

NOTICE OF OPEN MEETING

Notice is given that a **Regular Meeting** of the Board of Directors of the Barton Springs/Edwards Aquifer Conservation District will be held at the **District office**, located at 1124 Regal Row, Austin, Texas, on **Thursday, August 27, 2015**, commencing at **6:00 p.m.** for the following purposes, which may be taken in any order at the discretion of the Board.

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

1. **Call to Order.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **Routine Business.**
 - a. **Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
 1. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **NBU**
 2. Approval of minutes of the Board's July 30, 2015 Regular Meeting. **Not for public review at this time**
 3. Approval of end-of-year adjustments to the FY15 Budget. **Pg. 9**
 4. Approval of records disposition according to the TSLAC-approved District Records Retention Schedule. **Pg. 15**
 5. Ratification of the assignment agreement between the District, Tom Hegemier (Hegemier) and Alan Plummer Associates, Inc. (APAI) assigning Hegemier contract with the District to APAI as approved by the General Manager. **Pg. 19**
 6. Approval of out-of-state travel for Brian Hunt to attend the Aquifer Testing for Improved Hydrogeologic Site Characterization workshop in Fort Collins, Colorado from September 9-10, 2015. **Pg. 23**
 7. Approval of out-of-state travel for Brian Smith to attend the 14th Sinkhole Conference in Rochester, Minnesota from October 5-9, 2015. **Pg. 24**
 8. Approval of the Regional Facility Grant Contract with the Texas Water Development Board. **Pg. 25**

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

1. Standing Topics.

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

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

- i. Review of Status Update Report – at directors' discretion **Pg. 43**
- ii. Update on activities related to GMA and regional water planning
- iii. Update on Regulatory Compliance Team activities
- iv. Update on ongoing Aquifer Science Team projects
- v. Update on the review of the Employees Policy Manual
- vi. Update on activities related to the HCP and the associated draft EIS

4. Discussion and Possible Action.

- a. Discussion and possible action related to activities associated with annexation and a report on recent and future outreach events. **Pg. 48**
- b. Discussion and possible action related to activities associated with the District review of State Highway 45 Southwest design plans. **Pg. 58**
- c. Discussion and possible action related to formation of a Facilities Upgrades Board subcommittee and activities related to office building renovations planning. **Pg. 60**
- d. Discussion and possible action related to assessment of District Goals and Objectives for FY15, and identification of possible goals for FY16. **Pg. 66**
- e. Discussion and possible action related to evaluation of the performance of the General Manager's office in FY15 including assessment of incentive compensation. **NBU**

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

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

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

6. Adjournment.

Came to hand and posted on a Bulletin Board in the Courthouse, Travis County, Texas, on this, the _____ day of August, 2015, at _____ .m.

_____, Deputy Clerk

Travis County, TEXAS

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

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

Item 1

Call to Order

Item 2

Citizen Communications

Item 3

Routine Business

a. Consent Agenda

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**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

M E M O R A N D U M

DATE: August 21, 2015
TO: District Board of Directors
FROM: Dana
RE: Consent Agenda Item 3.a.3
Approval of end-of-year adjustments to the FY 2015 Budget

There are no end-of-year adjustments required.

1:00 PM

08/21/15

Accrual Basis

Barton Springs Edwards Aquifer Profit & Loss Budget vs. Actual September 2014 through August 2015

Ordinary Income/Expense	Sep '14 - Aug 15	Budget	\$ Over Budget	% of Budget
Income				
4400.0 · Interest Income	525.18	400.00	125.18	131.3%
4625.0 · MISCELLANEOUS INCOME				
4626.1 · Other Income	551.00	0.00	551.00	100.0%
4626.2 · Camp Scholarship Program-EARDAC	433.69	0.00	433.69	100.0%
4625.0 · MISCELLANEOUS INCOME - Other	0.00	0.00	0.00	0.0%
Total 4625.0 · MISCELLANEOUS INCOME	984.69	0.00	984.69	100.0%
4800.0 · USAGE AND PRODUCTION FEES				
4801.0 · Permittees Water Production Fee	568,744.36	577,931.00	-9,186.64	98.4%
4803.0 · CoA Water Use Fee Assessment	725,004.00	725,004.00	0.00	100.0%
4805.0 · Permittees Annual Permit Fee	4,400.00	4,350.00	50.00	101.1%
4807.0 · Permittees Water Transport Fees	124,000.00	124,000.00	0.00	100.0%
4800.0 · USAGE AND PRODUCTION FEES - Other	-29,067.95	0.00	-29,067.95	100.0%
Total 4800.0 · USAGE AND PRODUCTION FEES	1,393,080.41	1,431,285.00	-38,204.59	97.3%
4810.0 · OTHER FEES				
4806.0 · Permittees Late Payment Fees	288.62	0.00	288.62	100.0%
4815.0 · Well Develop Application Inspec	7,950.00	0.00	7,950.00	100.0%
4816.0 · Meter Reading Fees/Pluggings	875.00	0.00	875.00	100.0%
4818.0 · Drought Management Fees	1,000.00	0.00	1,000.00	100.0%
4810.0 · OTHER FEES - Other	0.00	8,114.00	-8,114.00	0.0%
Total 4810.0 · OTHER FEES	10,113.62	8,114.00	1,999.62	124.6%
Total Income	1,404,703.90	1,439,799.00	-35,095.10	97.6%
Gross Profit	1,404,703.90	1,439,799.00	-35,095.10	97.6%
Expense				
6000.0 · UTILITIES				
6001.0 · Electricity & Water Service	5,850.95	7,000.00	-1,149.05	83.6%
6002.0 · Phone, Internet, Telemetry	10,356.09	11,800.00	-1,443.91	87.8%
6003.0 · Smartphone Reimbursements	6,125.00	7,000.00	-875.00	87.5%
Total 6000.0 · UTILITIES	22,332.04	25,800.00	-3,467.96	86.6%
6005.0 · Print/Copy/Photo Services	2,000.00	2,000.00	0.00	100.0%
6007.0 · Postage Freight Shipping	1,837.49	3,000.00	-1,162.51	61.2%
6010.0 · Office Supplies	7,775.96	10,500.00	-2,724.04	74.1%
6010.1 · Canteen	2,530.78	2,000.00	-1,021.62	48.9%
6010.2 · Office Furniture	978.38	6,000.00	-398.80	93.4%
6011.0 · Comp Hardware-Plotter Supplies	5,601.20	0.00	0.00	0.0%
6013.0 · 3-D Modeling Project	0.00	2,400.00	-725.00	69.8%
6014.0 · Software Acquisition & Upgrades	1,675.00	12,000.00	0.00	100.0%
6015.0 · IT Monthly Maintenance	12,000.00	5,600.00	-783.67	86.0%
6016.0 · Meeting Expense	4,816.33			

1:00 PM

08/21/15

Accrual Basis

Barton Springs Edwards Aquifer Profit & Loss Budget vs. Actual September 2014 through August 2015

	Sep '14 - Aug 15	Budget	\$ Over Budget	% of Budget
6017.0 • EXTERNAL MTGS & SPONSORSHIPS				
6017.1 • Travel & Meals	0.00	0.00	0.00	0.0%
6017.2 • Registration Fees	340.00	0.00	340.00	100.0%
6017.3 • Sponsorships and Contributions	4,440.00	0.00	4,440.00	100.0%
6017.0 • EXTERNAL MTGS & SPONSORSHIPS - Other	0.00	5,000.00	-5,000.00	0.0%
Total 6017.0 • EXTERNAL MTGS & SPONSORSHIPS	4,780.00	5,000.00	-220.00	95.6%
6019.0 • Subscriptions/Publications	3,327.01	3,565.00	-237.99	93.3%
6020.0 • Advertising	3,571.04	4,000.00	-428.96	89.3%
6021.0 • MISCELLANEOUS EXPENSES				
6021.2 • General	537.34	0.00	537.34	100.0%
6021.3 • Bank Charges	0.00	0.00	0.00	0.0%
6021.0 • MISCELLANEOUS EXPENSES - Other	-30.00	0.00	-30.00	100.0%
Total 6021.0 • MISCELLANEOUS EXPENSES	507.34	0.00	507.34	100.0%
6022.0 • Accounting System Operation	1,528.80	0.00	1,528.80	100.0%
6022.1 • Timekeeping Service-prepaid	803.70	3,500.00	-2,696.30	23.0%
Total 6022.0 • Accounting System Operation	2,332.50	3,500.00	-1,167.50	66.6%
6023.0 • MAINTENANCE				
6024.0 • Auto Maintenance	6,399.84	7,000.00	-600.16	91.4%
6025.0 • Office Complex Maintenance				
6025.1 • Facilities Upgrades	11,749.96	12,000.00	-250.04	97.9%
6025.2 • Special Projects Office Shuffle	0.00	0.00	0.00	0.0%
6025.21 • Special Projects #2	0.00	0.00	0.00	0.0%
6025.3 • Security System Monitoring	864.40	0.00	864.40	100.0%
6025.4 • Facilities Repairs	2,323.39	5,000.00	-2,676.61	46.5%
6025.0 • Office Complex Maintenance - Other	8,123.74	10,600.00	-2,476.26	76.6%
Total 6025.0 • Office Complex Maintenance	23,061.49	27,600.00	-4,538.51	83.6%
Total 6023.0 • MAINTENANCE	29,461.33	34,600.00	-5,138.67	85.1%
6030.0 • CAPITAL OUTLAY-over 5,000				
6035.0 • Vehicles - Capital	0.00	0.00	0.00	0.0%
Total 6030.0 • CAPITAL OUTLAY-over 5,000	0.00	0.00	0.00	0.0%
6040.0 • LEASES				
6040.2 • Copier Lease & Maintenance	10,500.00	10,500.00	0.00	100.0%
6040.3 • Postage Machine Lease - Pre-Pd	1,128.00	1,104.00	24.00	102.2%
Total 6040.0 • LEASES	11,628.00	11,604.00	24.00	100.2%

1:00 PM

08/21/15

Accrual Basis

Barton Springs Edwards Aquifer Profit & Loss Budget vs. Actual September 2014 through August 2015

	Sep '14 - Aug 15	Budget	\$ Over Budget	% of Budget
6065.0 · DIRECTOR EXPENSES				
6065.1 · Directors Travel/Meals	644.44	0.00	644.44	100.0%
6065.2 · Directors Registration Fees	3,240.00	0.00	3,240.00	100.0%
6065.0 · DIRECTOR EXPENSES - Other	0.00	5,000.00	-5,000.00	0.0%
Total 6065.0 · DIRECTOR EXPENSES	3,884.44	5,000.00	-1,115.56	77.7%
6066.0 · Directors Compensation				
6075.0 · DUES & MEMBERSHIPS	37,615.00	45,000.00	-7,385.00	83.6%
6076.0 · District Dues & Memberships	3,842.86	0.00	3,842.86	100.0%
6077.0 · Staff Dues & Memberships	1,512.05	0.00	1,512.05	100.0%
6075.0 · DUES & MEMBERSHIPS - Other	0.00	6,000.00	-6,000.00	0.0%
Total 6075.0 · DUES & MEMBERSHIPS	5,354.91	6,000.00	-645.09	89.2%
6080.0 · EDUCATION AND OUTREACH				
6080.01 · PUBLICATIONS	212.30	500.00	-287.70	42.5%
6080.20 · OUTREACH				
6080.22 · Cleanups	0.00	0.00	0.00	0.0%
6080.23 · Media and PR	1,305.87	0.00	1,305.87	100.0%
6080.31 · Conservation Awards	110.00	0.00	110.00	100.0%
6080.33 · Neighborhoods and Schools	2,028.03	0.00	2,028.03	100.0%
6080.34 · Scholarships	5,021.64	0.00	5,021.64	100.0%
6080.20 · OUTREACH - Other	306.28	10,000.00	-9,693.72	3.1%
Total 6080.20 · OUTREACH	8,771.82	10,000.00	-1,228.18	87.7%
6080.27 · Conferences and Seminars	0.00	1,250.00	-1,250.00	0.0%
6080.28 · Contracted Support	1,537.50	7,000.00	-5,462.50	22.0%
6080.29 · Equipment and Supplies	2,393.48	0.00	2,393.48	100.0%
6080.35 · GENERAL SUPPORT	2,000.00	5,250.00	-3,250.00	38.1%
Total 6080.0 · EDUCATION AND OUTREACH	14,915.10	24,000.00	-9,084.90	62.1%
6081.0 · REGULATORY COMPLIANCE				
6081.1 · Projects & Investigations	1,457.40	3,000.00	-1,542.60	48.6%
6081.2 · Well Sampling and Services	4,982.64	9,000.00	-4,017.36	55.4%
6081.4 · Conferences and Seminars	1,562.00	2,500.00	-938.00	62.5%
6081.5 · Contracted Support	1,838.50	4,500.00	-2,661.50	40.9%
6081.6 · Equipment and Supplies	2,847.58	5,000.00	-2,152.42	57.0%
Total 6081.0 · REGULATORY COMPLIANCE	12,688.12	24,000.00	-11,311.88	52.9%
6084.92 · GENERAL MANAGEMENT				
6085.0 · Elections	0.00	0.00	0.00	0.0%
6086.0 · GMA Joint Planning	18,250.00	20,550.00	-2,300.00	88.8%
6086.3 · Contracted Support	17,197.75	30,000.00	-12,802.25	57.3%
6087.0 · HCP-Completion Project	17,270.00	57,000.00	-39,730.00	30.3%
6088.0 · HCP-Hicks-Project 11047	32,748.33	0.00	32,748.33	100.0%
6088.6 · Conferences and Seminars	1,598.90	3,000.00	-1,401.10	53.3%
Total 6084.92 · GENERAL MANAGEMENT	87,064.98	110,550.00	-23,485.02	78.8%

