Aquifer Test Analyses.



- Geophysical Well Logging.
- Well Drilling and Rehabilitation.
- Well and Pump Service Work.
- Geochemistry.
- Surface Water Hydrology.

### **3. Information Technology**

- Database Enhancement.
- Restructuring or redesign of website.
- Updates to website and its functionality.
- Conversion of District publications to various electronic formats.
- Technical Editing.
- Publishing.

### **4. Education, Community Outreach, and Public Relations**

- Translation of District documents into Spanish.
- Preparation of education material for groundwater protection and conservation.
- Support for field trips and/or outreach events.

### **5. Environmental/Ecological Services**

- Studies of Impacts to Endangered Species.
- Studies of Contaminant Transport.
- HCP Consulting.
- Karst and Caves Hydrology and Biology.

### **6. General Contracting**

- Non-routine maintenance/repair/remodel services.
- Construction of instrument enclosures.
- Drill site preparation.
- Maintenance of gravel/dirt access roads.

### **7. General Management, Administration, and Legal Services**

- Legal Review, Third-party Representation.
- Implementation of Quickbooks Adjustments/Special Services.
- Management Consulting.
- Human Resources Conflict Resources/Mediation.
- Personnel Issues.
- Management Plan Consulting.

Please submit a brief SOQ to the District by close of business on July 8, 2016, including similar project-based experience, individual staff experience, and the billing rates for positions/labor categories that might be involved in doing such work. Vendors/entities currently under contract may submit a confirmation of continued interest in providing future services to the District along with an updated SOQ. Please limit this brief statement to two pages or less. A standard company flyer or brochure or personal resume may be attached to the statement. A link to a web page with qualifications clearly stated may be included. The SOQ of any one offeror may address more than one general support area, but each should be presented and be capable of being evaluated in a stand-alone fashion. An SOQ may also be submitted that addresses only a delimited subset of services for which an offeror wants to be considered in one of the specified general areas of support; the offeror should characterize the types of services for which it wants to be considered.

The District intends to complete and finalize this list of vendors/entities and make available for Board approval at the first available Board Meeting.

SOQs may be sent to:

Barton Springs/Edwards Aquifer Conservation District  
Attn: IDQ/IDD Solicitation  
1124 Regal Row  
Austin, TX 78748

Or electronically to:

[dana@bseacd.org](mailto:dana@bseacd.org)

Subject line of email should include "SOQ" and company name.

Any questions about this solicitation should be submitted in writing and electronically to [dana@bseacd.org](mailto:dana@bseacd.org). The District in its sole discretion may choose to respond only to the questioning entity or to post such questions and response to be available to all potential offerors, e.g., via the District website.

## **Item 4**

### **Board Discussions and Possible Actions**

- e. Discussion and possible action related to revisions to the District's Employee Policy Manual.**



**Barton Springs  
Edwards Aquifer**  
CONSERVATION DISTRICT

Date: August 5, 2016  
To: Board of Directors  
From: John and Dana  
Re: **District Employee Policy Manual** - Second Round of Edits/Changes and Reorganization

In this second round of edits to the District's EPM, additional changes have been made and sections reorganized. Following is a list of those changes (not including small one-word changes). Page numbers refer to the clean version in the backup.

**PG**    **SECTION/HEADING**

- 3        "Discrimination and Harassment **Prohibited**" heading added but content the same. It now defines a separation in content from the previous heading above which was Equal Opportunity Employer
- 8        Vacation Accruals – removed end of FY carry over cap and maintained cap of two-year accrual of vacation leave at any one time.
- 9        Holidays - Clarified holiday schedule policy to reflect actual District policy.
- 10       Moved Insurance that was between LOA and Pay Policy to before Retirement under the Employment and Eligibility for Benefits section.
- 11-12   Inclement Weather - provided additional clarification, and index locations for determining office closure changed (San Marcos CISD added, Eanes ISD deleted).
- 16       Pay Policy Administration – merged 3 separate sections into/under this heading including Wages and Overtime, Comp Time, and Timekeeping (Appendix F-Timekeeping and Leave Administration was deleted as a separate section and incorporated into body.)
- 16-17   Comp time – clarified and removed redundant language. Removed end of FY carry over cap and maintained cap of two-year accrual of vacation leave at any one time (similar to vacation accrual revisions). Added two new headings: Earning Comp Time, and Using Comp Time.

- 18 Salary Program – new language added regarding indexing salaries to established pay rate structures and maximums from comparable agencies.
- 18 Promotions and Salary Adjustments - new description replacing old description.
- 18 Cost of Living Increases – policy changed - may exclude any positions considered to be at a maximum rate.
- 18 Merit-Based Increases – reworded but states the same thing.
- 19 Timekeeping and Leave-Balances Administration (part of the 3 sections merged).
- 20 Approvals heading added to separate text out.
- 21 Regular Work Hours, Working at Home Hours – redefined to allow nonexempts to work at home with prior approval or concurrence of General Manager.
- 23 Added new section "Reimbursement Policies" to include smartphone reimbursement, meals reimbursement, and moved professional registration fees and societies here also.
- 24-25 Smartphone Use policy redefined, and reimbursement changed from 175/100 to 150/quarter across the Board.
- 25 Other General "Policies" heading name change.
- 26 Office Telephone Use – Language clarified and updated.
- 28-30 Moved Disciplinary Action and Termination, AND Severance Policy to AFTER Formal Complaint Policy, rather than before Professional Registrations and Societies.
- 46 Appendix D Travel Policy. Reworked and removed redundancy. Deleted duty points.

## **Item 4**

### **Board Discussions and Possible Actions**

- f. Discussion and possible action related to interim legislative activity including Board Legislative Committee meetings and consideration of setting the District's legislative agenda.**

## **Item 5**

### **Adjournment**