

NOTICE OF OPEN MEETING

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

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

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

INSTRUCTIONS FOR JOINING MEETING

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

- a) **Join the Meeting using the Zoom** – use your computer audio/video features
<https://us02web.zoom.us/j/84418276442?pwd=TG0rOEtzdkV0a3pyQ3pvZWVRemUrdz09>
Meeting ID: 844 1827 6442
Passcode: 750928

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

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

Meeting Dial In +1-346-248-7799
Meeting ID: 844 1827 6442#
Password: 750928#

INSTRUCTIONS FOR PUBLIC COMMENTS

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

by **5:00 p.m. on Wednesday, August 12, 2020**. Please include the following information in the registration:

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

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

1. **Call to Order 4:00 p.m.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
 - a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **Not for public review**
 - b. Approval of minutes of the Board's July 9, 2020 Special Meeting. **Not for public review at this time**
 - c. Approval of a 2-year renewal for a Joint Funding Agreement with USGS for Water Resource Investigations. **Pg. 39**
 - d. Approval of Master Service Contract with Community Consulting for strategic stakeholder facilitation services relating to the sustainable yield project. **Pg. 43**

4. Discussion and Possible Action.

- a. Discussion and possible action related to renewal of annual Production Permits for FY 2021 contingent on compliance with District rules and renewal requirements. **Pg. 55**
- b. Discussion and possible action on Resolution #08132020-01 for approval of Bureau of Reclamation BRAT Trinity Modeling Grant application submission. **Pg. 59**
- c. Discussion and possible action on the potential need for a water quality sampling program along the Permian Highway Pipeline route. **NBU**
- d. Discussion and possible action on Onion Creek Golf Club Trinity well operation and Edwards over pumpage. **Pg.64**

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

Topics

- a. Update on Aquifer conditions and status of drought indicators.
- b. Update on Election related items. **Pg. 94**
- c. Review of Status Report and update on team activities/projects. **Pg. 95**
- d. Upcoming public events of possible interest.

6. Directors' Reports.

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

- Meetings and conferences attended or that will be attended;
- Board committee updates;
- Conversations with public officials, permittees, stakeholders, and other constituents;
- Commendations; and
- Issues or problems of concern.

7. Adjournment.

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

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

Item 1
Call to Order

Item 2

Citizen Communications

Item 3

Consent Agenda

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

- a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000.**
- b. Approval of minutes of the Board's July 9, 2020 Special Meeting.**
- c. Approval of a 2-year renewal for a Joint Funding Agreement with USGS for Water Resource Investigations.**
- d. Approval of Master Service Contract with Community Consulting for strategic stakeholder facilitation services relating to the sustainable yield project.**



United States Department of the Interior

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

July 17, 2020

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

Dear Mr. Hunt:

Enclosed is one signed scan of our standard joint-funding agreement for the project(s) Oklahoma - Texas Water Science Center Water Resources Investigations, during the period September 1, 2020 through August 31, 2022 in the amount of \$15,200 from your agency. Please sign and return one fully-executed original to GS-W-OT_OTAdmin@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **September 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Gregory Stanton by phone number (512) 927-3558 or email gstanton@usgs.gov to make alternative arrangements.

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

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

Sincerely,

Timothy H. Raines
Director

Enclosure
20SJFATX101000 (1)

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

Customer #: 600000639
Agreement #: 20SJJFATX101000
Project #: SJ009ME
TIN #: 74-2488641

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the September 1, 2020, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Barton Springs - Edwards Aquifer Conservation Dst party of the second part.

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

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

- (a) \$0 by the party of the first part during the period September 1, 2020 to August 31, 2022.
- (b) \$15,200 by the party of the second part during the period September 1, 2020 to August 31, 2022.
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs in the amount of \$0.

Description of the USGS regional/national program

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

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

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

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

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

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

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

Form 9-1366
(May 2018)

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

Customer #: 6000000639
Agreement #: 20SJJFATX101000
Project #: SJ009ME
TIN #: 74-2488641

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

USGS Technical Point of Contact

Name Gregory Stanton
Branch Chief - Central Texas
Address 1505 Ferguson Lane
Austin, TX 78754
Telephone (512) 927-3558
Fax (512) 927-3590
Email gstanton@usgs.gov

Customer Technical Point of Contact

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

USGS Billing Point of Contact

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

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

Barton Springs - Edwards Aquifer Conservation Dst

Signature

Signatures

By _____ Date: _____
Name: Timothy H Raines
Title: Director

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**Barton Springs - Edwards Aquifer Conservation District
20SJFATX101000**

Description	Code	Site Information		USGS Funds	Customer Funds	Total
		Units	Diff. Factor			
Task 2 - Ground Water Data Collection						
Site 301237097464801 Lovelady Well near Austin, TX						
Operation and Maintenance		1 00	1 00	\$0	\$15,200	\$15,200
Site Totals:				\$0	\$15,200	\$15,200
1 total site(s) under the Task Totaling:				\$0	\$15,200	\$15,200
1 total site(s) under the Agreement Totaling:				\$0	\$15,200	\$15,200

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
FY21 GROUND WATER DATA COLLECTION	\$0	\$7,600	\$7,600
FY22 GROUND WATER DATA COLLECTION	\$0	\$7,600	\$7,600
AGREEMENT TOTAL:	\$0	\$15,200	\$15,200

**Contractual Agreement for Certain Services Between
Barton Springs / Edwards Aquifer Conservation District
and
Community Consulting LLC**

This agreement establishes the contractual provisions by which the Barton Springs/Edwards Aquifer Conservation District (hereinafter “District”), 1124 Regal Row, Austin Texas 78748, Tel. 512-282-8441, a local political subdivision of the State of Texas; will engage Community Consulting LLC, 710 W 34th Street Apt 205, Austin TX 78705 as contractor (hereinafter “Contractor”). This agreement is made by the District and the Contractor (hereinafter collectively “the Parties”) with an effective date of August 13, 2020, and will terminate no later than August 31, 2021, subject to the funding limitation and term provisions of Section III below.

**Section I
Engagement of Contractor**

The District is a political subdivision of the State and is responsible for the protection, conservation, and management of groundwater within its jurisdictional boundaries in the Austin/Central Texas area. The Contractor is Community Consulting LLC. The District agrees to engage Contractor to supply certain services, specified in the attached Exhibit A, 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 will engage the Contractor to perform the services included in the Scope of Work, attached here as Exhibit A. Work will be requested and authorized by the District General Manager for performance only under negotiated task orders pursuant to this Master Services Contract. The work under each task order will be compensated on a time-and-materials basis or, depending upon the nature of the work, on a negotiated fixed-price basis. Each task order will define a “not to exceed” cost for that task order service. No commitment shall have been made by the District, and the Contractor is under no obligation to commence work, until such a task order has been made by the District and accepted by the Contractor, both in writing. Executed task orders shall become a part of this Agreement and upon execution, shall be considered notice to the Contractor to proceed. Work on each task order will be invoiced separately, generally at the completion of the task order, unless otherwise negotiated. District will pay all undisputed amounts promptly in accordance with Texas Government Code §2251.021(a) no later than 30 days after presentation of an accurate invoice receipt.

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

**Section III
Term, Termination**

The term of this contract ends on August 31, 2021, and Contractor warrants its capability and willingness to perform the work until this termination date. It is acknowledged by Contractor that funds for this agreement are budgeted only for the current fiscal year, ending August 31, 2021.

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. The above notwithstanding, Contractor understands that the District intends for its staff to be collaboratively engaged with the Contractor and to assist Contractor in the performance of these services. Contractor will be free to contract for similar services to be performed by her for other clients while Contractor is under contract with the District, provided no conflict of interest exists or arises with the District and that the services to be provided by Contractor to such other persons do not interfere with the substantive and timely performance of Contractor's obligations under this contract. Contractor is not to be considered an agent or employee of the District, will not have the rights of an employee of the District, and is not and will not be or become entitled to participate in any pension plans, bonus, or similar benefits that the District provides its employees. Ms. Vanessa Escobar, the District's General Manager, will be the District's representative and authority for contractual matters of scope, schedule, and budget.

Section V Miscellaneous

- a. Venue for all claims and disputes arising under or related to this contract shall be and lie exclusively in the state and county courts of Travis County, Texas, USA, and the federal district court of the Western District of Texas, Austin Division.
- b. The laws of the State of Texas, excepting its choice of laws and provisions, shall govern this contract and its interpretation, construction and application, and any disputes or claims arising under or related to this contract.
- c. This is the complete agreement between the parties concerning the subject matter hereof, and no prior oral or written provisions, undertakings, understandings, promises or representations shall have or be given effect to modify, limit, negate or augment the provisions of this contract. This contract may be amended only by writing duly executed by both parties.
- d. Notices given in relation to this contract shall be in writing and shall be deemed given (i) when delivered personally to the recipient's address appearing in the opening paragraph of this contract; (ii) three (3) business days after being deposited in the U.S. Mail, postage prepaid, and addressed to the recipient's address as stated in the opening paragraph of this contract; or (iii) upon delivery by a national courier service, capable of tracking and documenting shipping and delivery, to the recipient at the address stated in the opening paragraph of this contract.

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

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

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

For

Contractor:

Blayne Stansberry
President, Board of Directors

Date

Kimberley Horndeski
Principal of Community Consulting LLC

Date

Attest:

Approved as to Form:

Blake Dorsett
Board Secretary

Date

William D. Dugat, III
Counsel

Date

EXHIBIT A

PROPOSED SCOPE OF WORK

Proposal for Invited Advisory Work Group for the Sustainable Yield Project

Introduction

The Barton Springs Edwards Aquifer Conservation District (BSEACD) was established in 1987 and is comprised of approximately 247 square miles in Caldwell, Hays, and Travis counties. The BSEACD is responsible for developing and implementing rules, policies, and procedures, in accordance with Texas Water Code Chapter 36, to manage groundwater resources. The BSEACD must integrate policies with science to ensure that the highest practicable level of groundwater production is achieved while preventing groundwater waste and ensuring the conservation, preservation, and protection, of the resource.

In the 84th Legislative Session, Texas House Bill 3405 was passed which incorporated the Hays County portion of the Trinity Aquifer into the jurisdiction of the BSEACD. With this new management area, the BSEACD is responsible for developing a permitting system based on the desired future conditions established for the system. To ensure the BSEACD permitting process for the Hays County portion of the Trinity Aquifer system does not exceed the desired production level for the aquifer, addresses customer needs, and meets conservation needs on a long-term basis, participant values must be successfully integrated with the scientific information. To address the Invited Work Group Discussions (Advisory Work Group) component in the Sustainable Yield Project, the BSEACD staff must:

- 1) Develop a plan to identify and engage key participants that can contribute to the successful development of policies and procedures for the Hays County portion of the Trinity Aquifer,
- 2) Integrate participant thoughts and ideas into the Sustainable Yield Project, and
- 3) Ensure a process follows the core principles for public engagement as outlined by the National Coalition for Dialogue and Deliberation.

Consultant Qualifications

Kimberly Horndeski is a certified mediator and facilitator with over ten years of experience working with environmental organizations, coalitions, and working groups, to identify objectives, develop strategic plans, and integrate science and uncertainties into actionable and implementable decisions. Ms. Horndeski specializes in integrating concepts from the Institutional Analysis and Development Framework, Cultural Theory, Structured Decision-Making, and the field of organizational culture. She develops collaborative, inclusive, and informed programs designed not only to identify the problems the entity faces, but also to facilitate the development of a framework for the necessary solutions.

Ms. Horndeski has developed and led four national coalitions based on incorporating stakeholder values and scientific uncertainties to produce actionable conservation initiatives. She has served on several technical advisory committees and led multiple state and national stakeholder working groups to develop strategic plans, promote collaboration, and transform conflict into successful strategies for the future.