1:00 PM

08/21/15

Accrual Basis

Barton Springs Edwards Aquifer Profit & Loss Budget vs. Actual September 2014 through August 2015

	Sep '14 - Aug 15	Budget	\$ Over Budget	% of Budget
6089.0 • AQUIFER SCIENCE				
6089.1 • Hydrogeologic Characterization	5,450.30	5,500.00	-49.70	99.1%
6089.2 • Water Chemistry Studies	4,000.00	4,000.00	0.00	100.0%
6089.3 • Monitor Wells, Equipment /Suppl	11,473.67	11,500.00	-26.33	99.8%
6089.5 • Conferences and Seminars	2,964.16	4,000.00	-1,035.84	74.1%
6089.6 • Contracted Support	8,076.00	20,000.00	-11,924.00	40.4%
6089.7 • Westbay Project	2,038.68	160,000.00	-157,961.32	1.3%
6089.0 • AQUIFER SCIENCE - Other	1,040.00			
Total 6089.0 • AQUIFER SCIENCE	35,042.81	205,000.00	-169,957.19	17.1%
6090.0 • Conservation Credits	0.00	29,068.00	-29,068.00	0.0%
6100.0 • INSURANCE - DISTRICT				
6101.0 • Liability & Property - Pre-paid	4,793.08	0.00	4,793.08	100.0%
6102.0 • Insurance not pre-paid (bonds)	210.47	0.00	210.47	100.0%
6100.0 • INSURANCE - DISTRICT - Other	0.00	5,750.00	-5,750.00	0.0%
Total 6100.0 • INSURANCE - DISTRICT	5,003.55	5,750.00	-746.45	87.0%
6150.0 • INSURANCE - GROUP				
6151.1 • Health Insurance Employee	74,161.43	74,100.00	61.43	100.1%
6151.11 • Health Insurance Dependents	9,344.58	10,000.00	-655.42	93.4%
6151.2 • Dental Insurance Family	12,203.54	13,750.00	-1,546.46	88.8%
6151.3 • Life Insurance Employee	10,076.74	12,500.00	-2,423.26	80.6%
6151.4 • Vision Reimbursement Employee	919.96	2,000.00	-1,080.04	46.0%
Total 6150.0 • INSURANCE - GROUP	106,706.25	112,350.00	-5,643.75	95.0%
6160.0 • LEGAL SERVICES				
6161.0 • General Matters / Personnel	25,758.89	0.00	25,758.89	100.0%
6164.0 • Redistricting	346.00			
6166.0 • City of Kyle	5,775.16	0.00	5,775.16	100.0%
6167.0 • Rules & ByLaws Issues	0.00	0.00	0.00	0.0%
6168.0 • Jeremiah Ventures	0.00	0.00	0.00	0.0%
6168.1 • Hill Country PGMA	0.00	0.00	0.00	0.0%
6168.3 • De-Annexation	0.00	0.00	0.00	0.0%
6168.4 • SH 45 SW	22,009.24			
6168.6 • AG Opinions	14,956.14			
6168.7 • Annexation	16,440.95			
6160.0 • LEGAL SERVICES - Other	735.00	86,800.00	-86,065.00	0.8%
Total 6160.0 • LEGAL SERVICES	86,021.38	86,800.00	-778.62	99.1%
6170.0 • PROFESSIONAL SERVICES				
6173.0 • Financial Annual Audit	12,000.00	12,000.00	0.00	100.0%
6176.0 • Website and Database	3,015.00	5,000.00	-1,985.00	60.3%
6177.0 • The Standard Ret Plan Admin	14,760.52	15,500.00	-739.48	95.2%
6178.0 • Elections	15,277.27	15,278.00	-0.73	100.0%
Total 6170.0 • PROFESSIONAL SERVICES	45,052.79	47,778.00	-2,725.21	94.3%
6179.0 • LEGISLATION	35,000.00	40,000.00	-5,000.00	87.5%

1:00 PM

08/21/15

Accrual Basis

Barton Springs Edwards Aquifer Profit & Loss Budget vs. Actual September 2014 through August 2015

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6180.0 · PROF DEVELOPMENT & SUPPORT				
6182.0 · Travel & Meals	565.00	0.00	565.00	100.0%
6183.0 · Registration Fees	2,415.00	0.00	2,415.00	100.0%
6180.0 · PROF DEVELOPMENT & SUPPORT - Other	0.00	15,000.00	-15,000.00	0.0%
Total 6180.0 · PROF DEVELOPMENT & SUPPORT	2,980.00	15,000.00	-12,020.00	19.9%
6184.0 · DISCRETIONARY FUNDS				
6184.1 · Principal BS	1,299.00	3,000.00	-1,701.00	43.3%
6184.2 · Senior BH	1,460.60	1,500.00	-39.40	97.4%
6184.3 · GM JD	0.00	3,000.00	-3,000.00	0.0%
6184.4 · Senior DCW	1,114.96	1,500.00	-385.04	74.3%
6184.5 · Senior RHG	877.00	1,500.00	-623.00	58.5%
Total 6184.0 · DISCRETIONARY FUNDS	4,751.56	10,500.00	-5,748.44	45.3%
6199.0 · SALARIES AND WAGES				
6200.0 · Salaries	720,911.46	710,951.00	9,960.46	101.4%
Total 6199.0 · SALARIES AND WAGES	720,911.46	710,951.00	9,960.46	101.4%
6202.0 · Payroll Direct Deposit Expenses	581.73	0.00	581.73	100.0%
6203.0 · TAXES & BENEFITS				
6203.1 · Workers Comp Insurance Pre-p	2,594.02	3,600.00	-1,005.98	72.1%
6203.2 · Payroll Tax Expenses-FICA-Med	55,688.38	59,664.00	-3,975.62	93.3%
6203.3 · Retirement-District Contributio	52,929.20	55,000.00	-2,070.80	96.2%
6203.4 · Texas Workforce C3 Taxes	127.10	2,070.00	-1,942.90	6.1%
6203.7 · Accrued Vacation Expense	1,410.55	0.00	1,410.55	100.0%
Total 6203.0 · TAXES & BENEFITS	112,749.25	120,334.00	-7,584.75	93.7%
6301.0 · Depreciation Expense	0.00	0.00	0.00	0.0%
6690.0 · Reconciliation Discrepancies	-149.99			
Total Expense	1,433,327.74	1,729,650.00	-296,322.26	82.9%
Net Ordinary Income	-28,623.84	-289,851.00	261,227.16	9.9%
Other Income/Expense				
Other Income	0.00	295,000.00	-295,000.00	0.0%
9000.00 · Transfer from Reserves	0.00	295,000.00	-295,000.00	0.0%
Total Other Income	0.00	5,000.00	-5,000.00	0.0%
Other Expense				
9001.00 · Transfer to Reserves	0.00	5,000.00	-5,000.00	0.0%
Total Other Expense	0.00	290,000.00	-290,000.00	0.0%
Net Other Income	-28,623.84	149.00		
Net Income	-28,623.84	149.00		



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

MEMORANDUM

Date: August 27, 2015
To: District Board of Directors
From: Dana
Re: Records Disposition – General Statements

Records are disposed of according to the Texas State Library and Archives Commission (TSLAC) Local Schedule GR: Retention Schedule for Records Common to All Local Governments that are finalized in the Texas Administrative Code (TAC).

This retention schedule establishes mandatory minimum retention periods for the records listed. The originals of records listed in this schedule may be disposed of prior to the expiration of the stated minimum retention period if they have been microfilmed or electronically stored pursuant to the provisions of Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the TSLAC adopted under authority of those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program. (Permittee meter readings are an example of this.)

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described. Although AV may be used as a retention period on a records control schedule of a local government, it is in the best interest of any records management program that fixed retention periods be assigned for each records series. AV records tend to accumulate and go unmanaged.

**Record Disposition
FY 2015**

Box	Records #	Records Year and Series Titles	Retention Years	Suggested Destruction Date	Notes
1	1050-54 b	2011 Vacation Payable Spreadsheet	3 years	2014	
	1050-54 b	2012 Vacation Payables, and Insurance Payables	3 years	2015	
	1050-52 a	2012 Payroll Employee Files - Direct Deposit Stubs	4 years	2015	QB
	1025-01 e	Audit Working Papers for	3 years	2015	including 2012 in count
		2012 MANAGEMENT PLAN WORKING PAPERS	3 years	2015	
	1024-04 c	Budget Working Papers for			
		2012 ANNUAL REPORT WORKING PAPERS	2 years	2014	
	1075-03 b	2012 Purchase Order, Void Checks, A/P			
		and Payroll Logs (Chronological Registers)	3 years	2015	
	1025-27	Accounts Receivable (w/cc ineligibility list) for			
2		2012 CYCLE BILLING SPREADSHEETS	3 years	2015	
	1025-26	Accounts Payable - 2012 prepaids	3 years	2015	QB
	1050-52 a	2013 Payroll Employee Files - Direct Deposit Stubs	4 years	2016	QB
					including 12&16 in count
	1025-27	Accounts Receivable - 2013 Permittee Payments	3 years	2016	including 2013 in count
	1025-26	2013 Accounts Payable Vi-Z, Insurance, ProfDev, Dues	3 years	2016	
	1000-26c	2013 Meter Readings	3 years	2016	permanant server scans
	1025-27	Accounts Receivable - 2012 Permittee Payments	3 years	2015	
	1025-04 c	2014 Budget Revision 2 Working Papers	2 years	2016	including 2014 in count
	1025-04 c	2013 Budget Revision 1 Working Papers	2 years	2015	
6	1025-04 c	2014 Initial Budget Working Papers	2 years	2016	including 2014 in count
	1025-27	2009 Drought Management Fees (A/R)	3 years	2012	including 2014 in count
	1025-01 e	2013 Financial Audit Working Papers AND Audit	2 years		
		Management Discussion and Analysis Working Papers	2 years	2015	
7	1050-52 a	2010 Payroll Employee Files - Direct Deposit Stubs	4 years	2014	QB
	1050-52 a	2011 Payroll Employee Files - Direct Deposit Stubs	4 years	2015	QB
	1025-27	2011-2012 Drought Management Fees (A/R)	3 years	2014-2015	QB
	1025-26	Accounts Payable - 2010 Insurance Payables	3 years	2013	

**Record Disposition
FY 2015**

Box	Records #	Records Year and Series Titles	Retention Years	Suggested Destruction Date	Notes
8	1025-26	2012 Accounts Payable - A-Sh	3 years	2015	
9	1025-26	2012 Accounts Payable - St-Z, Dues Subscriptions and Conferences	3 years	2015	
	1050-58	2012 Employee Expense Reimbursements	3 years	2015	
10	1025-01 e	2011 Audit Management Discussion and Analysis Working Papers	2 years	2013	
		2011 Meter Reading Audit			
	1025-01 e	2011 Financial Audit Working Papers	2 years	2013	
	1025-27	2011 Accounts Receivable CYCLE BILLING SPREADSHEETS	3 years	2015	
	1025-01 e	2009 Financial Audit Working Papers AND Audit Management Discussion and Analysis Working Papers	2 years	2013	
	1050-14	2012 Employment Applications, Submitted Resumes (KBE)	2 years	2014	
	1024-04 c	2011 Annual Report Working Papers	2 years	2013	
	1025-04 c	2012 Budget Revision 2 Working Papers	2 years	2014	
	1025-04 c	2013 Annual Report Working Papers	2 years	2015	
11	1050-15 a	Expired Consultant Contracts/Agreements	4 years		various
	1050-14	2013 Employment Applications, Submitted Resumes (VE)	2 years	2015	
	1025-01 e	2010 Financial Audit Working Papers AND Audit Management Discussion and Analysis Working Papers	2 years	2012	
	1025-01 e	2012 Financial Audit Working Papers AND Audit Management Discussion and Analysis Working Papers	2 years	2014	
12	1024-04 c	2012 Initial Budget Working Papers	2 years	2014	
		2011-2012 Management Plan Revision Working Papers	2 years	2013-2014	
	1025-01 e	2013 Financial Audit Working Papers AND Audit Management Discussion and Analysis Working Papers	2 years	2015	
	1024-04 c	2014 Annual Report Working Papers	2 years	2016	
	1024-04 c	2013 Initial Budget Working Papers	2 years	2015	including 2016 in count

**Record Disposition
FY 2015**

Box	Records #	Records Year and Series Titles	Retention Years	Suggested Destruction Date	Notes
13	1025-01 e	2012 Financial Audit Working Papers (more)	2 years	2015	including 2012 in count including 12&16 in count
	1050-52 a	Payroll Records - 2012 Payroll Journal	4 years	2015	
	1025-28	2012 Bank Statements / Reconciliations	5 years	2016	
	1075-03 b	2012 Purchase Order Log	3 years	2015	

See Memo.