Ms. Horndeski received a Master of Science degree in Collaborative Watershed Management for Ohio State University, and is the Executive Director of Community Consulting, LLC.

Expected Results

Through structured meetings facilitated by Ms. Horndeski, the BSEACD staff can expect key participants to be successfully identified and for decisions to be developed through a collaborative, participatory process that best suits the needs of the BSEACD. The results from this draft proposal will provide the BSEACD staff with the following:

1. A clearly defined and transparent plan outlining the fundamental goals and scope of work for the Advisory Work Group,
2. An identified framework or structure to identify and invite the approximately 10 to 15 potential participants to engage in the Advisory Work Group,
3. Clearly defined rules and responsibilities outlined for the participants in the Advisory Work Group, and
4. Participatory facilitations that provide structure and avenues for participants to constructively express thoughts, promote listening, and promote engagement, rather than suppressing conflict.

Process Description

The process outlined below provides a general overview of services that can be provided to assist with the Advisory Work Group Discussions in the Sustainable Yield Project at the BSEACD. Further discussion should continue with BSEACD staff to ensure the services match the needs of the project.

The process is separated into the following two tasks: Task 1: Work Group Planning Process, and Task 2: Facilitating Advisory Work Group Meetings.

Task 1: Work Group Planning Process

Task 1 for the Invited Advisory Work Group for the Sustainable Yield Project proposal consists of the following three components: the advisory work group planning process, the advisory work group member identification, and supplemental assessment.

Advisory Work Group Planning Process

Poorly planned participant processes can lead to participants feeling confused, ignored, or that their ideas were suppressed leading to participant frustration and mistrust with the process or sponsor organization. Proper planning ensures that the feedback necessary for the BSEACD is gathered and incorporated into the process in a timely manner and in accordance with the potential decisions. This is especially important if there are multiple committees or processes with linked decisions, or decisions that are dependent on each other.

Clarifying the process and design that will be utilized enhances transparency in the process as well as the ability to identify and target potential participants with the knowledge and expertise needed to develop the potential policy. In addition, the potential participants identified should be enabled to provide feedback to BSEACD if they believe they are the most suitable candidate for their Advisory Work Group and confirm they can commit to dedicate the time or resources needed for participation.

Community Consulting can provide facilitated dialogue based in the principles of Strategic Planning and Structured Decision Making with the BSEACD staff and develop an Advisory Work Group Plan. The elements of the Advisory Work Group Plan can include the following:

- Identify the fundamental objectives (goals/purpose) of the Advisory Work Group
- Define the scope of the work for the Advisory Work Group
- Identify the risks associated with the work conducted by the Advisory Work Group
- Identify the benefits of the work conducted by the Advisory Work Group
- Establish a timeline for identifying and engaging Advisory Work Group members
- Identify the process and workflow to engage the participants in the Advisory Work Group that aligns with the identified fundamental objectives and timeline
- Identify the rules and structure of the Advisory Work Group

Deliverable: Advisory Work Group Plan

Anticipated time: Ranges from 8 to 12 hours based on the complexity and needs for the Sustainable Yield Project that BSEACD staff are pursuing.

Advisory Work Group Member Identification

For a project or program to be successfully implemented, knowledgeable and experienced individuals should be identified and engaged. The individuals selected to be participants in an advisory capacity should reflect the diversity of thoughts, ideas, and opinions, within the affected area or for the issue at hand. Participants should have equal status and be ensured that their thoughts, ideas, and opinions, are incorporated throughout the process.

The BSEACD staff have a clear knowledge and understanding of the types of participants and the skillsets that would be most beneficial to the Sustainable Yield Project. To ensure that the participants and the necessary skillsets are identified, a participant framework should be developed. A participant framework provides a structure to identify potential participants and how they should be engaged in the process. A specific framework will be dependent on the identified fundamental objectives and scope of work identified in the planning process. Example areas that may be included in the framework are participants with individual financial interests, environmental concerns, business interests, and/or regulatory interests. In this context, the framework might have one representative for each identified area of interest. An example of this format is used by the Regional Water Planning Group Members in Texas (i.e., representatives for Agriculture, Electric Generating Utilities, River Authority, etc.). In an advisory role, Community Consulting can facilitate identifying a participant framework for BSEACD staff.

Deliverable: Framework for Participant Identification and Engagement

Anticipated time: Ranges from 1 to 2 hours depending on the complexity of the identified process and available information.

Supplemental Assessment

If necessary to supplement the participant framework, BSEACD staff would identify no more than three (3) potential participants or individuals that have in the past performed similar functions to be considered, and Community Consulting would interview those candidate participants for the participant engagement assessment. The participant engagement assessment clarifies the types of participant roles

that should be invited to engage in the process, evaluates the interests and perceptions of the participants, and identifies potential obstacles or barriers to the overall process.

Deliverable: Participant Engagement Assessment Report
Anticipated time: Ranges from 0-1.5 hours. Approximately 30 minutes per interview.

Task 1: Estimated Costs

Table 1 provides a cost estimate for the services outlined in Task 1. An hourly rate of \$125 applies.

Table 1. Estimation of Costs for Task 1

	Hours	Range of Cost	
<i>Work Group Planning Process</i>	8-12 hours	\$1,000	\$1,500
<i>Estimated Total</i>		\$1,000	\$1,500

Task 2: Facilitating Advisory Work Group Meetings

The strategies used to facilitate the Advisory Work Group meeting will depend on the fundamental objectives, scope, and timeline, identified in the planning process. The strategy used to facilitate the Advisory Work Group meetings will utilize the participatory style of facilitation. The participatory style of facilitation allows for opposing viewpoints to co-exist in the room and ensures that members are comfortable expressing their thoughts and viewpoints even when controversial (Kaner, 1996). The process will provide avenues to constructively express thoughts promoting listening and engagement rather than trying to suppress conflict.

The structure of the process will be based on the information needs of BSEACD staff and will result in a combination of the elicitation and decision-making processes (if necessary). The elicitation process is a combination of group meetings as well as private interviews that are used in conjunction to enhance the participants ability to disclose information while also minimizing cognitive biases. This portion of the process is used to gain insights into the responses and perceptions of participants on the information that is presented to them by BSEACD staff, uncovers potential obstacles or barriers as perceived by the participants in the Sustainable Yield Project, and clarifies potential participant concerns. This process is used to provide information but does not to provide a decision or recommendation.

If the BSEACD staff require a group decision or recommendation, a Structured Decision-Making process will be utilized. Structured Decision-Making is a seven-step process that integrates the best available science, risks, and uncertainties, with the values of the stakeholders (Gregory, 2012).

Deliverable: Final Participant Work Group Report
Anticipated time: Ranges from 10 to 40 hours. Anticipate 10 hours for private interviews (1 hour per participant), and 30 hours for group facilitations.

Task 2: Estimated Costs

Table 2 provides a cost estimate for the outlined services for Task 2. An hourly rate of \$125 applies.

Table 2. Estimation of Costs for Task 2

	Hours	Range of Cost	
	<i>Facilitating Advisory Work Group Meetings</i>	10-40 hours	\$1,250
<i>Estimated Total</i>		\$1,250	\$5,000

Additional Services

To ensure the diversity of thoughts and ideas of the community at large are captured by the process, and that end products are not simply the thoughts of a small subset of potential representatives, additional engagement opportunities can be utilized. Furthermore, throughout the process, the BSEACD may want to inform the general public, or key at-large stakeholders, of their process. Potential avenues to gather this information include conducting surveys, stakeholder engagement assessments, focus groups, public presentation, or public workshops. A description and cost estimate for these additional services can be provided as requested.

Communication Plan

Communication between the customer and consultant throughout the project is necessary to ensure that the needs of both parties are achieved. Throughout this process, Ms. Horndeski will maintain contact with the designated point of contact at the BSEACD to confirm the project is achieved in a manner that satisfactory to both parties by providing weekly email updates for any weeks when work is performed. The client is responsible for identifying potential concerns and discussing those concerns with Ms. Horndeski via email (kimberly@communityconsultingllc.org) or phone (713.828.7061).

Timeline

The specific timeline including the start and completion date for the project will be determined by BSEACD staff to ensure the timeline is best suited for the BSEACD needs. The expected timeline to complete the project is estimated to be 12 months from the project start date, depending on scheduling availability of BSEACD staff and participants.

Needs Analysis

The BSEACD is responsible for providing in-person meeting locations and amenities for the identified Advisory Work Group meetings. Amenities include projector, projector screen, computer and applicable cords. Ms. Horndeski will provide electronic copies of her Powerpoint presentations, printed handouts, flip-charts, and virtual meeting rooms as needed.

Total Estimated Costs

Table 3 provides a cost estimate for the outlined services for tasks 1 and 2. An hourly rate of \$125 applies.

Table 3. Estimation of Costs for Tasks 1 and 2

	Hours	Range of Cost	
Task 1: Work Group Planning Process			
Participant Work Group Planning Process	8-12 hours	\$1,000	\$1,500
Participant Framework	1-2 hours	\$125	\$250
Supplemental Assessment (as needed)	0-1.5 hours	-----	\$187.50
<i>Estimated Total</i>		\$1,125	\$1,937.50
Task 2: Developing and Facilitating Advisory Work Group Meetings			
Facilitating Advisory Work Group Meetings	10-40 hours	\$1,250	\$5,000
<i>Estimated Total</i>		\$1,250	\$5,000

Closing

Thank you for the opportunity to provide a draft proposal to the BSEACD staff. This document is intended to be a first draft to summarize potential services that could be utilized for the Invited Work Group Discussions in the Sustainable Yield Project. Further discussion will allow for the services to be catered to BSEACD specific needs. Please contact Kimberly Horndeski at Community Consulting LLC either by email (Kimberly@communityconsultingllc.org) or phone (713-828-7061) if you have any questions or wish to discuss options in more detail.

Literature Cited

- Gregory, R. (2012). *Structured decision making: A practical guide to environmental management choices*. Chichester, West Sussex: Wiley-Blackwell.
- Kaner, S. (1996). *Facilitator's guide to participatory decision-making*. Gabriola Island, B.C: New Society Publications.
- Ostrom, E. (2005). *Understanding institutional diversity*. Princeton, NJ: Princeton University Press.

Item 4

Board Discussions and Possible Actions

- a. Discussion and possible action related to renewal of annual Production Permits for FY 2021 contingent on compliance with District rules and renewal requirements.**

Formulas Last Audited: June 2020 Board approved renewals to be on August 13, 2020. FY 2021 Permittee Billing Worksheet (Last Updated 8.4.2020) (Budgeted Permitted Passage 4,183,365.81 for 2021)	Historical			NEW			Conditional (Edwards only)			DOLLARS			Water Use								
	Edwards			Class D ASR			Class A			Class B			Class C			Pay Cycle	Annual Fee Total	Invoice Amount	Annual Permit Fee		
	17 cent rate	17 cent rate	17 cent rate	17 cent rate	44 cent rate	44 cent rate	44 cent rate	17 cent rate	44 cent rate	44 cent rate	17 cent rate	44 cent rate	17 cent rate	44 cent rate	17 cent rate					44 cent rate	
Annual Enterprises LLC																					
Aqua Texas (Bear Creek)	12,098,000	500,000																			
Aqua Texas (Bliss Spillar (was Chap, SW, C Hills)	12,875,000	38,825,000																			
Aqua Texas (Loisaurowood)	88,764,000																				
Aqua Texas (Mooreland)	6,000,000																				
Aqua Texas (Orion Creek)	36,300,000																				
Aqua Texas (Shealy Hollow)	80,000,000																				
Aqua Texas (Sierra West)	52,800,000	30,000,000																			
Arroyo Doña Water System	400,000																				
Barton Properties																					
REGSIX Holdings LLC																					
Bales, Debbie																					
Hour Creek Office Park	750,000																				
Buck's Backyard (aka Lowden, Bob - The Painted Horse Pavilion)	1,000,000																				
Buda / Kyle Church of Christ	200,119																				
Byron Bennett & Co. (aka Associated Drilling)	2,000,000																				
Confor Materials, Inc.	214,291,000																				
Compton Park Water Company	118,000,000																				
City of Austin (Austin Water Utility)																					
City of Buda	275,000,000																				
City of Hays (Elliot Ranch)	45,000,000																				
City of Hays Water Department	14,000,000																				
City of Kyle - Transport Fee (350,000,000 gallons at 31 cents)	165,000,000																				
City of Kyle - Transport Fee (350,000,000 gallons at 31 cents) EMAIL																					
City of Sunset Valley	18,590,000																				
Comal Tackle	843,750																				
Cook-Walden/Forest Oaks	5,000,000																				
Cornerstone (aka Trotter)	960,000																				
Crookmore/Maha WSC	213,896,000																				
Creekside Villas (EMAIL ONLY)																					
Driftwood Diesel																					
Edgewood Place, Ltd.																					
Extra Space (aka Lockaway aka Tanglewood) EMAIL	100,000																				
Cypress Forest Residential Community aka Fekler CHD, LLC (irrigation)																					
First Christian Church																					
Forest Oaks (aka Teraviva Properties, Inc.)	1,649,250																				
Frontier Communications (General Telephone Southwest - Yortson)																					
Goolbler, Matt																					
Geoforth Special Utility District	350,900,000																				
Hays C.I.S.D. (Hays High School)	30,000,000																				
Hays City Holdings (Travis Cox)																					
Hays County Youth Athletic	4,820,550																				
Hays Hills Baptist Church	300,000																				
Home Tech Solutions - Kreichmar, Alta Mao' (agricultural irrigation)																					
Home Tech Solutions - Kreichmar/Railroad Bar-B-Q	530,000																				
Hunt Enterprises (Earl Hunt)	600,000																				
Irrigation Utility (now SWWC)	18,000,000																				
Iglesia de Maranatha (aka Mission Cristiana Maranatha)																					
Independence Park																					

FY 2021 Permittee Billing Worksheet (Last Updated 8.4.2020) Budgeted Permitted Package 4,193,246.81 for 2021	DOLLARS				DOLLARS				Annual Fee Total	Pay Cycle	Water Use Invoiced Amount	Annual Permit Fee
	17 cent rate	44 cent rate	44 cent rate	17 cent rate	17 cent rate	44 cent rate	44 cent rate	17 cent rate				
Industrial Asphalt (aka Westward Environmental and Austin Materials, LLC)												
Johnson, Gilbert C.	5,500,000											
Jump Creek												
Jumping Jack Dog Ranch												
Lanford Montessori School (EMAIL AND MAIL INVOICES)												
LEU Wildflower Center (EMAIL and mail)												
Las Lomas HOA												
Loy Cabin Plaza												
Loughhead, Scott (aka Crestview RV)												
McCoy Corporation												
Manchaca Baptist Church												
Manchaca Bible Fellowship Church												
Manchaca Optimist Youth Sports Complex												
Marblego EMAIL to Charlotte												
Monarch Utilities production fee												
Monarch Transport fee for parabel permit (50,000,000)												
Mountain City, Texas City of												
Mystic Oak Water Co op												
Nash, Chuck												
Needmore Ranch (ag)												
Neuro Institute												
Oak Forest Water Supply Company												
Oxon Creek Club (EMAIL and mail invoices)												
Oxon Creek Inn (aka Sago Inn)												
Oxon Creek Kennels												
Oxon Creek Memorial Park, inc. (new owner-Journey Group) also EMAIL												
Park Hills Baptist Church												
Plant at Kyle, The												
Potter Company/The												
Professional Contract Services, Inc. (PCSI)												
Randolph Austin Company												
Riding Oaks Inc.												
Rosas, Benjamin (and wife Tilerosa Antrada)												
Ruby Ranch Water Supply Corporation												
Ruby's County Store												
Schoenberg (Matthew Schoenberg Trust)												
Schwabach, Glen												
Sowers, Roy												
Sedman Enterprises (aka Sokebee)												
Shoal Creek Properties - EMAIL AND mail invoice												
Slaughter Creek Acres Water Company												
Southern Hills Church of Christ												
Southwest Pentecostal Church of God												
St. Alban's Episcopal Church												
St. Andrew's School												
St. John's Catholic Church												
St. John's Presbyterian												
St. Mark's Episcopal Church												
St. Stephen's Episcopal Church												
Stripes LLC #1548 (aka Sac N Pac)												
Texas-Lehigh Cement (Plant)												
Texas Lehigh Cement (Specum)												

FY 2021 Permittee Billing Worksheet (Last Updated 8.4.2020) Budgeted Permitted Purpuse 4,163,365,881 for 2021	GALLONS				DOLLARS			Water Use Invoiced Amount	Annual Permit Fee
	17 cent rate	17 cent rate	44 cent rate	44 cent rate	17 cent rate	44 cent rate	Annual Fee Total		
Texas Lehigh Cement Co (Howe)	1,500,000				\$255,000		\$255,000	\$63.75	\$50
Texas OM Town		10,000,000			\$1,700,000		\$1,700,000	\$1,700.00	\$50
Texas State University Freeman Ranch		2,000,000			\$340,000		\$340,000	\$340.00	\$50
Tandol Restaurant Group LLC (aka Hays City Store)		800,000			\$136,000		\$136,000	\$136.00	\$50
Travis County (aka Manchaca Firehall) EMAIL: Rony Anand	600,000		900,000		\$102,000	\$900,000	\$498,000	\$498.00	\$50
Travis County Emergency Services District #5		4,200,000			\$714,000		\$714,000	\$714.00	\$50
Treely Episcopal School					\$2,040,000		\$2,040,000	\$170.00	\$50
Twin Creek Park (bought by Crowdmor in 2019)	12,000,000				\$170,000		\$170,000	\$42.50	\$50
Twin Oaks Ranch Church Camp	1,000,000				\$87,640		\$87,640	\$332.57	\$50
Uplifting Properties (aka Cankiz Chang & Chang)	397,869			602,111	\$74,200	\$602,111	\$78,200	\$78.20	\$50
2410 Vance Lane LLC	100,000	460,000		320,000	\$36,000	\$320,000	\$171,400	\$171.40	\$50
V.F.W. Post No. 3377	29,013,600				\$5,823,160		\$5,823,160	\$1,457.27	\$50
Village of San Leanna	5,000,000				\$850,000		\$850,000	\$212.50	\$50
Weatherford, Thomas	100,000				\$17,000		\$17,000	\$17.00	\$50
White Knight (aka Thomas, Michael Custom Homes (Office))		1,000,000			\$170,000		\$170,000	\$170.00	\$50
Wimberly Glassworks					\$51,000		\$51,000	\$139.00	\$50
Wilmington, Keith (aka Dr. Milton Otto)	300,000			200,000					

Item 4

Board Discussions and Possible Action

- b. Discussion and possible action on Resolution #08132020-01 for approval of Bureau of Reclamation BRAT Trinity Modeling Grant application submission.**

STATE OF TEXAS

§

RESOLUTION # 08132020-01

COUNTIES OF HAYS, TRAVIS,
AND CALDWELL

§

§

**RESOLUTION OF THE
BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
AUTHORIZING THE GENERAL MANAGER TO PURSUE AND ENTER INTO A
GRANT FUNDING ACCEPTANCE AGREEMENT AND TO TAKE SUCH
ACTIONS AS ARE NECESSARY IN FURTHERANCE OF WATERSMART
DROUGHT RESPONSE GRANT ADMINISTERED BY THE UNITED STATES
DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION (FUNDING
OPPORTUNITY ANNOUNCEMENT
NO. BOR-DO-20-F002).**

WHEREAS, Section 9504(a) of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, Public Law (P.L.) 111-11 (42 United States Code (U.S.C.) 10364), and the Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c, as delegated to the Bureau of Reclamation (BOR) in Departmental Manual 255 DM 1.1B provides authority to BOR, through its WaterSMART Program to provide grant funding and enter into an agreement with an eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement to, among other things, conserve water and to enhance water management; and

WHEREAS, the Bureau of Reclamation (BOR) WaterSMART Drought Response Program supports a proactive approach to drought by providing assistance to water managers to develop and update comprehensive drought plans, and implement projects that will build long-term resiliency to drought; and

WHEREAS, the objective of the funding opportunity announcement for the Drought Response Program Grant (the Grant) is to invite states, tribes, irrigation districts, water districts, and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with BOR on Drought Resiliency Projects (Project) that will increase the reliability of water supplies; improve water management; and provide benefits for fish, wildlife, and the environment to mitigate impacts caused by drought; and

WHEREAS, the Barton Springs Edwards Aquifer Conservation District (District) is a groundwater conservation district with authority to manage groundwater resources in Caldwell, Hays and Travis Counties pursuant to its enabling legislation in Chapter 8802, Special District Local Laws Code and Chapter 36 of the Texas Water Code, and has the authority to purchase, sell, transport, and distribute surface water or groundwater under Section 36.104 of the Texas Water Code;

WHEREAS, the District has received confirmation from BOR that as an entity with water management and delivery authority, the District is eligible to apply for a WaterSMART Drought Response Program Grant; and

WHEREAS, under Tex. Water Code 36.0015(b), the District is charged with conserving, protecting, preserving, recharging and preventing waste of the groundwater resources located within the District boundaries and is committed to managing the District aquifers to optimize the sustainable uses of groundwater in satisfying community interests, in particular during times of drought; and

WHEREAS, the District, in collaboration with the Hays Trinity Groundwater Conservation District, Hays County, and the Meadows Center for Water and the Environment is committed to developing tools that will ensure the Trinity Aquifer's resilience to drought and advance sustainable groundwater management; and

WHEREAS, the District is capable of providing the amount specified in the funding plan through a combination of funding and in-kind contributions; and

WHEREAS, sections 36.056(a) and 36.057(f) of the Texas Water Code provides that the District Board of Directors (Board) may delegate to its general manager full authority to manage and operate the affairs of the District and the Board, by resolution, and may authorize the general manager to execute documents on behalf of the District; and

WHEREAS, the Board has reviewed and supports the application submitted; and

WHEREAS, the District is willing and able to conform to the terms, conditions, and limitations imposed by the BOR through a grant agreement between the District and the BOR;

NOW THEREFORE, BE IT RESOLVED BY THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT BOARD OF DIRECTORS THAT:

1. The Board has reviewed and supports the Grant application.
2. The District's General Manager, Vanessa Escobar, is hereby authorized to apply for the BOR WaterSMART Drought Response Program Grant as described in the funding opportunity announcement NO. BOR-DO-20-F002.
3. Upon award of the grant by the BOR, the General Manager is hereby authorized and directed to execute any agreements, certificates and/or assurances, reports, plans, payment requests, or other documents, including but not limited to the Grant or grant cooperative agreement, as may be necessary for the purpose of obtaining assistance provided by the BOR, including any extensions and amendments thereof, as may be necessary for the purpose of obtaining funds under the Grant.
4. The District is capable of and the Board authorizes the commitment of up to \$211,000 through the combination of cash, equipment, and in-kind services for the District's conducting its role and responsibilities in the proposed Project, as matching funds if the Project is awarded to the District and an agreement is executed.

5. The District will work with BOR to meet established deadlines for entering into a grant or cooperative agreement.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT BY A VOTE OF ___ TO ___, ON THIS THE 13th DAY OF AUGUST, 2020.

APPROVED:

BARTON SPRINGS/EDWARDS AQUIFER
CONSERVATION DISTRICT

ATTEST:

Blayne Stansberry
President, Board of Directors

Blake Dorsett
Secretary, Board of Directors

Item 4

Board Discussions and Possible Actions

c. Discussion and possible action on the potential need for a water quality sampling program along the Permian Highway Pipeline route.