Note: I have gone through each of these boxes (as is customary before disposition) and pulled any records found to be administratively valuable (AV).

QB = even though hard copy files are being disposed of, the information remains as a record in Quickbooks.

ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT

This ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT (this "Agreement") is made and entered into as of the 30th day of July, 2015 (the "Assignment Date"), by and among Tom Hegemier, P.E., (the "Assignor"), Alan Plummer Associates, Inc., a Texas Corporation (the "Assignee"), and Barton Springs/Edwards Aquifer Conservation District (the "District").

RECITALS

WHEREAS, the Assignor and the District have entered into that certain personal services agreement (the "Contract"), dated June 15, 2015, to provide engineering and technical consulting services in connection with the District's evaluation of State Highway 45 Southwest designs;

WHEREAS, after the execution of the Contract, a copy of which is attached to this Agreement as Exhibit A, the Assignor agreed to become an employee of the Assignee;

WHEREAS, the District desires that the Assignor complete the duties and obligations provided for under the Contract as an employee of Assignee;

WHEREAS, the Assignor desires to assign to the Assignee all of the Assignor's rights, title and interest in, to and under the Contract;

WHEREAS, the Assignee desires to assume the duties and obligations of the Assignor under the Contract; and

WHEREAS, the Assignor and Assignee both desire to obtain the consent of the District, and the District has agreed to consent to the Contract assignment;

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants set forth herein, the parties hereto hereby agree as follows:

1. Assignment of the Contract. Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of its rights, title and interests in, to and under the Contract.
2. Assumption of Contract. Assignee hereby undertakes, accepts and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. Assignee's Assumption of Scope of Work; Compensation. Assignee represents and warrants to the District that it will perform all the duties and obligations provided for in the Contract, including but not limited to the Scope of work outlined in Section II of the Contract. Assignee acknowledges and agrees that Assignee is subject to all the terms of the

Contract, including but not limited to the amount of Compensation provided for in Section II. Assignee acknowledges and agrees that Assignee is an independent contractor and that it will be in control of the work as outlined in the Contract.

4. Representation and Warranties. Assignee represents and warrants to the District all of the representations and warranties contained in Section V of the Contract. Further, Assignee represents and warrants that Assignor will control the work to be performed under the Contract as an employee of Assignee and that Assignee will not assign another employee to control the work without the District's prior written approval.
5. Indemnification. Assignee agrees to indemnify and hold harmless the District and its officers, employees, members of its governing body, agents, and representatives from any damages, liability, or claim of liability, causes of action, takings, loss, injury, expenses, and costs, including court costs and reasonable attorney's fees, arising out of, or in connection with Contractor's performance of this Contract. This indemnification extends to the work performance by subcontractors that Assignee utilizes in conducting the work.
6. Consent and Release. The District hereby consents to the assignment and assumption of the Contract, as set forth in Sections 1 and 2, above, and hereby releases the Assignor from all its duties and obligations with respect to the Contract.
7. Covenants.
 - a. Assignee shall hold Assignor harmless from, and hereby indemnifies Assignor against any and all claims, costs, penalties, damages, losses, liabilities and expenses (including reasonable attorneys' fees) that may at any time be incurred by Assignor as a result of acts, omissions or occurrences relating to the Contract which occur, accrue or arise after the Assignment Date.
 - b. Assignor shall be responsible for, and hereby indemnifies and holds Assignee harmless from and against, any and all claims, costs, penalties, damages, losses, liabilities and expenses (including reasonable attorneys' fees) that may at any time be incurred by Assignee as a result of acts, omissions, or occurrences relating to the Contract which occur, accrue or arise prior to the Assignment Date, but only to the extent that Assignor is liable for same as provided in the Contract.
8. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and interpreted, construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Assignor, Assignee, and District have each caused this Agreement to be duly executed as of the date first written above.

ASSIGNOR:

TOM HEGEMIER, P.E.

Tom Hegemier

Digitally signed by Tom Hegemier
DN: cn=Tom Hegemier, o=APAI, ou=Water,
email=thegemier@apaenv.com, c=US
Date: 2015.08.06 09:30:55 -05'00'

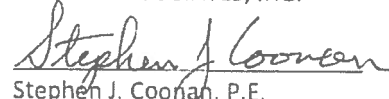
By: _____

Tom Hegemier, P.E.
Owner

ASSIGNEE:

ALAN PLUMMER ASSOCIATES, INC.


By: _____


Stephen J. Coonan, P.E.
Principal

DISTRICT:

BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT

By: _____


John T. Dupnik, P.G.
General Manager

APPROVED AS TO FORM

By: _____


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

Exhibit A

Contractual Agreement for Engineering and Technical Services Between Barton Springs/Edwards Aquifer
Conservation District and Tom Hegemier, P.E.



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

MEMORANDUM

To: Board of Directors
From: Brian B. Hunt, P.G., Senior Hydrogeologist
Thru: John T. Dupnik, P.G., General Manager
Subject: Out-of-state travel
Date: 8/21/2015

I am requesting approval for out-of-state travel to attend a training course titled "Aquifer Testing for Improved Hydrogeologic Site Characterization" in Ft. Collins, CO on Sept 9 and 10, 2015. The course will feature both the equipment (In-Situ) and the software (AQTESOV) that we use to collect and evaluate data.

This training is especially timely given the expected permit applications and subsequent aquifer tests from the recently annexed area. Further, it will provide more tools to evaluate the aquifer test data which will be an integral component of assessing critical factors in permitting decisions. The instructors are experts in their fields.

The cost of the trip is within our budget for training and professional development. Below is an estimated breakdown of costs:

Estimated budget

Registration	\$ 975
Airfare	\$ 300
Car rental (3 days)	\$ 130
Hotel (2 nights)	\$ 200
Meals (3 days)	\$ 150
	<hr/>
	\$ 1,755



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

MEMORANDUM

Date: 8/21/2015

To: John Dupnik

From: Brian Smith

Re: Attendance at 14th Multidisciplinary Conference on Sinkholes and the Engineering and Environmental Impacts of Karst, Rochester, MN, October 5-9, 2015.

I would like to request permission to travel to Rochester, MN to attend the 14th Multidisciplinary Conference on Sinkholes and the Engineering and Environmental Impacts of Karst from October 5-9, 2015. I have been involved with the planning committee for this conference for four years, and with the help of Brian Hunt, have prepared the Program with Abstracts for the conference. Brian Hunt and I have co-authored a paper to be presented at the conference.

Anticipated costs for attending the conference are listed below:

Conference Registration: \$350
Hotel (~\$110/night): \$440
Per Diem (\$55.00/day): \$220
Airfare: ~\$350

Total estimated cost: \$1,360

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

July 8, 2015

Mr. John T. Dupnik, P.G.
General Manager
Barton Springs/Edwards Aquifer Conservation District
1124 Regal Row
Austin, TX 78748

RE: Regional Facility Planning Grants Program

Dear Mr. Dupnik:

Congratulations on your successful application for grant assistance through the Regional Facility Planning Grants (RFPG) program. The Texas Water Development Board (TWDB) approved staff's recommended award for the Barton Springs/Edwards Aquifer Conservation District's project at the June 16 meeting. We would like to take this opportunity to convey some changes to the management of the RFPG program.

RFPG contracts are being updated to accommodate a wide variety of activities without requiring grantees to create or negotiate a project-specific Scope of Work. This will allow expedited contract execution and minimize the administrative burden on both the grantee and the TWDB during contract preparation. A copy of the new contract template is attached for your review. To finalize preparation of your contract, please provide the budget amounts for each category of work described in the Scope of Work (Exhibit B). The deadline for contract execution is August 31, 2015.

This year, the RFPG program joins the TWDB's other financial assistance programs in having its projects managed by our six TWDB regional water planning and development teams. Each team is responsible for the projects in their assigned geographic area regardless of the type of financial assistance received from TWDB's programs. This improved structure provides our financial assistance recipients with a single reliable point of contact after the contract is executed. The team manager for your region is Clay Schultz. He will be your primary contact for communication about this project and may be reached at (512) 463-6277 or Clay.Schultz@twdb.texas.gov.

We are pleased to assist the Barton Springs/Edwards Aquifer Conservation District with the completion of this planning project and are eager to continue improving each of our financial assistance programs over time. If you have any questions about your RFPG contract or grant approval, please contact Tom Entsminger at (512) 936-0802 or Tom.Entsminger@twdb.texas.gov.

Sincerely,

For Mami Chang

Jo Dawn Bomar
Director, Program Administration & Reporting
Water Supply & Infrastructure

Attachment

Our Mission

To provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water for Texas

Board Members

Bech Bruun, Chairman | Carlos Rubinstein, Member | Kathleen Jackson, Member

Kevin Patteson, Executive Administrator

STATE OF TEXAS

TWDB Contract No. 1548321870

COUNTY OF TRAVIS

Research and Planning Fund

Barton Springs Edwards Aquifer Conservation District

THIS Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and the CONTRACTOR (hereinafter "CONTRACTOR"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

**SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO
STANDARD AGREEMENT**

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

1. TWDB - The Texas Water Development Board, or its designated representative
2. CONTRACTOR – Barton Springs Edwards Aquifer Conservation District (BSEACD)
3. EXECUTIVE ADMINISTRATOR - The Executive Administrator of the TWDB or a designated representative
4. PARTICIPANT(S) – Texas Disposal Systems, Texas State University, Creedmoor-Maha Water Corporation, cities of Kyle, Buda, and San Marcos, and Hays and Travis Counties.
5. REQUIRED INTERLOCAL AGREEMENT(S) – N/A
6. REGIONAL FACILITY PLAN –WASTEWATER FACILITY
7. TWDB APPROVAL DATE –June 16, 2015
8. DEADLINE FOR CONTRACT EXECUTION – August 31, 2015
9. CONTRACT INITIATION DATE –June 16, 2015
10. STUDY COMPLETION DATE – December 1, 2016
11. EXPIRATION DATE– April 30, 2017
12. TOTAL STUDY COSTS – \$560,000.00

13. TWDB SHARE OF THE TOTAL STUDY COSTS- the lesser of \$240,000.00 or 43 percent of the total study costs.
14. LOCAL SHARE OF THE TOTAL STUDY COSTS - \$320,000.00 in cash and/or in-kind contributions or 57 percent of the total study costs.
15. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT – N/A

INTENTIONALLY LEFT BLANK

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

Whereas, the CONTRACTOR applied to the TWDB, Austin, Texas for a planning grant to develop a REGIONAL FACILITY PLAN;

Whereas, the CONTRACTOR and PARTICIPANT(S) will commit cash and/or in-kind services to pay for the local share of this planning project;

Whereas, the CONTRACTOR will be responsible for the execution of this CONTRACT;

Whereas, on the TWDB APPROVAL DATE, the Texas Water Development Board approved the CONTRACTOR's application for financial assistance;

Now, therefore, the TWDB and the CONTRACTOR, agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. The TWDB enters into this CONTRACT pursuant to Water Code §15.406, Subchapter A, and associated rules of the Texas Administrative Code, Title 31, Part 10, Chapter 355; EXHIBIT A, ORIGINAL GRANT APPLICATION; EXHIBIT B, SCOPE OF WORK; EXHIBIT C, TASK AND EXPENSE BUDGETS; EXHIBIT D, GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD, and EXHIBIT E, TWDB GUIDELINES FOR A PROGRESS REPORT which are incorporated herein and made a permanent part of this CONTRACT; and this CONTRACT.
2. The CONTRACTOR will prepare a REGIONAL FACILITY PLAN for the PLANNING AREA, as delineated and described in EXHIBIT A, according to the Scope of Work contained in EXHIBIT B. The CONTRACTOR will consider TWDB population and water use projections, and if not used in the REGIONAL FACILITY PLAN, provide an explanation of why not used. The CONTRACTOR will develop or update a water conservation plan in accordance with Texas Administrative Code 355.5, Subchapter A as a part of this CONTRACT.
3. The CONTRACTOR shall communicate with all cities, counties, councils of governments, river authorities, regional water planning groups designated under TEX. WATER CODE §16.053 and 31 TEX. ADMIN. CODE §357.4, and all applicable state agencies, federal agencies, and other governmental entities in the planning area, and all entities providing water and/or wastewater service in the planning area for the purpose of coordinating the scope of work and REGIONAL FACILITY PLAN with all existing studies, plans, or activities for the purpose of providing information and obtaining available data for the development of the REGIONAL FACILITY PLAN.