Item 4

Board Discussions and Possible Actions

- d. Discussion and possible action on Onion Creek Golf Club Trinity well operation and Edwards over pumpage.**

AGENDA



Recommendation for Council Action

Austin City Council	Item ID	54614	Agenda Number	2.
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Meeting Date:	2/4/2016	Department:	Austin Water Utility
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Subject

Authorize execution of a termination agreement with the Onion Creek Golf Group, LP in an amount not to exceed \$648,213 relating to prior contracts for providing treated effluent to the Onion Creek Golf Course.

Amount and Source of Funding

Funding is available in the Fiscal Year 2015-2016 Operating Budget of Austin Water.

Fiscal Note

A fiscal note is not required.

Purchasing Language:	
Prior Council Action:	May 23, 2002- Authorization to purchase wastewater facilities.
For More Information:	Bart Jennings, 512-972-0118; Denise Avery, 512-972-0104
Council Committee, Boards and Commission Action:	
MBE / WBE:	
Related Items:	

Additional Backup Information

In 2002, the City acquired the Onion Creek Wastewater Treatment Plant (WWTP) from the Onion Creek Wastewater Corporation in order to provide City retail wastewater service to the Onion Creek subdivision and adjacent tracts of land. Under an agreement for handling the WWTP's discharge, the treated effluent produced from the WWTP was piped to holding ponds on the Onion Creek golf course, now owned by Onion Creek Golf Group, LP (OCGG). Historically, the golf course drew its irrigation water from the holding ponds, supplemented with a groundwater well permitted by the Barton Springs Edwards Aquifer Conservation District (BSEACD).

The City's 2002 purchase of the WWTP was contingent on a treated effluent supply agreement (Agreement) obligating the City to continue providing and the golf course to continue taking treated effluent produced from the WWTP through 2027.

During the floods that occurred on October 31, 2013 in the Onion Creek area, the WWTP was severely damaged and rendered inoperable. The City notified the OCGG that the WWTP was unable to supply the treated effluent. Despite the WWTP being taken out of service, Austin Water was able to continue treating wastewater that had previously

been treated at the WWTP without interruption in service. Planning for operational redundancy and eventual decommissioning of the WWTP, in 2010 Austin Water constructed an interceptor to allow the wastewater intended for the WWTP to be diverted to the Onion Creek Tunnel. Wastewater previously treated at the WWTP is now being treated at the South Austin Regional Wastewater Treatment Plant.

Although Austin Water staff explored options for restoring delivery of treated effluent to the golf course's holding ponds, including (1) permitting and rebuilding the WWTP, and (2) connecting the golf course to Austin Water's reclaimed water system, all options were determined to be prohibitively expensive.

OCCG developed an additional source for its irrigation supply needs by drilling a new well in the Trinity Aquifer. OCCG and Austin Water have come to a mutually agreeable proposal for resolution. Accordingly, Austin Water proposes terminating the Agreement by executing a termination agreement that provides:

1. The City will pay an amount to OCCG for costs incurred by OCCG to develop its new well in the Trinity Aquifer (\$920,837.20 for well completion costs) less any outstanding utility charges due to the City from OCCG (currently \$272,624.20).
2. The City and OCCG will terminate the Agreement, including any remaining obligations within the related purchase agreement, mutually releasing one another from any remaining obligations.
3. OCCG will amend its BSEACD groundwater permit to reduce its permitted withdrawals by $\frac{1}{2}$ the current allowance.

TERMINATION AGREEMENT AND RELEASE

This Termination Agreement and Release (this "Agreement") is entered into and effective as of February 4, 2016 ("Effective Date") by and between Onion Creek Golf Group, LP, a Texas limited partnership ("OCGG") and the City of Austin, a Texas home-rule municipality (the "City"). Collectively, OCGG and the City shall be referred to as the "Parties".

BACKGROUND

- A. The City, Onion Creek Wastewater Corporation ("OCWC"), Onion Creek Club, and Lumbermen's Investment Corporation ("LIC") entered into that one certain "Agreement for Conveyance of Interests in Wastewater Facilities and Settlement of all Claims Regarding Wastewater Service to the Onion Creek Subdivision Area" executed on October 22, 2002, as amended on the same date ("Sales Agreement").
- B. In accordance with the Original Sales Agreement, the City acquired title to the Onion Creek Wastewater Treatment Plant and executed that one certain "Agreement for Potable Water and Treated Wastewater Sales and Assignment and Use of Irrigation Facilities" executed on October 22, 2002, as amended on the same date ("Water Agreement").
- C. In accordance with the Water Agreement, the City agreed to provide to OCWC the treated effluent output of the Onion Creek Wastewater Treatment Plant (up to +8 million gallons a year) at no cost for twenty years and at a discounted rate for an additional five years.
- D. OCGG is the successor and assignee of all rights of OCWC, LIC and Onion Creek Club under the Sales Agreement and Water Agreement by that one certain "Assignment Agreement" between Lumberman's, LIC investment, Inc., and Onion Creek Golf Group, L.P. dated March 31, 2006.
- E. On October 31, 2013, a flood severely damaged the Onion Creek Wastewater Treatment Plant rendering it inoperable.
- F. OCGG has since constructed a well into the Trinity Aquifer as a new source of irrigation water.
- G. The City and OCGG desire to terminate the Water Agreement and any remaining obligations the Parties may have to one another under the Sales Agreement, mutually releasing one another from both the Water Agreement and Sales Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, OCGG and City hereby agree as follows:

AGREED TERMS

1. Payment by City. City will pay OCGG the total sum of Nine Hundred Twenty Thousand Eight Hundred Thirty Seven dollars and no cents (US\$920,837.20) (the "Termination Payment"), less the amount withheld and applied in accordance with paragraph 8(a) below, not later than 30 days after

the Effective Date. City shall provide a fully executed copy of this Agreement to counsel for OCGG not later than the date that City must pay the Termination Payment.

The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party.

2. Taxes. OCGG shall be solely responsible for, and is legally bound to make payment of, any taxes determined to be due and owing by it to any federal, state, local, or regional taxing authority as a result of the Termination Payment. OCGG understands that City has not made, and it does not rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement. Moreover, OCGG agrees to indemnify and hold City harmless in the event that any governmental taxing authority asserts against City any claim for unpaid taxes, failure to withhold taxes, penalties, or interest based upon the payment of the Termination Payment.

3. Mutual Release. The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Party, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Sales Agreement or the Water Agreement.

This Agreement resolves any claim for relief that could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs and attorneys' fees related to or arising from the Sales Agreement or the Water Agreement.

4. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release in paragraph 3 above.

5. Acknowledgment of Settlement. The Parties acknowledge that (i) the consideration set forth in this Agreement, which includes, but is not limited to, the Termination Payment, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against

the other Party as broadly described in paragraph 3 above, and (ii) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other Party for any acts or omissions relating to any right duty or obligation under the Sales Agreement or Water Agreement.

6. No Admission of Liability. The Parties acknowledge that the Termination Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Termination Payment is not, and may not be construed as, an admission of liability by City and is not to be construed as an admission that City engaged in any wrongful, tortious or unlawful activity, or that City breached any term or obligation under the Sales Agreement or Water Agreement. City specifically disclaims and denies (a) any liability to OCGG and (b) engaging in any wrongful, tortious or unlawful activity.

7. Funding Limitations. OCGG acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person who is in arrears to City of Austin for taxes, and of § 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. OCGG acknowledges that the City has provided notice that the City's payment obligations to OCGG are payable only from funds appropriated or available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, or if the City Council does not authorize execution of this Agreement within 30 days of the Effective Date, this Agreement is void. Further, if the City fails to deliver the Termination Payment in accordance with paragraph 1, OCGG has the option to terminate this Agreement by timely written notice to the City and in the event of such termination by OCGG, this Agreement shall be deemed void *ab initio* in all respects. City shall provide OCGG notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under this Agreement, the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under this Agreement and any offset against the Termination Payment that is in addition to the amount withheld and applied in accordance with paragraph 8(a) below.

8. Special Provisions. The Parties agree to the following:

a. Payment Net. The Parties agree that, if on the date the City receives this Agreement executed by OCGG the City's utility account records indicate that an amount is due and owing for utility services provided to OCGG by the City, the City will withhold that amount from the amount of the Termination Payment and apply it toward the past due account balance(s). OCGG agrees and acknowledges that the City will reduce the amount of the Termination Payment set forth in paragraph 1 above in accordance with this paragraph 8(a) and that the balance paid (\$920,837.20 less amount of utility account(s) balance in arrears) will be full satisfaction of the Termination Payment.

b. Groundwater Permit Reduction. OCGG will take all reasonable and necessary action to reduce its permitted groundwater withdrawals from the Barton Springs segment of the Edwards Aquifer and file an administratively complete application with the Barton Springs Edwards Aquifer Conservation District ("District") requesting that the permitted withdrawals from said wells be limited by the District to 47.5 million gallons per year. OCGG will submit to the District an application for said reduction no later than 10 days after the City wire transfers to OCGG's bank account the Termination Payment.

c. Termination of Prior Agreements. Upon the delivery to OCGG of the Termination Payment less the amount withheld and applied in accordance with paragraph 8(a) above, the Water

Agreement and any remaining obligations the Parties may have to one another under the Sales Agreement, including the City's "irrevocable contract right" to access and use the irrigation facilities as described in Section 1.06 of the Water Agreement, shall be terminated.

9. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates. Moreover, the persons and entities referred to in paragraph 3 above, but not a Party, are third-party beneficiaries of this Agreement.

10. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

11. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

12. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of this Agreement.

13. Governing Law and Choice of Forum. This Agreement is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in Travis County, Texas.

14. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

15. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any By-law, Covenants and other restrictions placed upon them by their respective entities.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

OCGG

Onion Creek Golf Group, LP, a Texas limited partnership

By: Onion Creek Golf Group GP, Inc.,
its general partner

By: _____
Name: Steven Held
Title: President

CITY

The City of Austin, Texas
A Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

Application for Minor Amendment

1124 Regal Row ~ Austin, TX 78745 ~ 512 282-8441 ~

Complete this application to request a minor amendment to a production permit. Refer to District Rule 3-1.9 for Minor Amendment criteria.

Select the Minor Amendment Type:

- \$0 fee - Reduction or Retirement of Production
- \$0 fee - Changing use of a well from Nonexempt to Exempt
- \$0 fee - Converting two or more wells into an aggregate system under one permit

Section I. Owner Contact Information

Property/Well Owner: ONION CREEK GOLF CLUB Email: _____
 Mailing Address: 2510 ONION CREEK PKWY City: AUSTIN Zip: 78747 County: TRAVIS
 Primary Phone: 512 282 2152 Secondary Phone: _____
 Property lot size: _____ acres

Check this box if the physical address is the same as the mailing address

Physical Address for Well: COORDINATE ON FEE City AUSTIN Zip 78747 County: TRAVIS

Section II. Supporting Ownership Documentation

- Provide a complete copy of the recorded deed, showing current ownership, legal description, and a date recorded. If the applicant is a lessee/grantee then provide a copy of the recorded easement, lease, or memorandum of lease.
- Provide a certified copy of the most recent property survey. If a subdivision plat is applicable, please also provide a recorded copy of the subdivision plat.
- Provide a map of the property or site plan showing the location of the existing well.

Section III. Well Information

- Indicate the number of existing wells on the entire property, in use 3, not in use 0.
- Aquifer: Upper Trinity Middle Trinity Lower Trinity Fresh Edwards Other _____
- Will the groundwater withdrawn from this well be used in a location different from the well site? Yes or No

Section II. Water Use Types

Please select ALL the use types that will be supplied by the groundwater production from this well.