4. The CONTRACTOR will coordinate the REGIONAL FACILITY PLAN with the existing plans and policies of the entities listed in Item 3 above, the Texas Commission on Environmental Quality (TCEQ), and any other affected entities.
5. The CONTRACTOR will hold public meetings with the PARTICIPANTS, consultants, local entities, the TCEQ, the TWDB, and any interested parties at the commencement of the project, at 50% completion, within 30 days following the STUDY COMPLETION DATE, and when deemed necessary by either the TWDB or the CONTRACTOR to discuss the status of the REGIONAL FACILITY PLAN. The public meeting shall be held in accordance with the Texas Open Meetings Act. The CONTRACTOR will solicit input and comments from the affected public on the draft final report and consider such input and comments for incorporation in the final report

ARTICLE III	CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER PRODUCTS
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1. The CONTRACTOR has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and the CONTRACTOR's ability to provide the LOCAL SHARE OF THE TOTAL STUDY COSTS, if applicable, to the EXECUTIVE ADMINISTRATOR for approval or the TWDB's SHARE OF THE TOTAL STUDY COSTS will be rescinded.
2. The term of this CONTRACT shall begin and the CONTRACTOR shall begin performing its obligations hereunder on the CONTRACT INITIATION DATE and shall expire on the EXPIRATION DATE. Delivery of an acceptable final report prior to the EXPIRATION DATE shall constitute completion of the terms of this CONTRACT.
3. A progress report, including results to date, will be provided to the EXECUTIVE ADMINISTRATOR upon completion of each category of work described in SCOPE OF WORK (EXHIBIT B). Special interim reports on special topics and/or results will be provided as appropriate. Instructions for the progress report are shown in EXHIBIT E, TWDB GUIDELINES FOR A PROGRESS REPORT.
4. Upon completion of the activities described in SCOPE OF WORK (EXHIBIT B), the CONTRACTOR will deliver four (4) double-sided copies of a draft final report, two (2) electronic copies of the entire draft final report (one in Portable Document Format (PDF) and one in Microsoft Word format), an electronic copy of any computer programs, maps, or models along with an operations manual and any sample data set(s) to the EXECUTIVE ADMINISTRATOR no later than the STUDY COMPLETION DATE. All final reports should be prepared according to EXHIBIT D, GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to the CONTRACTOR.

5. The CONTRACTOR will consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commentors on the draft final report into a final report. The CONTRACTOR will include a copy of the EXECUTIVE ADMINISTRATOR'S comments in the final report. The CONTRACTOR will submit one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF) and seven (7) bound double-sided copies of the final report to the EXECUTIVE ADMINISTRATOR no later than ninety (90) after the STUDY COMPLETION DATE. The CONTRACTOR will submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the final report will comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the final report. If the final report is rejected, the rejection letter sent to the CONTRACTOR shall state the reasons for rejection and the steps the CONTRACTOR need to take to have the final report accepted and the retainage released. An extension of the CONTRACT will be prepared if necessary to allow time for the CONTRACTOR to resubmit the FINAL REPORT.
6. The EXECUTIVE ADMINISTRATOR can extend the STUDY COMPLETION DATE and the EXPIRATION DATE upon written approval. The CONTRACTOR should notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that the CONTRACTOR is requesting an extension to the respective dates.

ARTICLE IV COMPENSATION, REIMBURSEMENT AND REPAYMENT

1. The TWDB agrees to compensate and reimburse the CONTRACTOR in a total amount not to exceed the TWDB's SHARE OF THE TOTAL STUDY COSTS for costs incurred and paid by the CONTRACTOR pursuant to performance of this CONTRACT. The CONTRACTOR will contribute local matching funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL STUDY COSTS. The TWDB shall reimburse the CONTRACTOR for ninety percent (90%) of the TWDB's share of each invoice pending the CONTRACTOR's performance, completion of a Final Report, and written acceptance of said Final Report by the EXECUTIVE ADMINISTRATOR, at which time the TWDB shall pay the retained ten percent (10%) to the CONTRACTOR.
2. The CONTRACTOR shall submit payment requests and documentation for reimbursement billing upon completion of each category of work described in SCOPE OF WORK (EXHIBIT B) and in accordance with the approved task and expense budgets contained in EXHIBIT C of this CONTRACT. The CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total amount for the task or category as authorized by this CONTRACT. Larger deviations shall require approval by the EXECUTIVE ADMINISTRATOR or designee which will be documented through an Approved Budget Memorandum to the TWDB contract file.

The CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amounts.

For all reimbursement requests, including any subcontractor expenses, the EXECUTIVE ADMINISTRATOR must have determined that the REQUIRED INTERLOCAL AGREEMENT and contracts or agreements between the CONTRACTOR and the subcontractors are consistent with the terms of this CONTRACT. The CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB.

3. The CONTRACTOR and its subcontractors shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by the CONTRACTOR and its subcontractors shall be in a manner consistent with Generally Accepted Accounting Principles (GAAP).
4. By executing this Contract, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontracts related to this CONTRACT that requires the subcontractors to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontracts.
5. The CONTRACTOR shall provide to the EXECUTIVE ADMINISTRATOR written documentation of the TOTAL STUDY COSTS for the reporting period for reimbursement by the TWDB to the CONTRACTOR for the TWDB's SHARE OF THE TOTAL STUDY COSTS (Written documentation shall be submitted even if the TOTAL STUDY COSTS for the period is ZERO). The CONTRACTOR shall submit the following:
 - a. Completed and Signed Payment Request Checklist which includes the following:
 - i. TWDB CONTRACT Number;
 - ii. Billing period; beginning (date) to ending (date);
 - iii. Total Expenses for this period;
 - iv. Total In-kind services;
 - v. Less Local Share of the total study costs for the billing period;
 - vi. Total TWDB's share of the total study costs for the billing period;
 - vii. Amount of retainage to be withheld for the billing period;
 - viii. Total costs to be reimbursed by the TWDB for the billing period; and
 - ix. Certification, signed by the CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct

representation of amounts paid for work performed directly related to this CONTRACT.

- b. For direct expenses incurred by the CONTRACTOR other than subcontracted work:
 - i. A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses; and
 - ii. Copies of detailed, itemized invoices/receipts for other expenses (credit card receipts or statements are not acceptable).
 - c. For direct expenses incurred by the CONTRACTOR for subcontracted work:
 - i. Copies of invoices from the subcontractors to the CONTRACTOR and proof of payment;
 - ii. A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses; and
 - iii. Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable).
 - d. For travel expenses for the CONTRACTOR and/or subcontractors –
 - i. Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superceded. Receipts required for lodging;
 - ii. Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
 - iii. All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
 - e. A progress report as described in Article III, Paragraph 3.
6. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within ten (10) business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by the CONTRACTOR with the required documentation to be reconsidered for reimbursement.
7. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, the CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
8. The CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.
9. The CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 120 days following the EXPIRATION DATE. Failure to submit a timely final

payment request may result in the release of the retained funds to the CONTRACTOR and a lapse and closure of any other remaining funding under this CONTRACT.

**ARTICLE V INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION,
AND ACKNOWLEDGEMENT**

1. "For purposes of this Article, "CONTRACTOR Works" are work products developed by the CONTRACTOR and subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.
 - a. It is agreed that all CONTRACTOR Works shall be the joint property of the TWDB and the CONTRACTOR.
 - b. The parties hereby agree that, if recognized as such by applicable law, the CONTRACTOR Works are intended to and shall be works-made-for-hire with joint ownership between the TWDB and the CONTRACTOR as such works are created in whole or part.
 - c. If the CONTRACTOR Works do not qualify as works-made-for-hire under applicable law, the CONTRACTOR hereby conveys co-ownership of such works to the TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, the CONTRACTOR agrees to convey a co-ownership interest of the CONTRACTOR Works to the TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by the TWDB.
 - d. The TWDB and the CONTRACTOR acknowledge that the copyright in and to a copyrightable CONTRACTOR Works subsists upon creation of the CONTRACTOR Works and its fixing in any tangible medium. The CONTRACTOR or the TWDB may register the copyrights to such Works jointly in the names of the CONTRACTOR and the TWDB.
 - e. The TWDB and the CONTRACTOR each shall have full and unrestricted rights to use a CONTRACTOR Works with No Compensation Obligation.
2. For purposes of this Article, "Subcontractor Works" include all work product developed in whole or part by or on behalf of subcontractors engaged by the CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the subcontractor's subcontractors hereunder, and so on). The CONTRACTOR shall secure in writing from any subcontractors so engaged:
 - a. Unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of the TWDB and, if desired, of the CONTRACTOR to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either
 - b. Assignment by the subcontractors to the TWDB and, if desired by them, jointly to the CONTRACTOR of ownership (or joint ownership with the subcontractors) of

- all Subcontractor Works, with No Compensation Obligation; or
- c. Grant by subcontractors of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to the TWDB and, if desired by them, the CONTRACTOR to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.
3. "Use" of a work product, whether a CONTRACTOR Works, a Subcontractor Works or otherwise, shall mean and include, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
4. "No Compensation Obligation" shall mean there is no obligation on the part of one co-owner or licensee of a work, whether a CONTRACTOR Works, a Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
5. "Dissemination" shall include, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
6. The TWDB shall have an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by the CONTRACTOR and subcontractors in, or otherwise resulting from, the performance of services under this CONTRACT.
7. No unauthorized patents. CONTRACTOR Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder shall not be patented by the CONTRACTOR or their subcontractors unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:
- a. Any application made for patent shall include and name the TWDB and, as applicable and desired by them, the CONTRACTOR as co-owners of the patented work;
- b. No patent granted shall in any way limit, or be used by the CONTRACTOR or subcontractors to limit or bar the TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or

- information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
- c. The TWDB and, if applicable, the CONTRACTOR shall have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
8. The CONTRACTOR shall include terms and conditions in all contracts or other engagement agreements with any subcontractor as are necessary to secure these rights and protections for the TWDB; and shall require that their subcontractor include similar such terms and conditions in any contracts or other engagements with their subcontractor. For the purposes of this section, "subcontractor" includes independent contractors (including consultants) and employees working outside the course and scope of employment.
9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by the CONTRACTOR or their subcontractor pursuant to this CONTRACT or using any funding provided by the TWDB may be reproduced in any media, forms or formats by the TWDB or the CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. The CONTRACTOR may utilize such work products as they may deem appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
10. The CONTRACTOR agrees to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to the CONTRACTOR. Upon receipt of such termination notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this CONTRACT. The CONTRACTOR shall submit a statement showing in detail the work performed under this CONTRACT to the date of termination. The TWDB shall then pay the CONTRACTOR promptly that proportion of the prescribed fee, which applies to the work, actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT shall be delivered to the TWDB.
2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR at any time. Upon receipt of such order, the CONTRACTOR shall discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by the

CONTRACTOR of the Stop Work Order, the CONTRACTOR shall regard this CONTRACT terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

Each subcontract entered into to perform required work under this CONTRACT shall contain the following provisions:

1. a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses;
2. a clause stating that the subcontract is subject to audit by the Texas State Auditor's Office and requiring the subcontractor to cooperate with any request for information from the Texas State Auditor, as further described in Article X, Section 1, Paragraph d hereof;
3. a clause stating that payments under the subcontract are contingent upon the appropriation of funds by the Texas Legislature, as further described in Article X, Section 1, Paragraph a hereof;
4. a clause stating that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by the subcontractor or the CONTRACTOR shall become data, materials and work owned by the TWDB and that subcontractor shall have no proprietary rights in such data, materials and work papers, except as further described in Article V hereof;
5. a clause stating that subcontractor shall keep timely and accurate books and records of accounts according to generally acceptable accounting principles as further described in Article X, Section 2, Paragraph g;
6. a clause stating that subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that subcontractor is solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. a clause stating that subcontractor is an independent contractor and that the TWDB shall have no liability resulting from any failure of subcontractor that results in breach of CONTRACT, property damage, personal injury or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, the CONTRACTOR will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR, to protect themselves, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT.

2. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the CONTRACTOR to perform the subject work.
3. Indemnification. The CONTRACTOR shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the CONTRACTOR, arising out of the activities and work conducted pursuant to this CONTRACT. The CONTRACTOR is solely responsible for liability arising out of its negligent acts or omissions during the performance of this CONTRACT. This agreement does not create any third party cause of action and the CONTRACTOR does not waive any immunity available under state law.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS.