<input checked="" type="checkbox"/> Irrigation: <input type="checkbox"/> Agricultural Irrigation <input type="checkbox"/> Residential Irrigation (outdoor use only) <input checked="" type="checkbox"/> Golf Course Irrigation <input type="checkbox"/> Sports & Athletic Field Irrigation <input type="checkbox"/> Nursery/Greenhouse Irrigation <input type="checkbox"/> General Irrigation <input type="checkbox"/> Public Water Supply (Municipality, WSC or IOU)	<input type="checkbox"/> Industrial: <input type="checkbox"/> Operational Processes/Facilities <input type="checkbox"/> Facility Landscape <input type="checkbox"/> Commercial: <input type="checkbox"/> Operational Processes/Facilities <input type="checkbox"/> Facility Landscape <input type="checkbox"/> Aquifer Storage and Recovery <input type="checkbox"/> Geothermal Well
--	---

Section V. Declarations

- [Signature] I hereby declare that the applicant has read and understands the following declarations.
- [Signature] The applicant agrees that water produced/withdrawn from the well in reference will be put to beneficial use at all times.
- [Signature] The applicant agrees that water produced/withdrawn from the well in reference would not cause waste and the applicant agrees to avoid waste and achieve water conservation.
- [Signature] The applicant understands that failure to submit all required application items within the application review period will result in an administratively incomplete application and non-issuance of a permit.
- [Signature] The applicant will comply with the District Rules and Bylaws, all orders, and permits promulgated pursuant to the District Rules.

- 1 The applicant will comply with well plugging and capping guidelines set forth in these Rules and will report well closures as required in Rule 3-5.
- 2 Many of the incorporated cities within Travis and Hays Counties have ordinances concerning the drilling of wells within their city limits. It is your responsibility to comply with your city ordinances regarding the drilling of wells. The permits issued by the Barton Springs/Edwards Aquifer Conservation District do not confer any right to violate any city ordinances regarding drilling wells within city limits.
- 3 The applicant understands that this permit confers no vested rights in the holder and the permit is non-transferable. Written notice must be given to the District by the permittee prior to any sale or lease of the well covers by the permit.

Section VII. Applicant or Authorized Agent Sworn Statement

I hereby make application to the Barton Springs/Edwards Aquifer Conservation District for the purpose indicated above for the water well described herein, and I certify that I am the property owner/grantor or lessee/grantee or an Authorized Agent, and that each and all the statements herein are true and correct, and that I will comply with District Rules, Well Construction Standards, and groundwater use permit and plan requirements. I hereby authorize the District access to this property following reasonable advance notice or, in an emergency, immediately, with such emergency access reported to the owner if advance notice was not possible. The District may access the well for the purposes of inspecting, collecting water quality samples, and investigating conditions relating to the withdrawal, waste, water quality, pollution or contamination of groundwater.


STEVEN C. HELD
9/9/16
 Signature of Applicant or Authorized Agent Print Name Date
 (*Notarized Agent Authorization Form Required)

State of Texas, County of TRAVIS . SWORN TO AND SUBSCRIBED before me by the said owner or agent on this the
9th day of September 2016.
Elizabeth Barnard 4-13-2020
 Notary Public, State of Texas My commission expires



Application Summary and Staff Recommendations

DESCRIPTION OF APPLICATION

Applicant: Onion Creek Golf Group (OCGG)

Type of Application: Production Permit in Middle Trinity Management Zone

Request: Approval of a new Historical Middle Trinity Production Permit to withdraw up to 127,410,000 gallons/year for irrigation. The Production Permit, if approved, would be subject to the rules related to pumpage from wells completed in the Middle Trinity management zone.

REASON FOR REQUEST

During the October 2013 flood OCGG experienced significant damage to their golf course in addition to the destruction of the City of Austin's Water Treatment Plant, which provided OCGG with reclaimed water for irrigation. Subsequently the City of Austin decided not to rebuild the Water Treatment Plant, forcing OCGG to find alternative sources for irrigation water. The District's Board approved a well drilling authorization May 14, 2015 to drill a new Middle Trinity well to reduce their demand on City of Austin potable water, which they are temporarily receiving in place of the reclaimed water. The well was completed on July 20, 2015 in the Cow Creek formation in the Middle Trinity Aquifer at a total depth of approximately 1530 ft.

WELL/RECEIVING AREA LOCATION

The OCGG irrigation well is located on a 7-acre tract of land near the Northwest corner of FM 1626 and Wayne Riddell Loop in southern Travis County. This tract of land is owned by the Knolls of Slaughter Creek HOA and will be leased to OCGG for the purposes of owning and operating the well. Attachment A provides a map of the well location and property. The irrigation water is proposed to be used primarily for golf course irrigation with a small portion to be allocated to the HOA for their common area landscape needs.

WATER DEMAND AND PERMIT VOLUME CALCULATIONS

The total calculated irrigation demand for the entire 27-hole golf course (approx. 200 acres of greens, tees, roughs, fairways, landscape beds, etc) is 175,000,000 gallons/year (Attachment B). The irrigated demand volume was calculated based on the recent Board-approved methodology that was the product of the most current research, accepted industry standards, and plant demand data specific to the our region. The methodology serves as an objective and science-based tool to ensure that permitted volumes for requested irrigation permits are reasonable and commensurate with actual plant water demands. OCGG currently holds a Historical Freshwater Edwards Production Permit for 95,166,500 gallons/year, therefore the calculated unmet irrigation demand for the Middle Trinity Production Permit is 80,000,000 gallons/year. However, the OCGG is in discussions with the City of Austin about retiring 50% of their Freshwater Edwards Production Permit (47,583,250 gallons/year) in which the retired portion will be re-permitted under the General Conservation Permit which is preserved for the Ecological Flow Reserve. If OCGG does in fact retire half of their Freshwater Edwards Production Permit, the calculated irrigation demand will be met with approximately

127,410,000 gallons/year from the Middle Trinity Production Permit and approximately 47,583,250 gallons/year from the Fresh Edwards Production Permit.

USER CONSERVATION PLAN (UCP)/USER DROUGHT CONTINGENCY PLAN (UDCP)

OCGG submitted a UCP and UDCP on January 21, 2016. The plan contains the required elements in accordance with applicable District Rule 3-6.3 and is consistent with District guidelines.

AQUIFER TEST AND HYDROGEOLOGICAL REPORT

The pump test for the hydrogeological report required pursuant to District Rule 3-1.4.D was conducted over July 27-30, 2015. The pump test was conducted in accordance with the District's *Guidelines for Hydrogeologic Reports and Aquifer Tests Conducted Within the Jurisdictional Boundaries of the Barton Springs / Edwards Aquifer Conservation District (dated January 2007)*.

For the test, the well was pumped for 72 hours at an average rate of 324 gpm. The pump test was conducted to account for the higher volume of 127 M/year and the total pumped volume was 1,399,680 gallons, which was greater than the target volume established to adequately stress the aquifer (3X daily equivalent of requested annual permitted volume).

An analysis of the test results provided in the submitted hydrogeologic report (Wet Rock Groundwater Services, LLC) included the following pertinent conclusions:

- The production well was pumped for 72 hours at average rate of 324 gpm with 426.25 of drawdown (it's important to note that the top of the Middle Trinity is approx. 1150 ft in this well). There were no Trinity wells in the vicinity available for monitoring, therefore, no wells were monitored during the test.
- During the aquifer test, precipitation and stream flow on the Trinity Aquifer recharge zone from rain gauges and flow stations were monitored to determine potential influences from pumping. According to the rain gauge data, there was no precipitation during the aquifer test. The hydrographs indicate no observable influence from pumping the production well.
- A water quality sample was collected during the test; the TDS was 804 mg/l and sulfate was 438 mg/l.

District staff has reviewed the report and analysis provided and generally concurs with the conclusions. The Aquifer Science staff recommends approval of this permit based on hydrogeological considerations.

APPLICATION REVIEW

- Staff has reviewed the above referenced application and has determined that the application has satisfied all the requirements pursuant to District Rule 3-1.4.A and that the required documentation and payment of fees have been satisfied.

- Staff has determined that the applicant has sufficiently addressed the criteria and considerations for Board action in accordance with District Rule 3-1.6(A).
- Staff has confirmed that the applicant provided proper notice in accordance with District Rule 3-1.4.B. The required 20-day public comment period will expire at close of business on February 11, 2015. The application was noticed for the higher volume of 127,410,000 gallons a year. As of February 5, 2015, no protest has been received.

STAFF RECOMMENDATIONS

Staff recommends **approval** of the above-referenced Middle Trinity Production Permit for a total annual volume not to exceed 80,000,000 gallons/year with the following special provision:

Upon submission of a minor amendment application to retire 50% (47,583,250 gallons/year) of OCGG's Historic Freshwater Edwards Production Permit the General Manager will automatically (without notice and hearing) amend the Middle Trinity permitted volume from 80,000,000 gallons/year to 127,410,000 gallons/year.

Attachment A
Well Location Map

Legend

- Proposed Well Location
- OCCC Property



Scale: 0 200 400 Feet

Drawn By: BB Date: 9-26-14

Quad Name and No:
Oak Hill, TX 30097-B7

Projection: UTM NAD 83 Z 14



Well Location Map

Onion Creek Golf
Group, L.P.

Travis County, Texas



Wet Rock Groundwater Services, L.L.C.
Groundwater Specialists
TBPG Firm No. 50038
317 Ranch Road 620 South, Ste. 203
Austin, Texas 78734 Ph: 512.773.3226
www.wetrockgs.com

Attachment B
Volume Calculation

Worksheet - Golf Courses/Sports Fields (Trinity Aquifer)

Outdoor Volume Calculator

Warm-Season Turfgrass (Roughs and Fairways)

Proposed Irrigated Area	7,801,920 sq ft	179.1 acres
Maximum Application Rate (see appl. rate)		1.87 feet
Total Outdoor Water Use		108,847,519 gallons/year

Warm-Season Turfgrass (Tees, Greens, Sports Fields)

Proposed Irrigated Area	233312 sq ft	5.4 acres
Maximum Application Rate (see appl. rate)		2.06 feet
Total Outdoor Water Use		3,598,971 gallons/year

Warm-Season Turf/Overseeded Turfgrass (Tees, Greens, Sports Fields)

Proposed Irrigated Area	535,000 sq ft	12.3 acres
Maximum Application Rate (see appl. rate)		2.37 feet
Total Outdoor Water Use		9,469,504 gallons/year

TOTAL IRRIGATION	121,915,994 gallons/year
TOTAL IRRIGATION (with distribution uniformity)	152,394,992 gallons/year

Water Features

Pool/HotTub/Ponds/Fountain area	693,034 sq. ft	
Net Evaporation (see appl. rate)		33 gallons/year

Pool/HotTub/Pond Total Calculated Evaporation Loss	22,597,459 gallons/year
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TOTAL OUTDOOR WATER USE	174,992,452 gallons/year
CALCULATED ANNUAL PERMITTED VOLUME	175,000,000 gallons/year