- a. **No Debt Against the State.** This CONTRACT does not create any debt by or on behalf of the State of Texas and the TWDB. The TWDB's obligations under this CONTRACT are contingent upon the availability of appropriated funds and the continued legal authority of the TWDB to enter into this CONTRACT.
- b. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- c. **Procurement Laws.** The CONTRACTOR shall comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
- d. **Right to Audit.** The CONTRACTOR and its subcontractors shall maintain all

financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this CONTRACT. The CONTRACTOR shall make such documents and records available for examination and audit by the Executive Administrator or any other authorized entity of the State of Texas. The CONTRACTOR's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles. By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this CONTRACT that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.

- e. **Force Majeure.** Unless otherwise provided, neither the CONTRACTOR nor the TWDB nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within five (5) business days of the existence of such force majeure or otherwise waive this right as a defense.
- f. **E-verify.** The parties understand and agree that the CONTRACTOR shall be required to utilize the United States Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within the State of Texas, as well as all persons (including any subcontractors) assigned by the CONTRACTOR to perform work pursuant to this Agreement.

2. **STANDARDS OF PERFORMANCE.**

- a. **Personnel.** The CONTRACTOR shall assign only qualified personnel to perform the services required under this CONTRACT. The CONTRACTOR shall be responsible for ensuring that any subcontractor utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to

perform the work and who have sufficient knowledge, skills and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

- b. **Professional Standards.** The CONTRACTOR shall provide the services and deliverables in accordance with applicable professional standards. The CONTRACTOR represents and warrants that he is authorized to acquire subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- c. **Antitrust.** The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any firm, corporation, partnership, or institution represented by the CONTRACTOR, or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under the TEX. BUSINESS & COMMERCE CODE, Chapter 15, of the federal antitrust laws; or (2) communicated directly or indirectly the proposal resulting in this CONTRACT to any competitor or other person engaged in such line of business during the procurement process for this CONTRACT.
- d. **Conflict of Interest.** The CONTRACTOR represents and warrants that the CONTRACTOR has no actual or potential conflicts of interest in providing the deliverables required by this CONTRACT to the State of Texas and the TWDB. The CONTRACTOR represents that the provision of services under this CONTRACT will not create an appearance of impropriety. The CONTRACTOR also represents and warrants that, during the term of this CONTRACT, the CONTRACTOR will immediately notify the TWDB, in writing, of any potential conflict of interest that could adversely affect the TWDB by creating the appearance of a conflict of interest.

The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any person or entity that will participate financially in this CONTRACT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this CONTRACT. The CONTRACTOR represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this CONTRACT.

- e. **Proprietary and Confidential Information.** The CONTRACTOR warrants and represents that any information that is proprietary or confidential, and is received by the CONTRACTOR from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.

- f. **Public Information Act.** The CONTRACTOR acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this CONTRACT are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. The CONTRACTOR shall produce all documents upon request of the TWDB within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.
- g. **Accurate and Timely Record Keeping.** The CONTRACTOR warrants and represents that the CONTRACTOR will keep timely, accurate and honest books and records relating to the work performed and the payments received under this CONTRACT according to generally accepted accounting standards. Further, the CONTRACTOR agrees that the CONTRACTOR will create such books and records at or about the time the transaction reflected in the books and records occurs.
- h. **Dispute Resolution.** The CONTRACTOR and the TWDB agree to make a good faith effort to resolve any dispute relating to the work required under this CONTRACT through negotiation and mediation as provided by Texas Government Code, Chapter 2260 relating to resolution of certain contract claims against the state. The CONTRACTOR and the TWDB further agree that they shall attempt to use any method of alternative dispute resolution mutually agreed upon to resolve any dispute arising under this CONTRACT if this CONTRACT is not subject to Chapter 2260.
- i. **Contract Administration.** The TWDB shall designate a project manager for this CONTRACT. The project manager will serve as the point of contact between the TWDB and the CONTRACTOR. The TWDB's project manager shall supervise the TWDB's review of the CONTRACTOR's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

ARTICLE XI CORRESPONDENCE

All correspondence between the parties shall be made to the following addresses:

For the **TWDB**:

For the **CONTRACTOR**:

Contract Issues:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Contract Issues:

Name
Company
Address
City State ZIP
Email:

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Payment Request Submission:

Name
Company
Address
City State ZIP
Email:

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

Physical Address:

Building Name
Street Address
City State ZIP

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple originals.

TEXAS WATER DEVELOPMENT BOARD

BARTON SPRINGS EDWARDS AQUIFER
CONSERVATION DISTRICT

Kevin Patteson
Executive Administrator

NAME
TITLE

Date: _____

Date: _____

Item 3

Routine Business

b. General Manager's Report.

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

1. Standing Topics.

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

2. Special Topics.

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

- i. Review of Status Update Report – at directors' discretion**
- ii. Update on activities related to GMA and regional water planning**
- iii. Update on Regulatory Compliance Team activities**
- iv. Update on ongoing Aquifer Science Team projects**
- v. Update on the review of the Employees Policy Manual**
- vi. Update on activities related to the HCP and the associated draft EIS**

STATUS REPORT UPDATE FOR AUGUST 28, 2015 BOARD MEETING

Prepared by District Team Leaders

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
GENERAL MANAGEMENT TEAM				
	John Dupnik			
	JD	21-Aug-15	Meetings, Training, Presentations, and Conferences	External Meetings Attended: TAGD groundwater summit panel planning; with Jason Biemer (City of Kyle); with GAP strategies for outreach planning; with Rob Mace (TWDB) on joint GAM project; with Jacob Cuthingham (Rep. Donna Howard's office); info session at St. Stephen's Episcopal; with David Holmes (Travis Co. Commissioner Candidate); with HTGCD rules committee; info session at Milagros; meeting with Mountain City on MC water system; Region K water supply strategy committee; GMA 10; Town hall meeting; with EP representatives on interference definition; Other Meetings: Austin Hydrophilics networking group; internal meeting on attorney review of Employee Policy Manual; Presentations: Town hall meeting in Wimberley; Onion Creek Club HOA
Summary of Significant Ongoing Activities				Ongoing Special Projects: TDS saline zone investigation/alternative saline zone access agreement; CTRMA coordination on SH 45 design review; TWDB desal grant; HB 3405 implementation; District HCP EIS review; CoA wastewater discharge rulemaking petition; Employee Policy Manual Review; joint-regional funding of GAM extension. Committees and Workgroups: Region K, voting member; GMA 10, voting member; Regional WQ Plan workgroup and wastewater subgroup; TAGD legislative subcommittees on Brackish groundwater, Permitting, and ASR; Region K committee on Legislation and Policy; Region K strategy prioritization committee; Region K water supply strategy subcommittee; HTGCD rules committee.
	JD	21-Aug-15	Ongoing Special Projects, Committees, and Workgroups	
	JD	21-Aug-15	Routine Activities and Day-to-Day operations	Routine Activities/Day-to-Day Operations: provided general oversight of staff incentive projects and activities, and oversight of day-to-day operations; approved purchase orders and expenditures; approved timesheets; prepared agendas and backup for and attended Board meetings; prepared GM report and assigned tasks in response to Board commitments; held regular one-on-one meetings with Team Leads; track staff incentive projects; presided over Planning Team meetings; serve as liaison between Board and staff; support Board committees; respond to media requests; disseminate media reports and journal articles of possible interest; conduct performance reviews; Consultation with Attorney on: HB 3405 interpretation; Higginbotham application; ethics policy. Other Activities: coordinate joint-funding of GAM extension; coordinate with CTRMA on SH 45; coordinate with contract engineer for SH 45 review; coordinating with consultant on comments from USFWS on draft HCP; coordinate team tasks for implementing HB 3405; complete FY16 staff salary adjustments; coordinate building remodel; coordinate solicitation for architect for building remodel; coordinate TWDB grant project; prepare presentation for Townhall meeting; prepare presentation for Onion Creek HOA meeting.
GENERAL SERVICES TEAM				
	Dana Christine Wilson			
Accounts Receivable - A	DCW	20-Aug-15	Permittee accounts carrying a past due balance;	None
Accounts Receivable - B	DCW	20-Aug-15	Initial Billing Cycle for 2016.	Annual, Quarterly and Monthly Production Fees; Annual Permit Fees and Transport Fees for \$ 481,994.31.
Accounts Receivable - C 2015 Drought Management Fees	DCW	20-Aug-15	Drought Management Fees for \$1,000.	Now transferred from General fund into Special Reserve Fund (all DMF payments have been received).
Budget - 2015 Revision 2	DCW	20-Aug-15	Budget 2015 - Revision 2 - in process	Post-legislation start-up costs relating to 3405 to include annexation and other necessary start-up costs that may be incurred before the end of this fiscal year, however this may not be necessary.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Budget - 2016	DCW	20-Aug-15	Budget 2016 - Board-approved Initial Version	In process of finalizing format to be posted on the District website; has been submitted to the COA contracts department, as is customary every year.
End-of-fiscal-year processes	DCW/SD/TR	20-Aug-15	Closing financial books, packing file boxes, etc.	End of year administrative tasks.
Fee Schedule and Fee Schedule Resolution	DCW	20-Aug-15	Has been approved by the Board.	In process of posting to the District website (not effective until September 1).
Financial Reporting - Website	DCW	20-Aug-15	Most current, available financial reports are posted on the District website.	Profit and Loss Statement, and Balance Sheet through July 31, 2015.
Permit Renewals	DCW/SD/TR	20-Aug-15	Annual renewal of permits were approved by the Board so that production fees, transport fees, and annual permit fees billings could be processed.	Have created new fiscal year billing invoices with a statement date of August 16th (actually mailed early on August 6 and 7). New fiscal year permit certificates have also been mailed out to permittees.
Records Management	DCW	20-Aug-15	Going through all stored file boxes and preparing appropriate files for disposal.	Disposition list in board back-up.
Retirement Plan and Trust	DCW	20-Aug-15	Annual compliance process for The Standard - our third party pension plan administrator.	Required actions occur in August through September that include final payroll submission, and compliance testing data validation. This report is required by pension law, specifically Government Code 802.
Updating Documents with New Term	DCW	20-Aug-15	Water Use Fee became Production Fee	Affects MP, Quickbooks, Rules, HCP, Fee Schedule and others.
REGULATORY COMPLIANCE TEAM Kendall Bell-Enders				
Temporary Permits	KBE, VE	27-Aug-15	New Temporary Permittees	District staff and Gap Strategies have been actively corresponding with potential new permittees to inform them of the Temporary Permitting process. Correspondence has been in the form of letter mailings, phone calls, onsite meetings, information sessions, and Town Hall meetings. Staff has identified approximately 35 businesses/facilities that have a Trinity well used for a nonexempt use type. More one-on-one meetings are being scheduled in the next 3 weeks.
Annexation Efforts	KBE, VE	27-Aug-15	District Rules and Bylaws/Ruling Making and Updates	Staff continues to update guidance documents, application materials and website content to address annexation information and policy. Existing permittees were informed of the recent rule changes and how the changes will affect them.
City of Buda	KBE, VE	27-Aug-15	Test well - New Edwards PWS well	No new update. The City of Buda submitted a test well application. The City plans to drill potentially 4 test wells in the Garlic Creek area to determine a location for a new PWS well for their aggregate system. There will not be a new production permit associated with the new well, it will be an aggregate. The first test well proved to have sufficient yield, therefore Buda will be submitting a well drilling/modification application to complete the well per BSEACD and TCHQ well construction standards. Buda will also be conducting a pump test and completing a hydrogeologic report for this new well. Staff has not yet received a modification application.
Mesa Oaks	KBE, VE	27-Aug-15	Middle Trinity Well	No new update. Mesa Oaks has submitted a well drilling and production permit for a Middle Trinity well to be used for irrigation. The first 90-day review period has expired and they have been granted another 90-day extension. The application is due to expire on August 30, 2015.
Onion Creek Golf Club	KBE, VE	27-Aug-15	Middle Trinity Well	Informed us that they are working on submitting a Production Permit application soon. Drilling has begun on the Middle Trinity well. They have drilled the well to total depth at approx. 1,460 ft into the Cow Creek formation. Preliminary results indicate a productive well with production at approx. 300 gpm and TDS approx. 850- 900 mg/l.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
TJ Higginbotham	KBE, VE	27-Aug-15	Class C Conditional Freshwater Edwards Application	The application is has been deemed administratively complete and a public hearing is scheduled for 9/10/15. A couple of comments were received but no formal protests. TJ Higginbotham has submitted a production permit application for a Class C Conditional Freshwater Edwards Permit for 270,000,000 gallons/year. He has an existing Edwards well that is completed per TCEQ standards for PWS.
HEB	KBE, VE	27-Aug-15	Test well - Saline Edwards Well	No new update. HEB has submitted a test well application. The test well is being constructed to determine the target production zone due to the location being on the saline interface. The completed well is proposed to be used for makeup water for a stormwater wet pond. Aquifer science staff had a meeting with the applicant to discuss test well design. The test well drilling will likely be initiated in the next 2-3 months
Drought Statue - No-Drought	KBE, VE	27-Aug-15	Drought Compliance Monitoring and Enforcement	No new update. No-drought was declared on January 29, 2015. Staff sent out email and letter to all permittees notifying them of no-drought status.
EDUCATION & OUTREACH				
Annexation - General	All staff	21-Aug-15	Outreach events, mapping, registration, and informational materials development	Thus far, the District has held 3 neighborhood info sessions and a Town Hall meeting. Info Sessions have generally been lightly attended, but staff has had exceptionally important conversations with folks that may not have otherwise sought out information. The Town Hall meeting had about 200 people attend and was a successful opportunity for people to talk with elected officials, staff and registered well owners familiar with the District. The new groundwater management zone website receives a large amount of traffic. An online well registration form is currently available and collecting registration information (~150 submittals). An intern is processing online information and working on formatting it for an official well registration form to mail back to registering well owners.
Annexation - Strategic Walk and Talk	RG	21-Aug-15	Door to door educational campaign	Staff coordinated with the Clean Water Fund (currently under contract) to increase awareness of the Town Hall meeting and the need to register wells in the RR12 and Hugo Lane area. The team visited 122 homes, distributed the annexation fact sheet, and signed up 55 folks for the Friends of the Aquifers list.
Annexation - PR Services	RG	21-Aug-15	In Process	Gap Strategies was awarded the contract for PR Services. They have increased social media presence, facilitated conversations with potential permittees, coordinated 2 info sessions and the Town Hall, and helped with news releases and media coverage. Staff have been very responsive and lends significant assistance and creativity to the District's efforts.
Internet Traffic Report	RG	21-Aug-15	Page views and visits to the District Website	The District website has received 4,864 page views this month. Top pages in order of number of visits are the home page (1,457), the Trinity Wells page (871), the Drought Status page (258), and the Reports page (233). On the District Facebook page we have 387 people who have signed up to 'Like' us.
AQUIFER SCIENCE				
Dye Tracing	BS, BH	21-Jun-15	Dye tracing	Discussions are underway with the EAA and CoA about potential dye tracings in the upcoming months. Locations include sinkholes and wallets in the Blanco River. Providing that there is flow in Onion Creek, dye will be injected into Antioch Cave later this summer or in the fall.
Central Hays County Groundwater Evaluation	RG, BH, BAS, AA	21-Aug-15	Well and hydrogeology characterization	District staff are establishing a monitoring network of nearby wells to collect data during the EIP aquifer test. Revisions are being made to the aquifer test guidelines, and a definition for unreasonable impacts is being developed.
Antioch Cave	BS, BH, AA	21-Aug-15	Onion Creek Recharge Enhancement Project	The Antioch system is open to allow recharge, but there has been no flow at that point in Onion Creek for several weeks.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Water-Quality Studies	BS, BH, AA	21-Aug-15	Sampling and analysis of groundwater and surface water	District staff, in cooperation with the TWDB, have begun sampling wells and springs. In addition, the staff is sampling wells and springs as part of the Magellan Pipeline monitoring effort. TWDB provided additional funding for water sampling, so a number of wells and springs were sampled.
Saline Zone Studies	BS, BH	21-Aug-15	Installation of multiport monitor well	Plans are moving forward for installation of a saline Edwards multiport well in conjunction with a test well installed by TDS. We are currently working on an access agreement with TDS. On July 8, the District was officially notified of an award of a regional planning grant for work on the saline Edwards.
Drought and Water-Level Monitoring	BH, BS, AA	21-Aug-15	Drought status, monitor wells, and synoptic water level events	January 30, the District Board declared non-drought conditions. The District had been in drought since August 15, 2014. As of August 21, the water level in the Lovelady well was at 522.7 ft above msl, and Barton Springs gage is flowing at 8.3 cfs.
Information Transfer	BS, BH, AA	21-Aug-15	Presentations, conferences, reports, and publications	District staff are working on a paper to be published by Springer on surface-groundwater interactions. Staff are working on the Vol. 2 of the Hydrogeologic Atlas.
AD-HOC TEAMS				
Technical Team	BAS	21-Aug-15	Current areas of discussion	Topics of discussion at the technical team meeting in August were the Electro Purification well field, the TWDB grant application, and permitting for the annexed area.
Planning Team	JD	21-Aug-15	Strategic and tactical planning and discussion topics	Routine items: reviewed current Board agenda items and identified possible future agenda items. New Business: Annexation tasks and team work plans: FY15 incentive projects status: FY15 goals assessment.
UPCOMING ITEMS OF INTEREST				
2nd August Board Meeting		8/27/2015		
Regional WQPP 10th Anniversary Happy Hour		9/3/2015	6pm, Nutty Brown Cafe	
Labor Day - District Holiday		9/7/2015	District closed that Monday	
4th Lone Star Water Summit		9/9/2015	thru 9/10, Hilton, Austin, Texas, \$\$	
1st September Board Meeting		9/10/2015	TBD	
SOS University		9/18/2015		
2nd September Board Meeting		9/24/2015		
HCA Leadership Summit		9/24/2015	8:30am - 5:30pm, Fredericksburg	
Texas Desal 2015		9/30/2015	thru 10/1, Radisson Hotel and Suites, Austin, Texas, \$\$	
1st October Board Meeting		10/8/2015		
TWCA Fall Conference		10/14/2015	thru 10/16, Wyndham Hotel, San Antonio, Texas, \$\$	
Edwards Aquifer Distinguished Lecturer Series		10/16/2015	Southwest Research Institute, San Antonio, Texas, \$\$	
GMA 10 Meeting		10/19/2015	11:30am, EAA offices, San Antonio	
2nd October Board Meeting		10/22/2015		