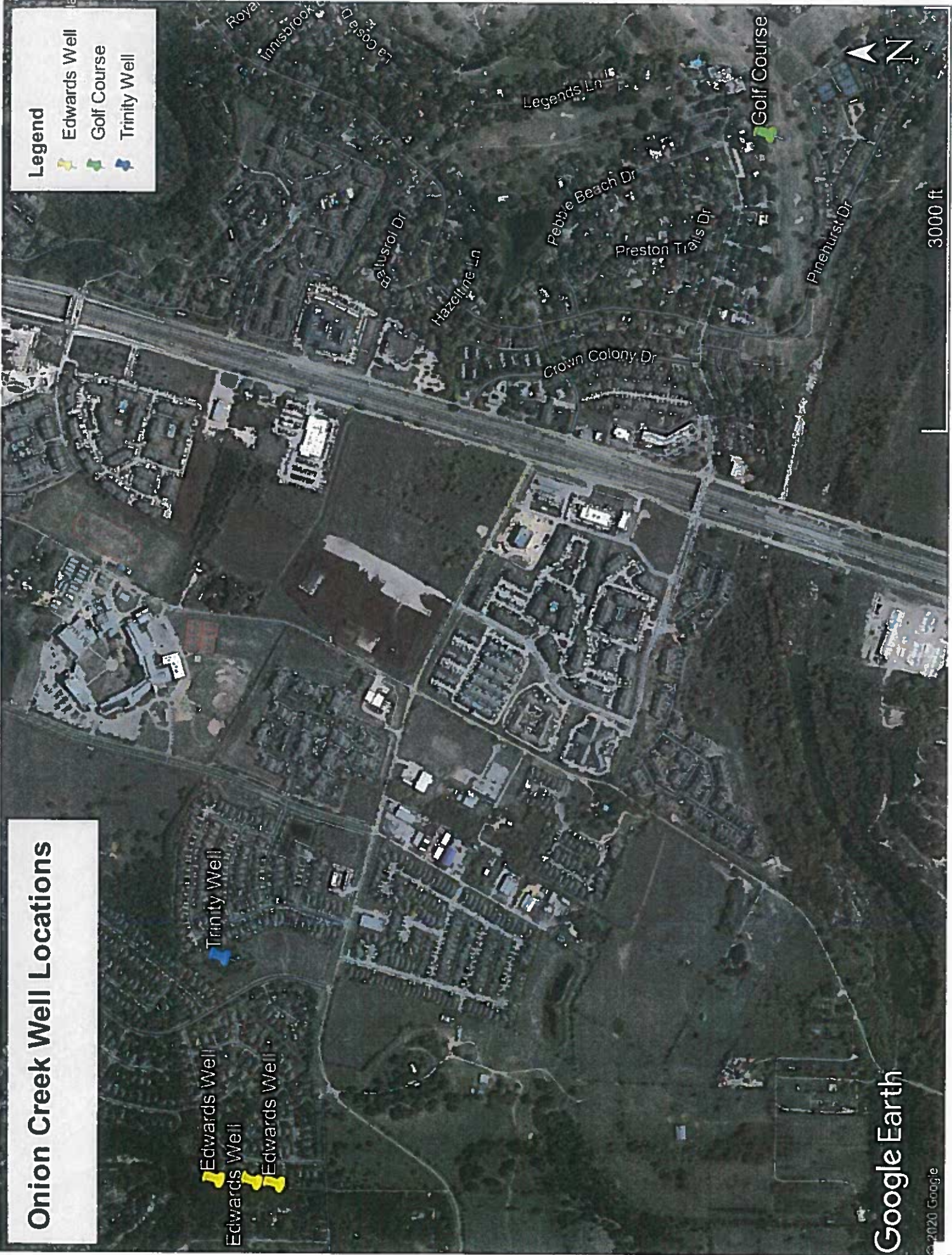
Onion Creek Well Locations

Edwards Well
Edwards Well
Edwards Well

Trinity Well

Legend

- Edwards Well
- Golf Course
- Trinity Well



3000 ft

Google Earth

© 2020 Google

**Barton Springs/Edwards Aquifer Conservation District
Board of Directors Meeting Minutes
Regular Meeting & Public Hearing
February 11, 2016**

Board members present at commencement: Blayne Stansberry, Craig Smith, Bob Larsen, and Mary Stone. Blake Dorsett was absent. Staff present: John Dupnik, Vanessa Escobar, Brian Smith, Brian Hunt, Kendall Bell Enders and Tammy Raymond. Bill Dugat of Bickerstaff, Heath, Delgado, Acosta also participated in the meeting. Also present were those on the attached sign-in sheet. These minutes represent a summarized version of the meeting; the complete discussion of the following items is recorded digitally.

1. Call to Order.

Ms. Stansberry called the meeting to order at 6:04 p.m., noting that a quorum of the Board was present.

2. Citizen Communications (Public Comments).

There were no 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 an item of Regular Business.

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 January 14, 2016 Regular Meeting.**
3. **Approval of a contract amendment with Alan Plummer Associates for engineering services related to the District technical review of State Highway 45 Southwest.**
4. **Approval of a Groundwater Management Area 10 funding agreement to support additional consultant work on analysis of the projected pumping from the Trinity Aquifer in Hays County.**

Ms. Stone moved approval of Items 3a. 1 through 4, noting an invoice from Bickerstaff Heath, in the amount of \$5093.25.

Mr. Smith seconded the motion and it passed unanimously with a vote of 4 to 0.

3. Routine Business.

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

1. Standing Topics.

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

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

- i. **Review of Status Update Report – at directors' discretion**
- ii. **Update on activities related to GMA and regional water planning**
- iii. **Update on District grant 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**

Mr. Dupnik and staff updated the Board and answered Director's questions on the items listed above

4. Public Hearing (6:15 pm)

The Board will hold a Public Hearing on an application filed by Onion Creek Golf Group L.P., 2510 Onion Creek Parkway Austin, TX 78747, for a Production Permit to withdraw up to an annual permitted volume of 127,410,000 gallons of groundwater from the Middle Trinity Aquifer from a new nonexempt irrigation well located at the Northeast corner of FM 1626 and Wayne Riddell Loop, in the Knolls of Slaughter Creek Subdivision.

Ms. Stansberry opened the Public Hearing at 6:17 p.m.

Ms. Bell-Enders stated that during the October 2013 flood Onion Creek Golf Group (OCGG) experienced significant damage to their golf course in addition to the destruction of the City of Austin's Water Treatment Plant, which provided OCGG with reclaimed water for irrigation. Subsequently the City of Austin decided not to rebuild the Water Treatment Plant, forcing OCGG to find alternative sources for irrigation water. The District's Board approved a well drilling authorization May 14, 2015 to drill a new Middle Trinity well to reduce their demand on City of Austin potable water, which they are temporarily receiving in place of the

reclaimed water. The well was completed on July 20, 2015 in the Cow Creek formation in the Middle Trinity Aquifer at a total depth of approximately 1530 ft.

Ms. Bell-Enders went on to explain the well location, water demand and permit calculations, their planned User Drought Contingency Plan, and the aquifer test and hydrogeological report that was completed.

The applicant was not present at the meeting and there were no public comments.

Ms. Stansberry closed the Public Hearing at 6:25 p.m.

5. Discussion and Possible Action.

5a. Discussion and possible action related to an application filed by Onion Creek Golf Group L.P., 2510 Onion Creek Parkway Austin, TX 78747, for a Production Permit to withdraw up to an annual permitted volume of 127,410,000 gallons of groundwater from the Middle Trinity Aquifer from a new nonexempt irrigation well located at the Northeast corner of FM 1626 and Wayne Riddell Loop, in the Knolls of Slaughter Creek Subdivision.

Ms. Bell-Enders explained that the staff recommended approval of the Middle Trinity Production Permit for a total annual volume not to exceed 80,000,000 gallons/year with the following special provision:

Upon submission of a minor amendment application to retire 50% (47,583,250 gallons/year) of OCGG's Historic Freshwater Edwards Production Permit the General Manager will automatically (without notice and hearing) amend the Middle Trinity permitted volume from 80,000,000 gallons/year to 127,410,000 gallons/year.

After discussion, Dr. Larsen moved approval of the application filed by Onion Creek Golf Group to withdraw up to 127,410,000 gallons per year from the Middle Trinity aquifer subject to the special provision stated above.

Ms. Stone seconded the motion and it passed unanimously with a vote of 4 to 0.

5b. Discussion and possible action related to approval of prospective amendments and changes to the District's Rules and Bylaws for implementation of HB 3405, other legislation from the 84th Legislative Session, and other changes to be the subject of a public hearing on March 11, 2016.

Mr. Dupnik explained that due to complexity of the draft rule changes and the compressed timeframes, he would like to request an alternate schedule for the upcoming rulemaking process. He would like to have a first overview of suggested changes at the February 25th meeting, and then a Public Hearing on March 24th rather than on March 10th as set by the

Board in the previous Board meeting. He also suggested that the Board might want to schedule a Work Session prior to the Public Hearing on the recommended rule changes.

After discussion, Ms. Stone moved approval of a special-called Work Session to be held on Tuesday, March 1st and a Public Hearing at the regularly scheduled Board meeting on March 24th for amendments to the District Rules.

Dr. Larsen seconded the motion and it passed unanimously with a vote of 4 to 0.

5c. Discussion and possible action related to a request for consideration by Electro Purification, LLC to authorize under District Rule 3-1.20.D, General Permit by Rule for Test Wells, temporary production of a restricted amount of groundwater from Test Wells in the Trinity Aquifer for the purpose of aquifer testing.

Mr. Dupnik explained that EP had requested a temporary permit within the deadline after the effective date of HB3405, and made application for production of 32,590,000 gallons, to support the purposes of a wholesale water supply. The District has been working with EP to convert that permit temporary permit into a regular permit. In a response to a request for information EP had indicated that their immediate short term needs/demands and the rationale for the request of the reduced volume was to cover aquifer testing purposes. As staff worked through the application there was also a request to accept the existing pump test for that smaller volume and that limited purpose. Staff met with EP and proposed authorization under the General Permit by Rule, 3-1.20 Section D, that authorizes tests wells for production for aquifer testing as an option. Staff proposed that they might withdraw their current application and replace it with an application for the Permit by Rule. This would allow for some testing both for the District's and the applicant's purposes as well as offer some additional time to complete the wells. With the General Permit by Rule they would have 180 days to convert these test wells into permanent wells or plug them. After discussions of these options, EP initiated the request to operate under the General Permit by Rule.

Mr. Dupnik explained that the Board has the authority to deny a request for a General Permit by Rule if they do not feel that it's appropriate. He then asked direction from the Board. He said that it was staff's opinion that the limited purpose for what they intend to do fits within this type of permit. If the current application is withdrawn and replaced by this one, it would approve a one-time authorization for a limited volume to be identified in an aquifer test plan for a limited purpose only, which is aquifer testing, and would start a six month clock for getting the wells completed or plugged. This would allow EP to rethink their purpose and plans once they have done the testing, and submit a production permit application if or when they are prepared to. That application would follow our normal process, subject to notice, hearing, and review of aquifer test, protests, all of the normal steps in the standard process.

Mr. Smith stated that we went through some effort to round up volunteers with wells in the neighborhood to offer to be monitor wells so we installed probes in them. So we have an interest in developing knowledge about the Trinity aquifer. He then asked if we would we learn more if we allow EP to conduct this type of aquifer testing.

Mr. Dupnik stated that with the current permit application the 180 days will expire in March. If they try to expedite things to get them completed by then we would have a shorter timeframe to collect data. If they are granted the Permit by Rule we intend to be involved very closely with every stage of it including planning, implementation and recovery throughout the entire test.

Dr. Larsen asked which of the two options would give us the greater rigor.

Mr. Dupnik explained that the General Permit by Rule would give us more time to collect data.

Ms. Stone asked "isn't there a difference in whether the well is completed or not" between the two permits, which is big.

Mr. Dupnik answered that the wells are only temporary completed and they would have to do packer testing to replicate a completed well to the extent that they can.

Ms. Lila Knight thanked the District but said that she has absolutely no trust in EP.

Mr. Dupnik read into the record a letter from Vanessa Puig Williams, Attorney for TESP, wanting assurance that they would monitor wells within a ½ mile radius and supporting the staff's recommendation to allow authorization under the Permit by Rule.

Mr. Ed McCarthy stated that EP intends to fully cooperate with the District.

After further discussion, Mr. Smith moved that the Board directs the staff that if the application by Electro Purification otherwise complies with all of our rules, that we do not object to granting authorization of the General Permit by Rule for the limited purpose of aquifer testing.

Dr. Larsen seconded the motion and it passed unanimously with a vote of 4 to 0.

Sd. Discussion and possible action related to the District's technical review of the proposed stormwater controls for State Highway 45 Southwest and comments to be submitted to the Central Texas Regional Mobility Authority.