Item 4

Board Discussions and Possible Actions

- a. Discussion and possible action related to activities associated with annexation and a report on recent and future outreach events.**

HB3405 & New Groundwater Management Zone Well Registration and Permitting Public Outreach Summary

Date	Event	Notification	Link
6/20/2015	Press Release Hays County Trinity Aquifer Annexation Now Official	The press release was emailed to the entire Friends of the Aquifers list (~1800) and the well owners that had participated in the initial water level monitoring efforts along FM3237.	http://www.bseacd.org/uploads/PressReleases/20150620_AnnexationBill_NowLaw.pdf
6/26/2015	Press Release Aquifer District Proposes Rule Changes in Response to Hays County Trinity Aquifer Annexation	The press release was emailed to Press contacts. Two spotlights highlighted the announcement and provided links to the rules and associated documents.	http://www.bseacd.org/uploads/PressReleases/20150626_ProposedRuleChange.pdf
7/23/2015	Neighborhood Info Session St. Stephens Episcopal Church (6000 FM 3237, Wimberley), 11am-1pm	About 35 area residents attended. Many of them were part of the initial round of monitoring in the Rolling Oaks, Las Lomas, River Mountain Ranch areas. Several new well owners and a future permittee talked with staff.	
8/5/2015	Press Release Town Hall Meeting on New Groundwater Protection in Hays County	The press release was emailed to the full Friends of the Aquifers list (~1800, including press contacts), well owners that participated in the initial water level monitoring efforts along FM3237, and well owners that had registered through the online registration form (~40).	http://www.bseacd.org/uploads/PressReleases/20150804_HaysCoGroundwaterTownHall.pdf
8/5/2015	Potential Permittee Letters	A hardcopy letter describing the permitting process and inviting them to the Town Hall and/or info session was sent to ~25 potential permittees.	
8/7-10/2015	Strategic Walk and Talk	Staff coordinated with the Clean Water Fund to increase awareness of the Town Hall meeting and the need to register wells in the RR12 and Hugo Lane area. The team visited the RR12 & Hugo lane area. They visited 122 homes, distributed the annexation fact sheet, and signed up 55 folks for the Friends of the Aquifers list.	
8/12/2015	Permittee Info Session Milagro's Mexican Restaurant (9595 RR 12, Wimberley), 4-6pm	3 future permittees met with staff.	

Date	Event	Notification	Link
8/17/2015	Town Hall Meeting Wimberley Community Center, 6-8pm	About 180 people attended (a few future permittees). Board President Mary Stone, GM John Dupnik, Comm. Conley, Rep. Jason Isaac, and a representative from Sen Campbell's office gave an overview of why and how the District's boundary was extended to protect the previously unregulated aquifers in Hays County. After about an hour of presentations, the elected officials and 6 staff members answered questions one-on-one with attendees. Many well owners registered their wells on-site.	
8/19/2015	Neighborhood and Permittee Info Session First Christian Church (3105 RR12), 11am-1pm	4 future permittees met with staff. A few domestic/livestock well owners spoke with staff and registered their wells.	



Town Hall Meeting on New Groundwater Management Zone in Hays County

August 17, 2015

**John T. Dupnik, P.G.
General Manager**

**Barton Springs/Edwards Aquifer
Conservation District**

Outline

GCD/BSEACD Overview

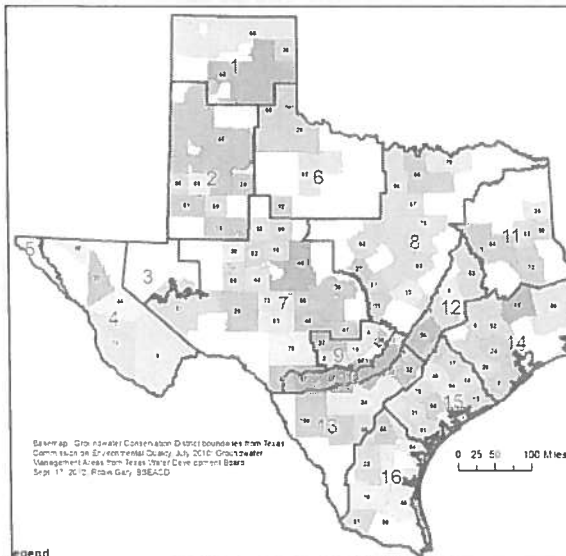
HB 3405

Next Steps

Additional Resources

GCD Overview

- ◆ Decentralized Management – Local Control
- ◆ Preferred method of GW management
- ◆ >100 created to date
- ◆ Authority (Ch. 36)
 - ◆ Register Wells/Permit Pumping
 - ◆ Well Spacing/Construction
 - ◆ Aquifer Studies
 - ◆ Funding
- ◆ Purpose: Preserve, conserve, and protect groundwater
- ◆ Modify the Rule of Capture



The BSEACD

Established: 1987

Funding: Production Fees

Board of Directors

- ◆ 5 Precincts
 - ◆ 2 Austin
 - ◆ 3 Non-Austin

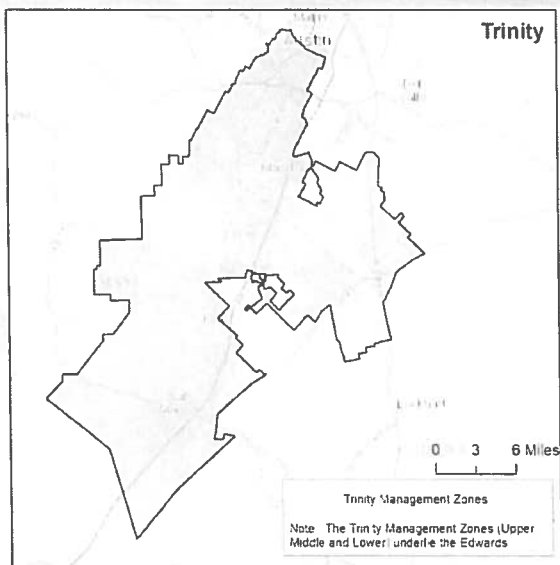
Applied Aquifer Science

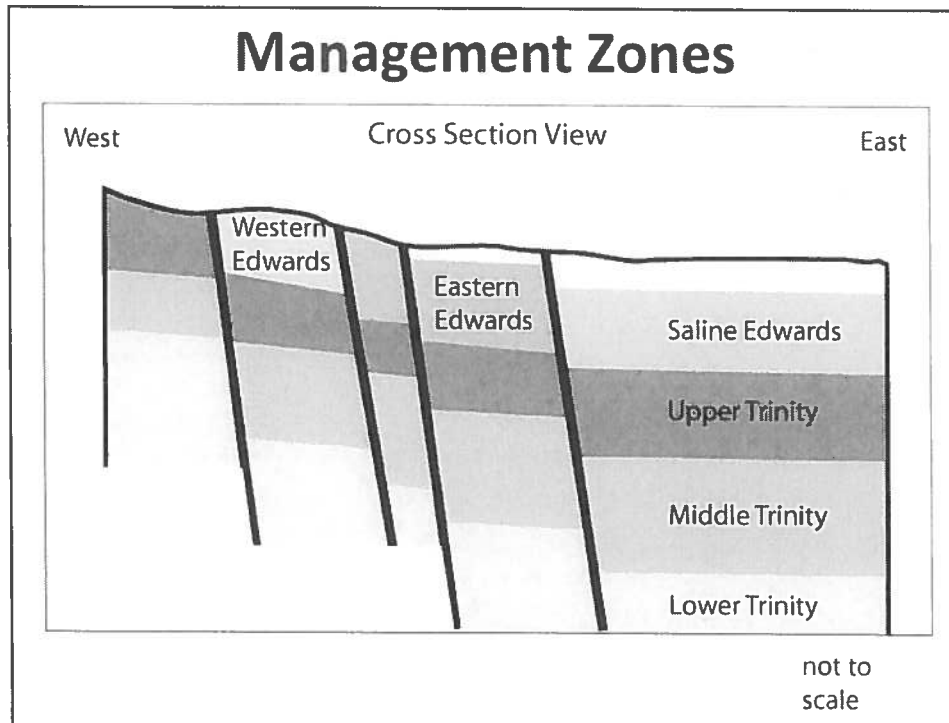
Science-based Policies

Education and Outreach

Aquifers:

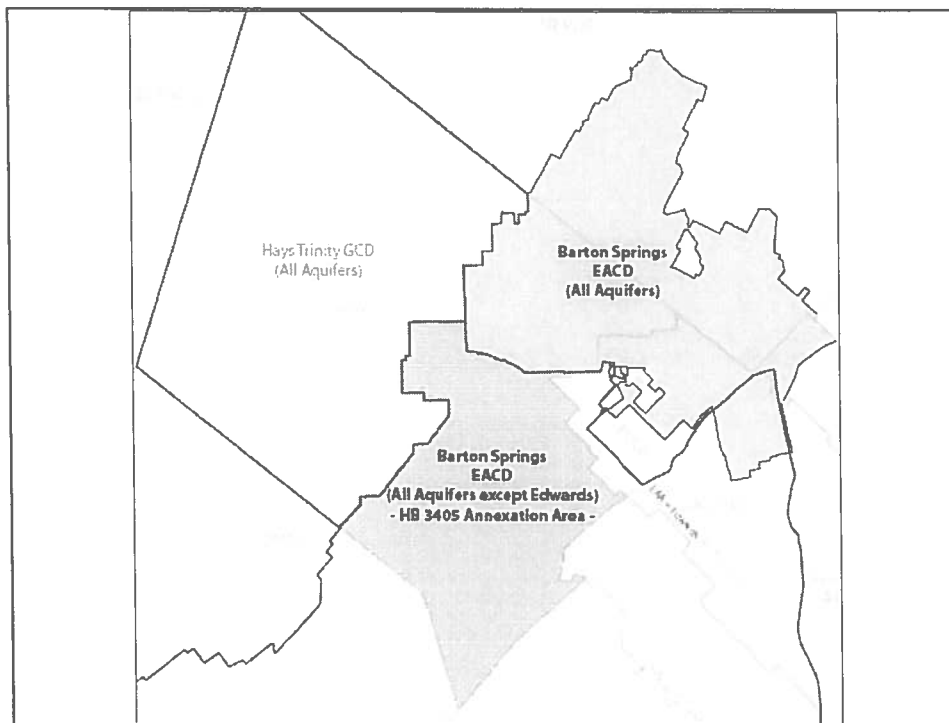
- ◆ Fresh Edwards
- ◆ Saline Edwards
- ◆ Upper Trinity
- ◆ Middle Trinity
- ◆ Lower Trinity
- ◆ Other Aquifers





HB 3405- What does it do?

- ◆ Provides Aquifer Mgmt. in White Zone
- ◆ Expands BSEACD territory:
 - ◆ Validates authority over the Trinity Aquifer
 - ◆ No other GCD with Trinity authority
 - ◆ Defines "Shared Territory"
 - Inside the EAA
 - Inside Hays County
 - Not within Plum Creek CD



HB 3405- What does it do?

Permitting (2-stage process)

1. Temporary Permits

- 3-month grace period
- Existing wells and wells "under contract"
- Authorizes "Maximum Production Capacity"
- Issued in 30 days

2. Regular Permits: can be reduced if will cause:

1. Failure to achieve DFC
2. Unreasonable impacts to existing wells

Deadline to apply: September 19, 2015

Redistricting

Board of Directors

- ◆ 5 Precincts
 - ◆ 2 Austin
 - ◆ 3 Non-Austin

Begin:

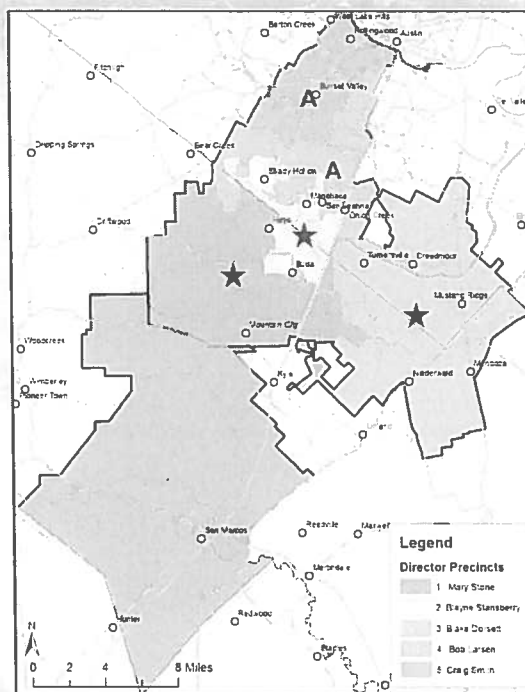
September 2015

Deadline:

June 2016

Elections:

November 2016



Who's affected by the bill?

Existing Exempt Trinity wells

- ◆ domestic/livestock wells
- ◆ <25,000 gal/day capacity (17 gpm)

Why register?

- ◆ No fee, no meter
- ◆ Protect your well
- ◆ Receive notices
- ◆ District Programs



- Commercial businesses
- Non-profits (schools, churches, camps)
- Irrigation (ponds, landscaping, crops)
- Agricultural
- Industrial
- Public water supply

- Meter and report pumpage
- Annual Production Fees (\$0.17/1k gal)
- Drought curtailments

- Grace Period to continue operation
- No application fee (~~\$500~~)
- Maximum Production Capacity



Additional Resources

- Website
 - Guidance docs
 - Info sessions
- Next: 8/19/15*
- Info stations

Next: 8/19/15

Call or email:
512-282-8441
Info@bseacd.org

[illegible]

Next Steps

- ✓ Adopted new rules
- ✓ Outreach events (townhall, info sessions)
- ☐ Process Temporary Permits (**deadline: 9/19/15**)
- ☐ Register exempt wells
- ☐ Continue technical evaluation
- ☐ Develop technical permitting standards
- ☐ Redistricting
- ☐ Joint-regional development of GAM



Thank You

Item 4

Board Discussions and Possible Actions

- b. Discussion and possible action related to activities associated with the District review of State Highway 45 Southwest design plans.**



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

MEMORANDUM

Date: August 20, 2015
To: Board of Directors
Thru: John T. Dupnik, P.G., General Manager
From: Tom Hegemier, P.E.

Re: SH 45 SW Stormwater Quality Management

Activities Since Previous Board Meeting

- The Technical Water Quality Work Group had its first meeting on July 30, 2015 at the CTRMA offices. The highway design team was joined by the City of Austin Watershed Protection Department, Travis County, the BSEACD representative, and TxDOT. The first part of meeting was an orientation process that led to the discussion of the application of the City of Austin SOS criteria and how that could be performed. We also discussed the stormwater approach, construction erosion controls, hazardous materials traps, and potential future maintenance requirements.
- The second Technical Water Quality Work Group meeting was on August 20, 2015 and featured a detailed water quality plan discussion on the use of the City of Austin SOS water quality evaluation tool. The evaluation process is a joint effort by the City and the highway design team. Discussion also centered on the proposed batch detention basins and their role as providing hazardous materials protection. These measures are fully supported by TxDOT staff. We also reviewed approaches to construct vegetated filter strips and non-erosive outfall structures. The highway design team outlined the proposed remote sensing and third party response plans to effectively maintain measures and respond to potential spills. The design team will develop additional details/plans before the next meeting and attempt to seek general agreement on the proposed water quality plan by the involved parties. Additional Technical work groups focused on construction erosion controls and Flint Ridge Cave protection will be formed at the request of the City of Austin.
- The Highway design team completed the 60% design plans without the drainage/stormwater features. Those features will be completed after the Water Quality Technical Work Group finishes the review/input process.

Next Steps:

- The City of Austin Watershed Protection Department staff will continue to work with the highway design team on the SOS technical evaluation process.
- The Water Quality Technical group will next meet in the mid-September time-frame.

Item 4

Board Discussions and Possible Actions

c. Discussion and possible action related to formation of a Facilities Upgrades Board subcommittee and activities related to office building renovations planning.



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

**Barton Springs/Edwards Aquifer Conservation District
Request for Statements of Interest and Qualifications
For Architectural Support Services
RFQ No. 080315-004**

The Barton Springs/Edwards Aquifer Conservation District (District) requests statements of interest and qualifications (SOQs) from qualified firms to provide architectural services for a defined term with an option to renew if needed. The selected firm shall employ a Texas licensed architect with experience in remodeling and renovating existing office space.

BACKGROUND

The District is seeking to renovate its existing office space to remedy existing deficiencies and accommodate new demand for functional and efficient work space stemming from the expansion of the District's jurisdictional area in Hays County. The District is seeking services to develop an initial schematic master plan considering the potential options for accommodating these needs that is suitable for soliciting preliminary estimates of construction costs.

SCOPE OF CONSULTING SERVICES

The selected firm will provide architectural services required to perform the following tasks:

1. Compile existing structure and interior drawings and property surveys and convert into CAD files;
2. Participate in an initial review meeting with the District Facilities Upgrade Team/Committee to confirm the scope of work and wish-list priorities;
3. Review the existing survey and existing and/or new conditions and regulatory restrictions to assess the feasibility of an addition to the building for offices and Board room space;
4. Provide an initial schematic master plan suitable to solicit preliminary estimates of construction costs. The plan shall include schematic design sketches of the following:
 - a. Plan layout studies for the conversion of the existing space into new office space, including layout studies for options which may include contingencies ranging from a simple remodel to create temporary work stations and other minor improvements to construction of an addition and satisfaction of all listed needs (1-3 options).
 - b. Floor plan layout studies for the conversion of the existing front porch space into new office space, including layout studies for reconfigured offices and Board Room, still within the confines of the existing roof (1-3 options).
 - c. Plan layout studies for the potential addition for a Board Room on the front and or on the rear.
5. Participate in one to two design meetings with District staff to present and review the proposed design option sketches; and
6. Attend and present design option at a meeting of the full Board of Directors.

EXPERIENCE AND APPROACH

A simple statement of interest should be submitted including the following information:

1. a general description of the firm, qualifications, and capabilities relevant to this project;
2. a general description of other relevant projects over the past five years comparable to this project;
3. a statement certifying that the applicant and/or his/her firm is not aware of any existing conflicts of interest with the District or its Board of Directors; and
4. any other information relevant to scope of services.

SELECTION AND NEGOTIATION

Informal interview(s) with qualified offerors may be conducted with a short list of selected qualified offerors. After considering the qualifications of the selected offerors, the General Manager will select the first-choice firm to initiate negotiations for a contract. The District will contract with the successful offering individual, group, or company for work to be completed on either a fixed-price basis or a time-and-materials basis, whichever is more favorable to the District. While the cost of the prospective work will be negotiated following contractor selection, the District has budgeted up to \$5,000 for the scope of services described.

SOQ SUBMITTAL

Interested parties are asked to submit brief SOQs, not to exceed five pages, to the District. SOQs may be submitted to John T. Dupnik, P.G., General Manager, at the following address:

Barton Springs/Edwards Aquifer Conservation District
Attn: Mr. John T. Dupnik, P.G.
1124 Regal Row
Austin, Texas 78748
(512) 282-8441

Or electronically to: john@bseacd.org (Subject: Facilities Upgrade SOQ)

Any questions about this solicitation should be submitted to John T. Dupnik, P.G. at john@bseacd.org.



July 24, 2015

John Dupnik, P.G.
General Manager
Barton Springs Edwards Aquifer Conservation District
1124 Regal Row
Austin, Texas 78748

**Subject Architectural Schematic Design Services for the Renovation to
the office building located at 1124 Regal Row**

Dear Mr. Dupnik:

It was a pleasure meeting with you and hearing your vision and need for your offices. We are delighted that you are considering Steinbomer and Associates, Architects, Inc. (dba Steinbomer, Bramwell & Vrazel, Architects) to provide your architectural services for this endeavor. This proposal is intended to answer questions you may have concerning the services that we will provide and the fees for these services.

We realize that you are interested in understanding the potential ways that a renovation to your office will lay out, and how much this renovation might cost. For these purposes, we would like to propose an initial schematic master plan for the entire scope of work you would like to complete. For this master plan, we will provide sketches of options for your proposed renovation that can be given to a contractor for preliminary construction cost estimating.