Mr. Dupnik explained that the committee met with Mr. Hegemier last Friday to consider the draft and comments that were in the last backup. He said that after the meeting; Mr. Hegemier drafted a letter incorporating comments and suggestions.

Mr. Smith said that the requirements before him are an improvement to the consent decree which was our goal, however, he wanted to know if anything was added that says that the fact that we are submitting these comments and we think that this is an improvement on the consent decree does not mean that we do not have concerns over the cumulative impact of all of the roadway projects

over the aquifer at more or less at the same time. He said that before he can support this he would like to include an additional sentence.

Dr. Larsen asked if the sentence that he wants to add would link all of the other projects to our approval of this document, which would be years and does not make sense to him. He said that he understands but the consent decree is pertinent to this project only.

Mr. Smith said that he cannot vote for the letter if we only focus on this project.

Dr. Larsen said that he cannot vote for what Mr. Smith is saying.

He went on to say that he believes that they are trying to pull the wool over our eyes and that they are building all of these things and segmenting them out in a deliberate attempt and successful so far to avoid a Federal EIS review.

Dr. Larsen asked if they could frame in a sentence somewhere between the two positions, he said that we should be involved in MoPac, but that has nothing to do with the consent decree. He said that he thinks we do need State Hwy 45 Southwest and that we have a system here that looks at all of the environmental issues and really performs really well to accommodate those including a half of a million dollar bonus. He said that we have been working on this since 1990.

Mr. Smith said that we have successfully kept the road from being built.

Dr. Larsen said he didn't know if that is successful because he looks at Brodie Lane and all of the negative impacts and all of the recharge features there that the City of Austin is not paying attention to. That causes additional environmental pressure and he would like us to look at that too.

Ms. Stone said that she understands what each Director is saying and that it's not related to this project but it is an opportunity to express concern.

Dr. Larsen said that he does not want this to be linked to future projects and another delaying tactic; he said that he ran on the platform for SW 45 to be built and built to environmental standards.

Mr. Dupnik asked if they could capture something that is acceptable to both Directors.

Dr. Larsen stated that you could put another sentence in there that the Barton Springs Aquifer District has a concern that the cumulative affect of the construction must be addressed, that's fine I just don't want them to be linked to specific projects.

Ms. Stone said that based on what each Director is saying that we could add the following sentence: We continue to be concerned about the cumulative effect of the multiple roadway projects over the recharge zone, which must be addressed.

Dr. Larsen said that the sentence does not say anything about linking them to specific projects so that is fine.

Ms. Stansberry commented that Dr. Larsen brought up an excellent point about the existing features next to existing roadways with nothing being addressed, and she would like to add that in as well. She also said that Mr. Hegemier's comments were very good and speaks to his years of experience as a reviewer/planner for LCRA, especially on downstream erosion that could take place outside of the right of way.

Ms. S.P. Gates commented that she is grateful for the opportunity to listen and learn and she is in awe of the scope of the work that the District is involved in and the responsibility. She expressed concern of rubber stamping everything because it fits the rules, and to keep questioning the rules and the motivation behind them.

After further discussion by the Board, Dr. Larsen moved to adopt the changes discussed in tonight's meeting in the CTRMA letter as our review comments and to be signed by the Board President.

Ms. Stone seconded the motion and it passed unanimously with a vote of 4 to 0.

5e. Discussion and possible action related to direction to the District representative to Groundwater Management Area (GMA) 10 on consideration of proposed Desired Future Conditions (DFCs) and Relevant Aquifer Designations including an alternative proposed DFC for the Saline Edwards Aquifer in the Northern Subdivision of GMA 10.

Mr. Dupnik gave an overview of the process for GMA10

After discussion, Mr. Smith moved to direct the staff to re-adopt the 2010 DFCs for all of the aquifers in GMA 10 except the Saline Edwards in the northern subdivision and in that subdivision to change the DFC from 5' to 75'.

Ms. Stone seconded the motion and it passed unanimously with a vote of 4 to 0.

Ms. Stone moved to adopt the relevant and non-relevant aquifers as described in the backup.

Dr. Larsen seconded the motion and it passed unanimously with a vote of 4 to 0.

6. Adjournment.

Without objection, Ms. Stansberry adjourned the meeting at 7:55 p.m.

Approved by the Board on February 25, 2016:

By: Blayne Stansberry Attest: Blake Dorsett
Blayne Stansberry, President Blake Dorsett, Secretary

Monthly Pumpage and Summary By Fiscal Year

Onion Creek Country Club

System: Onion Creek Country Club

Permitted Pumpage: 47,583,250

UDCP Approved Year: 2011

Fiscal Year	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Annual
2020	4,737,000	4,757,000	1,427,000	1,429,000	2,379,000	2,331,000	3,806,000	3,802,000	5,757,000	10,829,000	6,900,000		48,154,000
AVG for System	4,737,000	4,757,000	1,427,000	1,429,000	2,379,000	2,331,000	3,806,000	3,802,000	5,757,000	10,829,000	6,900,000		
SUM for System	4,737,000	4,757,000	1,427,000	1,429,000	2,379,000	2,331,000	3,806,000	3,802,000	5,757,000	10,829,000	6,900,000		

Permit retirement 3-1.20 E & 3-1.22 E:

3-1.20 E - General Conservation Permit. The purpose of this provision is to provide a protected, accumulative permit by rule that will be the holding vehicle for all Historic Use groundwater that was previously authorized groundwater production but is now associated with permanently retired permitted pumpage with Historic Use Status. Appropriate volumes associated with such retired water shall be added to the Conservation Permit. There is only one Conservation Permit and it is held by the District. The groundwater volume in the Conservation Permit is considered a committed use under permit as part of the Extreme Drought MAG and is included in the Ecological Flow Reserve.

3-1.22 E - Retirement of Historic Use in the Freshwater Edwards Management Zones.

1. Unless the total amount of water that will be allowed to be withdrawn from the aggregated Eastern and Western Freshwater Edwards Management Zones in the District, including both exempt and nonexempt wells, in those aquifers does not exceed the prevailing Extreme Drought MAG in Section 3-1.23(A)(1) of these Rules, all groundwater production authorized with designated Historic Use Status that is subsequently retired is assigned to a general permit by rule designated the Conservation Permit.

2. Retired Historic Use becomes and remains part of the Ecological Flow Reserve and is not subject to additional groundwater withdrawal authorization during Extreme Drought.

3. Retirement of Historic Use may be by permanent abandonment of all or part of the permit, or by acquisition of the rights to withdraw all or part of the water under the Historical Production Permit either on a full-time basis or during a specified District-declared drought stage(s) for purposes of decreasing total aquifer demand.

4. Upon completion of a transaction to retire Historic Use by acquisition of rights, the permittee relinquishing the rights shall file a minor amendment application with the District in accordance District Rule 3- 1.9.A(2) to memorialize the transaction, modify UDCPs as needed, and assign all retired Historic Use to the Conservation Permit and the Ecological Flow Reserve.

Monthly Pumpage and Summary By Fiscal Year

Onion Creek Country Club

System: Onion Creek Country Club (Trinity)

Permitted Pumpage: 127,410,000

UDCP Approved Year:

Fiscal Year	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Annual
2020	11,192,000	11,740,000	3,819,000	3,822,000	6,420,000	6,370,000	10,188,000	10,190,000	12,100,000	5,073,000	8,397,337		89,311,337
AVG for System	11,192,000	11,740,000	3,819,000	3,822,000	6,420,000	6,370,000	10,188,000	10,190,000	12,100,000	5,073,000	8,397,337		
SUM for System	11,192,000	11,740,000	3,819,000	3,822,000	6,420,000	6,370,000	10,188,000	10,190,000	12,100,000	5,073,000	8,397,337		

Item 5

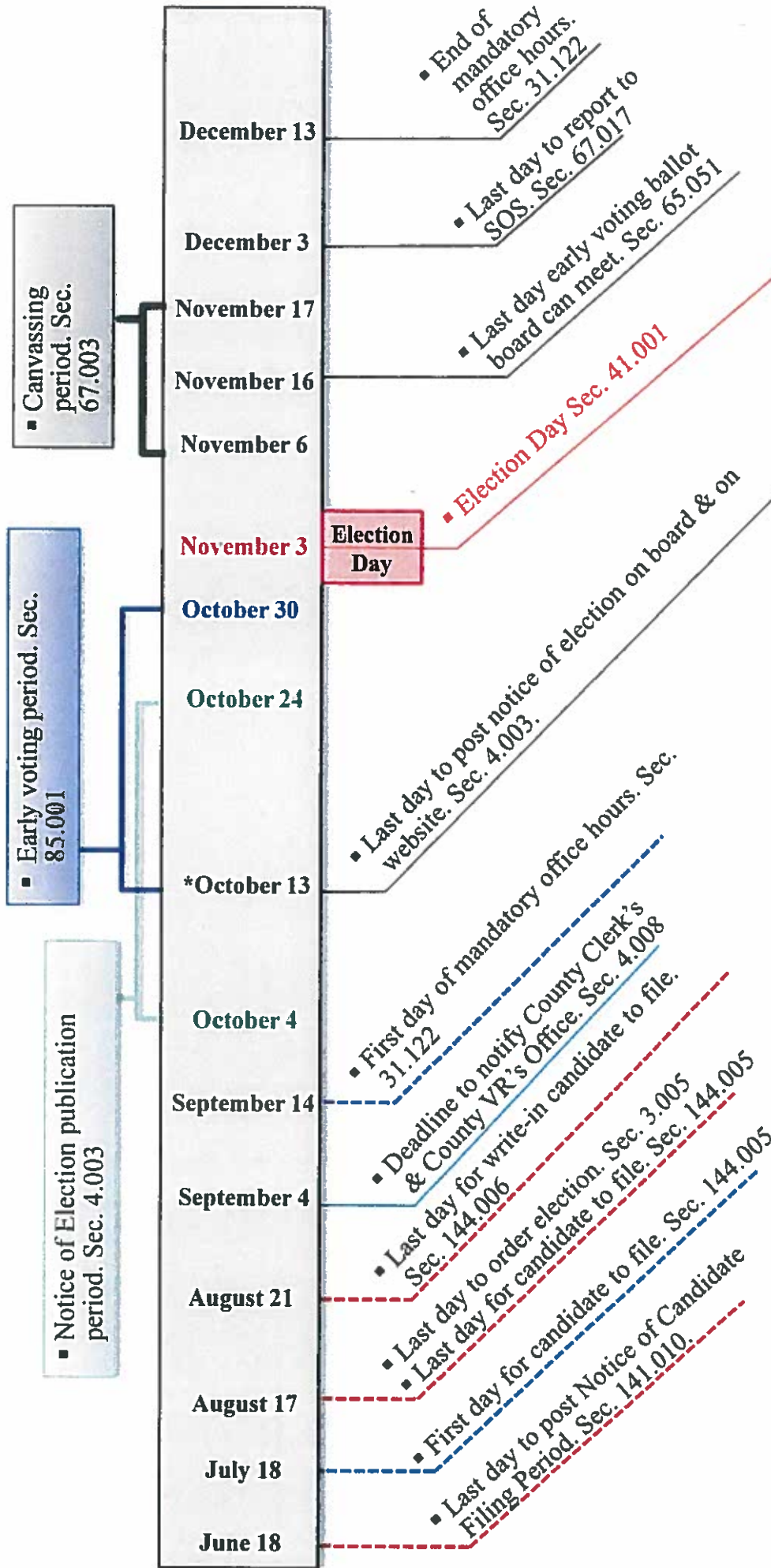
General Manager's Report

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

Topics

- a. Update on Aquifer conditions and status of drought indicators.**
- b. Update on Election related items.**
- c. Review of Status Report and update on team activities/projects.**
- d. Upcoming public events of possible interest.**

Timeline for General Election Process November 3, 2020



All section references refer to the Texas Election Code.