We typically request measured drawings of the existing structure and interior partitions as a basic starting point. However, in this case you have provided us with some usable background drawings that will suffice in this phase.

We would need and very much appreciate any property survey you may have in a file. There would have been one provided with the Settlement papers during closing when the property was purchased. Hopefully it is a recent survey from which we can request a CAD drawing from the surveyor. If not we can still use whatever you may have for this phase.

If this drawing is relatively new, we can contact the surveyor who completed the work and request a CAD version of it. This will enable us to study the building lines, setbacks, and



impervious cover constraints that will inform how and where an addition can be situated (if we see an option to add onto your building to provide the additional space you need).

Once we have the site survey, we propose to provide the following:

- A Review meeting with you right away to confirm the scope of work and wish list priorities
- A review of the existing survey and existing and /or new conditions and regulatory restrictions to confirm if an addition to the building is a possibility to create new office or Board Room space
- Provide schematic design sketches of the following:
 - Plan layout studies for the conversion of the existing space into new office space, including layout studies for options which may include relocated restrooms, and one for simple, emergency workstation contingencies (1-3 options)
 - Floor Plan layout studies for the conversion of the existing front porch space into new office space, including layout studies for reconfigured offices and Board Room, still within the confines of the existing roof. (1-3 options)
 - Plan layout studies for the potential addition for a Board Room on the front and or on the rear.
- One (1) to two (2) design meetings with you to present and review the proposed design option sketches
- We understand that your immediate need is for two additional spaces worked in amongst the existing room layout. That is priority.

We typically bill hourly for architectural services such as these, and the total fee for the above described services will not exceed \$5,000 unless we mutually agree in advance that further design studies or development is desired.

Once you approve the study sketches, they can be reviewed with a contractor so that he/she may provide to you a preliminary estimate of construction costs. This way, you will have an idea of how a renovation will lay out, and you will have an idea of what it may cost. This will allow you to make an informed decision on how to prioritize and to proceed with the renovation with a minimal amount of investment in design services. Once you define the scope of construction work you wish to complete, we will be happy to provide you with a new proposal for continued architectural services during the Design Development and the Construction Documents phases for that scope of work.



If this proposal meets your satisfaction, please sign below and return one full copy to us. We greatly appreciate this opportunity and look forward to working with you.

Sincerely yours,

Steinbomer & Associates, Architects, Inc.

A handwritten signature in dark ink that reads 'Robert A. Steinbomer'.

Robert Steinbomer, AIA
President

ACCEPTED:

Name

Date

Attachments: General Terms and Conditions

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

Item 4

Board Discussions and Possible Actions

- d. Presentation, discussion, and possible action related to assessment of District Goals and Objectives for FY15, and identification of possible goals for FY16.**

FY 2015 Objectives for the General Manager

(Adopted: September 25, 2014)

The following objectives are to be achieved or have substantial progress made towards achievement by August 31, 2015 as determined by the collective judgment of the Board.

1. Effectively execute the core responsibilities of the office of GM including:
 - a. Implement Board-established policies, provide Internal and external leadership, serve as advocate/liaison between board and staff
 - b. Staff management and development
 - c. Programmatic planning and execution
 - d. Financial administration of the District
2. Coordinate the completion and submittal of an ITP application, and continue to support the completion of the NEPA process and any needed responses to comments on the ITP application.
3. Serve as District representative and coordinate participation with TxDOT on projects along the existing Mopac and the proposed SH 45SW to ensure the provisions and spirit of the consent decree are upheld and that recharge-related karst features are adequately protected.
4. Serve as the District representative and coordinate with the District's lobbyist to advocate for the District's legislative agenda and support other related initiatives as needed to preserve the groundwater management objectives of the District and the overall authority of Groundwater Conservation Districts.
5. Coordinate the rule making process to identify rule changes and amend the rules as need in preparation for implementation of the District Habitat Conservation Plan (HCP) and prospective Incidental Take Permit (ITP).
6. Serve as the District Representative to GMA 10 and the GMA-10 Representative to Region K, and effectively assist the GMA 10 Committee Coordinator in satisfying GMA responsibilities and the Region K Chair in satisfying Region K responsibilities.
7. Ensure that all other FY 2015 District Goals are achieved or that substantial progress is made towards achievement.

FY 2015 District Goals
(Adoption Date: September 25, 2014)

End-of-Year Progress Report

The following goals were adopted by the Board to guide the District's efforts for FY 2015. Each Goal below includes a narrative summary **in orange** of District activities completed through the fiscal year to demonstrate sufficient progress towards achievement of the goals and a staff assessment of whether each goal was achieved or not.

1. Make preparations to provide a thorough and expeditious response to anticipated document and information requests associated with a possible audit by the State Auditor's office.

Lead Team: General Services

This Goal was achieved.

Preparations have been made in the form of a spreadsheet tracking Management Plan Performance Standards by Team that shows locations of supporting documentation. This spreadsheet identifies the location of the documentation that may be requested such that any request should be easily and quickly accessible.

Each of the 24 performance standards is addressed, and each one is followed by a list of all supporting documentation (sometimes just a few items and sometimes very many). The District server links, and also website links of each listed document are noted if applicable, along with additional locations of the document other than the server or website, if applicable.

2. Conduct scientific studies and develop the regulatory framework that support the development and the use of alternative water supplies through methods such as aquifer storage and recovery (ASR) and desalination that may substitute for use of the Edwards Aquifer.

This Goal was achieved.

The District has had a long-term goal of evaluating the saline Edwards Aquifer to determine if desalination and aquifer storage and recovery (ASR) are viable means of providing alternative water supplies. One objective of this goal is to install a multiport monitor well in the saline Edwards, however a key landowner has not yet provided access to their property for this well. However, in FY 2015, the District applied for and was awarded funds by TWDB for a Regional Facility Planning Grant to do an engineering evaluation of desalination and ASR and to install a multiport well to help characterize the saline Edwards Aquifer.

Lead Team: Aquifer Science

3. Continue to actively participate as an agency stakeholder in TxDOT projects along the existing Mopac and the proposed SH 45SW to ensure the provisions and spirit of the consent decree are upheld and that recharge-related features and the Edwards Aquifer are adequately protected.

Lead Team: General Manager

This Goal was achieved.

- During FY 2015, the GM and the Board subcommittee consisting of Bob Larsen and Mary Stone actively negotiated with TxDOT to develop an agreement that would allow the use of stormwater controls for the SH45 southwest project that would meet or exceed the provisions of the Consent Decree. Despite a considerable effort on both sides, a formal agreement was not reached. In lieu of a formal agreement, a letter of commitment was provided by TxDOT memorializing certain measures of the draft agreement.
 - After negotiations with TxDOT ceased, the project was transferred to the CTRMA. The District then initiated conversations with the CTRMA to coordinate the working relationship between the RMA and the District throughout the design process. The District and the RMA agreed to monthly update meetings throughout the design process and a formal design review between the 30% and 60% design milestones.
 - The GM and the Board subcommittee consisting of Bob Larsen and Blayne Stansberry coordinated the solicitation and interviews for engineering support to provide the 30% design review available to the District under the Consent Decree. Tom Hegemier, P.E. was approved by the Board to provide the engineering support and lead the review of the stormwater plans.
 - The GM is coordinating the review through the consulting engineer who provides periodic updates to the Board subcommittee and full Board and solicits input to guide the design review. The review is ongoing and will continue into FY 2016.
4. Advocate for District's interests in the 2015 legislative session by pursuing the District's legislative agenda and other legislative initiatives as needed to preserve the groundwater management objectives of the District and the overall authority of Groundwater Conservation Districts.

Lead Team: General Manager

This Goal was achieved.

- After a solicitation of statements of interest and then proposals from firms to provide legislative consulting services toward the end of FY 2014, the GM coordinated with a subcommittee of the Board to narrow down a short list, interview, and then recommend a first-choice firm to provide legislative support in the 84th legislative session. In the beginning of FY 2015, the Board chose the firm of Sledge Law and Public Strategies and the GM negotiated and executed a contract to provide such services.
- The GM served as the primary point of contact and coordinated with Sledge Law and the appointed Board subcommittee to advocate for the District's adopted legislative agenda throughout the session. Efforts included bill tracking and review, and providing testimony at committee hearings on certain bills. The lobbying efforts were successful in affecting the following legislative agenda "driver" items and associated bills:

Saline Zone Management (HB 30): HB 30 was originally drafted to prescribe GCD rules for designated brackish groundwater production zones. The passed version of the bill was revised to only approve a study to identify the zones. The BSEACD was exempted from the bill in recognition of the District's ongoing efforts to manage the Saline Edwards Aquifer.

Aquifer Storage and Recovery (HB 655): HB 655 provided authority to TCEQ to regulate the injection and recovery of injected water in ASR systems. HB 655 includes a special provision recognizing the authority of the BSEACD over recovery of water from ASR systems which was authorized by HB 3405.

Seller's Disclosure Notices (HB 1221): HB 1221 was passed requiring sellers to report whether a property was in a GCD or not. This was the direct product of BSEACD efforts to advocate for this issue.

- **Other non-driver agenda items and associated bills affected by the District's lobbying efforts include:** HB 930 related to TDLR regulation of water well drillers and pump installers, HB 1232 related to TWDB study and mapping of aquifers, and SB 854 related to GCD permitting and automatic renewals.
 - **Other non-agenda bills affected by the District's lobbying efforts include:** HB 200 relating to GCD regulation of groundwater and the DFC appeal process, HB 2767 (TWCA Chapter 36 "clean up" bill), HB 3163 related to GCD Board member immunity from law suits, and HB 4112 (the "fair share" bill) relating to groundwater ownership and property rights.
 - **HB 3405:** HB 3405 to expand the jurisdiction of the BSEACD was the dominant legislative initiative this session but was not anticipated or identified in the legislative agenda. The GM and the HB 3405 special subcommittee of the Board coordinated very closely with the District lobbyist to track progress and provide input into the provisions of HB 3405 throughout the legislative process. This effort included frequent review of bill language, providing committee testimony, and many meetings with area stakeholders and officials, bill sponsors, other legislators, legislative staffers, and other lobbyists. The District's efforts were ultimately successful with HB 3405 becoming law effective on June 19, 2015 in a form favorable to the District.
5. Increase awareness and visibility of the District's role, groundwater resource challenges, programs, and well permitting/registration requirements by educating realtors, buyers, sellers, well owners, and other affected stakeholders through various means which may include website improvements, social media presence, public awareness campaigns, and other related outreach events and initiatives.

Lead Team: Education & Outreach

This Goal was achieved.

- **The District worked with homeowners and homeowner associations to increase the awareness of the roles of groundwater conservation districts, establish a monitor well network in a previously unstudied area, and identify wells in the new Trinity groundwater management zone.**

- The District hosted an in-house water well checkup and open house. Well owners were able to have their well water analyzed for free for common contaminants and they were able to talk with a variety of experts on septic system maintenance, water treatment, gardening, tree care, and hydrogeology.
 - The Education and Outreach team developed a plan to process well registrations in the new Trinity groundwater management zone and transfer information into the existing Wells database. Wells with water level data will still have those data associated with their well information.
 - The Education and Outreach Team developed education materials, website content, and neighborhood information sessions in the Trinity groundwater management zone. Leveraging the expertise of a PR consultant, staff launched an extensive, targeted well registration education campaign and helped raise awareness about benefits of well registration and requirements for new permits.
 - The District coordinated and funded a strategic Walk and Talk team who visited 200+ homes and delivered information about District programs and helped raise awareness about well registration.
6. Implement approved and pending rules related to extreme drought management and initiate rule making to identify rule changes and amend the rules as needed in preparation for implementation of the District Habitat Conservation Plan (HCP) and prospective Incidental Take Permit (ITP).

This Goal was achieved.

- The HCP is currently under FWS review and an ITP has not been issued. Upon approval and issuance of an ITP, staff will propose rule changes necessary to address the efforts of the HCP and ITP.
- District staff revised and updated Drought Target Charts, User Conservation Plans, and User Drought Contingency Plans to incorporate the upcoming effective ERP curtailment requirements. These documents will reflect rule requirement 3-7.6(B)(4) that states during an ERP declaration after October 11, 2015, each permittee with an Historical Freshwater Edwards Production Permit is required to curtail monthly permitted pumpage by 50%. The implementation of this rule is critical in ensuring the preservation of the Freshwater Edwards DFC during a drought of record scenario.
- District staff held a public hearing to adopt revised rules. The rule changes were necessary to address the new statute requirements of HB 3405 and focused on the permitting policy for the new annexed area of Hays County. District staff intends to initiate another round of rulemaking in FY 2016.

Lead Team: Regulatory Compliance

Item 4

Board Discussions and Possible Actions

- e. Discussion and possible action related to activities evaluation of the performance of the General Manager's office in FY15 including assessment of incentive compensation.**

Item 5

Director's Reports

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

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

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

Item 6

Adjournment