*Due to Governor's Proclamation early voting will begin October 13th.

STATUS REPORT UPDATE
FOR THE AUGUST 13, 2020 BOARD MEETING

Summary of Significant Activities – Prepared by Team Leaders

UPCOMING DATES OF INTEREST

- **District Board Meetings:** September 10th, October 8th
- **GMA 9 Meeting:** TBD (Kerrville)
- **GMA 10 Meeting:** TBD (San Antonio)
- **AGWT Texas Aquifer Conference:** August 12-13 (Virtual Conference)
- **TAGD Texas Groundwater Summit:** September 1-3, 2020 (San Antonio)
- **Election Day:** November 3, 2020
- **ASR for Texas:** November 19, 2020 (Austin)

GENERAL MANAGEMENT TEAM

Staff: VE
8/7/2020

Litigation and SOAH Activities

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

8/3/2020 – Since the July 1st, Abatement Report, EP and Kinder Morgan have finalized the terms and conditions for settlement of disputed issues between the parties. EP is confident that upon implementation of the resolution of the dispute that EP will be able to continue to pursue its pending groundwater production permit application on the SOAH Docket.

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

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

- **Needmore Water LLC:** Protestants filed an appeal of Needmore Water LLC permit. The District filed a response in March 2020.
- **Permian Highway Pipeline (PHP):**
The litigation team is currently working on filing a reply in support of their original motion for summary judgement. While they await the Court's decision in mid to late August, there may also be activity in the Sierra Club's suit against the PHP challenging the Corps' NWP 12.

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

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

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

Sustainable Yield Planning: GM and staff are planning to start work with a facilitator on our strategic workplan for policy workgroup discussions. Staff continues internal discussions related to modeling, future stakeholder meetings, potential rule-making objectives and timelines, Board Presentations.

Database Management System: Intra and District staff are working on mockups and revisions for the final phase of the project. Status updates, meeting reports, design work, and developer work is ongoing.

Region K Planning Group : August 13, 2020
Region L Planning Group: September 3, 2020

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

Meetings with Officials: NA

GM Meetings with Permittees:
Ruby Ranch ASR Project

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

Training, Presentations, and Conferences:

- Texas Water Foundation Leadership Institute Training – Vanessa Escobar, Michael Redman.
- American Groundwater Trust
- Texas Alliance of Groundwater Districts

GM Planning Efforts with Staff Teams:

- *Education Team* – website updates, enews prep, drought notice prep and media tool kit, communications planning goals, social media strategies, Kent Butler Summit
- *Aquifer Science Team* – grant review discussions, numerical modeling discussions
- *Regulatory Team* – sustainable yield planning, compliance overpumpage matter, permitting reviews, permittee site inspections, ASR permit finalization, Intra database project.
- *Administrative Team* – facility maintenance, grant application, operational & administrative tasks, Board meeting planning, election planning.

Other Regional/Local News:

- “Groundwater District Vows To Investigate Vista Ridge Water Waste”
<https://therivardreport.com/groundwater-district-vows-to-investigate-vista-ridge-water-waste/>

- “Texas moves ahead on discharging oil wastewater, even as EPA balks”
<https://texasgroundwater.us12.list-manage.com/track/click?u=55f2aa4d6b34db128fc4bf020&id=e3ae067e43&e=ab8b687ce7>
- “Texas Needs to Start Preparing for Possibility of 10-Year Megadroughts”
<https://news.utexas.edu/2020/07/08/texas-needs-to-start-preparing-for-possibility-of-10-year-megadroughts/>
- “When, It Rains, Texas Forgets Drought and Worsening Water Scarcity”
<https://www.circleofblue.org/2020/world/when-it-rains-texas-forgets-drought-and-worsening-water-scarcity/>
- “Texas water conservation stalls in latest scorecard”
<https://www.publicnewsservice.org/2020-06-23/environment/texas-water-conservation-stalls-in-latest-scorecard/a70616-1>
- Texas Water Conservation Scorecard: <http://www.texaswaterconservationscorecard.org/>

REGULATORY COMPLIANCE TEAM

Staff: KBE, ES, MR

August 8, 2020

Sustainable Yield

The RC team and Aquifer Science Team developed a process overview that outlines the timeline, milestones, and steps involved with completing the policy discussions, stakeholder aspects, and technical aspects of the sustainable yield effort. Staff is discussing modeling and policy internally. Staff met with a facilitator (Kimberly Horndeski, Community Consulting LLC) on 7/29/2020 to discuss stakeholder planning. Staff is finalizing proposal and will be bringing her on as consultant to help with stakeholder planning and meetings.

DFC Planning

The RC team is actively collaborating in planning discussions with the Aquifer Science Team, neighboring GCDs, GMA 10 representatives, and TWDB staff. We are working on preparing a timeline and planning strategy for our immediate and long-term goals related to DFC revisions and DFC monitoring compliance. Discussions will continue as we continue to attend GMA meetings and prepare to develop presentations, bring information to the Board and engage additional stakeholders. On January 16th, staff made a presentation to the Board on DFC process and proposed revisions. Staff has drafted a DFC memo and will begin revision process with GMA 10 and TWDB. Next GMA 9 & 10 meeting times and dates are still to be determined.

State Office Administrative Hearing (SOAH) Matters

EP and Kinder Morgan are finalizing the terms and conditions for a settlement. EP is confident that the dismissal of the KM and EP case will be dismissed by the 17th of August. Once the settlement between EP and KM is concluded, EP will continue to pursue its pending groundwater production permit application on the SOAH Docket.

Database Development Intera Contract

Intera continues to work on modules for completion and deployment. Staff had a meeting with Intera on July 8, 14 & 29, 2020 to discuss the progress of the project which included review and mockup of the Dashboard, Maps and Well Details. Meetings with Intera are scheduled throughout August to review mockups and to review other sections of the database. Staff will likely need to spend more time on this project to get it finalized.

Compliance Matter - Permittee Over Pumpage

The District is reviewing the overpumpage of some permittees who have surpassed or are encroaching a threshold of 500,000 gallon over pumped. There is still one month left before the fiscal year production volumes restart at 0. The District has contacted these permittees and all of them have been responsive so far. The staff anticipates that some of the permittees with overpumpage fees may seek to come before the Board to discuss their overpumpage and seek a fee waiver.

Permitting: In Review Applications:

- City of Hays Well Rehab/ Well Plugging
- Exempt/ LPP Domestic Wells
- Ruby Ranch ASR Operational Permit (Scheduled for September Board Meeting)
- Tindol Restaurant Group Trinity Minor Amendment

Other Project Efforts/ Planning Discussions

- TAGD legislative subcommittees
- Buda ASR well drilling
- Region K
- Permittee Workplan
- TWCA Groundwater subcommittee

Drought Compliance – No Drought

AQUIFER SCIENCE TEAM

Staff: BAS, BH, and JC (LC for ILA)
August 6, 2020

Sustainable Yield Evaluation of the Trinity Aquifers

Aquifer Science staff continue to collect data on the geology and hydrogeology related to the Trinity Aquifers. Aquifer Science staff are continuing to work on enhancing the monitor well networks in the EP and Needmore areas and are continuing to collect water-level and water-quality data from wells in these areas. We are working with Hays County to install Trinity monitor wells in the Jacob's Well area. Work on the District's own numerical modeling is ongoing. We are members of a technical committee to guide the development of a numerical groundwater model of the aquifers influenced by the Blanco River. Planning and funding of the Blanco River/Trinity model are close to being finalized with ongoing discussions between Hays County, Meadows Center, and Southwest Research Institute. Aquifer Science staff worked with the General Manager and the Regulatory Compliance team and other partners to submit an application for a Bureau of Reclamation drought resiliency grant. The application was submitted on August 5.

Alternative Water Supplies (ASR and Desalination)

Ruby Ranch has completed testing of injection of Edwards water into their Trinity well. Ruby Ranch submitted a final report on the ASR pilot testing to the TCEQ and the District on October 9, 2019. The District has received a permit application from Ruby Ranch for operation of their ASR system. The Ruby Ranch ASR system is now permitted for operation by TCEQ. The City of Buda recently completed the drilling of a Middle Trinity well for their ASR project and a pump test was conducted in July. The well is capable of pumping about 400 gpm, so it is expected that the same amount of water can be injected. Aquifer Science staff monitored the Antioch multiport well (about one mile away) during the pump test and were able to measure about 4 ft of drawdown as a result of pumping of the Buda ASR well.

Drought and Water-Level Monitoring

The District drought indicators are both heading downward, and the aquifer is likely to enter drought conditions by mid to late September if we do not receive substantial rains soon. On August 6, the Lovelady well had a level of 485.3 ft msl, about 4 ft below the peak water level that was reached on July 7. On August 6, Barton Springs was flowing at 57 cfs on July 1 and has been decreasing since April.

Presentations, Conferences, Reports, and Publications

The 16th Sinkhole Conference that was to be held in San Juan, PR in April 2020 was postponed until April 2021. A list of recent publications can be found at: <https://bseacd.org/scientific-reports/> Any conferences that District staff may be considering attending are being held virtually.

Travis County ILA - Hydrogeologic Atlas of Western Travis County

The 80-page Hydrogeologic Atlas of Southwest Travis County was published by BSEACD on April 29. This atlas covers the hydrogeology, structure, water quality, and water use of southwest Travis County and a portion of northern Hays County. The key result of this study is that some portions of these aquifers are undergoing significant lowering of water levels, and some portions are depleted with no groundwater available for water supply to wells. A second phase of work complimenting Phase 1 involves a final report plus a database of data collected during both phases of the project and will be completed by August 31.

EDUCATION TEAM

Staff: JV
August 7, 2020

District Operation Updates

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

District Newsletter

Education staff has been working with all teams to redevelop the format and frequency of the District newsletter with decreased team staff. The latest eNews was delivered to the District contact lists on July 31st. The Summer eNews release included topics on Monitoring Tools, Staff Updates, DFC Process and more.

Drought Planning

Staff are busy with drought preparation and procedures. Updating the various digital documents, creating a media toolkit, and gathering all required materials.

Website & Public Information

Staff has been working to improve basic readability and functionality of key web pages, in addition to updating spotlights, and project pages for public information purposes.

Kent Butler Summit

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

Strategic Planning + Communications

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

Scholarship Programs

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

for delivery to each of the camp applicants. Thank you letters to our judging panel have been sent out. View winners and essays at www.bseacd.org/scholarships.

District Well Water Checkup Postponed

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

Other meetings and activities:

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

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

From July-Aug, the District website had 2,191 total page views by 1,848 unique sessions. Top sites in order of number of views were Home Page (461), Maps (89), Staff (85). *The most popular FB posts included AgriLife's Healthy Lawns Healthy Waters Program share, Water Conservation Period Continues: Sprinkler Efficiency, and Latest District eNews Update.*

ADMINISTRATION TEAM

Staff: SD, TR, and DW
July 3, 2020 – August 7, 2020

Accounts Receivable/Permittee Cycle Billings

August permittee monthly billings mailed out on July 16, 2020 (\$29,147). This is the final billing cycle for FY 2020.

Initial FY 2021 billings are to be mailed out on August 16, 2020, after permit renewals are renewed by the Board.

Election – November 3, 2020

There are three director precincts that are involved this year:

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

UPDATES: The Early Voting period has been extended.

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

End-of-Year Processes

Closing books for FY2020 and opening FY2021 books, creating all new files and storing the old.

Financial Reporting – Website Transparency Section

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

Grants

Assisted with the U.S. Department of Interiors, Bureau of Reclamation application.

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

Item 6

Director's Reports

Directors' Reports.

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

- **Meetings and conferences attended or that will be attended;**
- **Committee formation and updates;**
- **Conversations with public officials, permittees, stakeholders, and other constituents;**
- **Commendations; and**
- **Issues or problems of concern.**

Item 7

Adjournment