

Agenda Back-Up for the
Barton Springs-Edwards Aquifer
Conservation District
Board of Directors

Regular Meeting and Public Hearing
August 13, 2026

5:00 P.M.



NOTICE OF REGULAR MEETING of the BARTON SPRINGS-EDWARDS AQUIFER CONSERVATION DISTRICT BOARD OF DIRECTORS

Thursday, August 13, 2026

5:00 PM

IN-PERSON

Notice is given that a **Public Hearing and Regular Meeting** of the Board of Directors (Board) of the Barton Springs-Edwards Aquifer Conservation District will be held on **Thursday, August 13, 2026**, commencing at **5:00 p.m.** at **the District office, located at 1124 Regal Row, Austin, Texas.**

This meeting will be video and audio recorded and the recording will be available on the District's website after the meeting.

Public Comments at the Board Meeting – Please complete a comment card prior to the start of the meeting. Each registered person will be recognized and identified by the Presiding Officer or staff moderating the communications when it is their turn to speak. **Public comment is limited to 3 minutes per person.**

AGENDA

Note: The Board of Directors of the Barton Springs-Edwards Aquifer Conservation District reserves the right to meet in a closed 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. **Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
 - a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, Specified Expenditures greater than \$10,000.
 - b. Approval of minutes of the Board's June 11, 2026, Regular Meeting and Public Hearing.
 - c. Approval of appointment of the General Manager to the Capitol Area Council of Governments General Assembly.

4. General Manager's Report.

- GM Update
- Communications and Outreach Update
- Aquifer Status Report

5. Public Hearing

The Barton Springs-Edwards Aquifer Conservation District Board of Directors will hold a Public Hearing at its regular meeting on Thursday, August 13, 2026 at 5:00 p.m. at the District office, 1124 Regal Row, Austin, Texas, 78748. The Public Hearing concerns the District's proposed Fiscal Year 2027 Budget. At the conclusion of this Public Hearing, the Board may approve the proposed Fiscal Year 2027 Budget.

6. Discussion and Possible Action.

- a. Discussion, and possible action on proposed Fiscal Year 2027 Budget.
- b. Discussion and possible action related to the adoption of the FY 2027 Fee Schedule and annual water use fee for the City of Austin by Resolution #081326-01.
- c. Discussion and possible action on Drought Stage.
- d. Discussion and possible action on the Mopac South Expansion Resolution #081326-01.
- e. Discussion and possible action related to the performance and compliance of District permittees with their User Drought Contingency Plan curtailments.
- f. Discussion and possible action related to adopting an Order Calling the November 3, 2026 Election; approving Joint Election and Election Services Agreements with Travis, and Hays counties; and ordering other matters incident and related to such election.
- g. Discussion and possible action related to Texas Land Application Permit No. WQ0016373001 for Hays Commons Development, Inc.
- h. Discuss, consider, and possible action on reconsideration of Well Drilling Authorization Application submitted by William B. and Beverly Crenshaw.
- i. General Counsel's Report: The District's legal counsel will brief the Board on pertinent legal issues and developments impacting the District since the last Board meeting, and legal counsel's activities on behalf of the District, including without limitation waste injection well monitoring activities including any protests of injection well applications with the Railroad Commission of Texas or the Texas Commission on Environmental Quality (TCEQ), monitoring or protests of water rights, wastewater discharge, or other waste-related applications at the TCEQ that may impact groundwater resources in the District; District rules enforcement activities, possible amendments to the District rules and management plan, or implementation issues related to the rules or plan, the District rules or groundwater-related legislative activities, aquifer joint planning and DFC development

activities, developments in groundwater case law and submission of legal briefs, contractual issues related to the District, open government, policy, personnel, and financial issues of the District, threatened or pending claims or litigation against the District, and other legal activities on behalf of the District – Brian Sledge, Legal Counsel, Sledge Law Group, PLLC

7. Director Reports.

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

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

8. Adjournment.

Please note: This agenda and available related documentation, if any, have been posted on the District website, www.bseacd.org. If you have a special interest in a particular item on this agenda and would like any additional documentation that may be developed for Board consideration, please let staff know at least 24 hours in advance of the Board Meeting so that we can have those copies made for you. The Barton Springs/Edwards Aquifer Conservation District is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the District office at 512-282-8441 at least 24 hours in advance if accommodation is needed.

Item 1

Call to Order

Item 2

Citizen Communications

Item 3

Consent Agenda

- a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, Specified Expenditures greater than \$10,000.
- b. Approval of minutes of the Board's June 11, 2026, Regular Meeting and Public Hearing.
- c. Approval of appointment of the General Manager to the Capitol Area Council of Governments General Assembly.

Item 4

General Manager's Report

- a. GM Update
- b. Communications and Outreach Update
- c. Aquifer Status Report

Summary of Team Activities in July – August 2026

Aquifer Science

June-July-August Activities

- The GMA 10 DFC Joint Planning group voted on a proposed DFC for the upcoming cycle.
- ~\$300,000 Grant Application awarded by TWDB for completion of Trinity Aquifer Sustainability (TAS) Model
- TAS Model kick off meeting with KT Groundwater
- Delivered Buda ASR Core samples to the BEG's Core Storage Facility
- Creedmoor draft aquifer test evaluation
- Centex – Buda Quarry draft aquifer test evaluation
- Barton Springs manual flow measurements
- Coleman's Canyon Multiport slug testing (permeability testing)
- Attended annual Esri Users Conference in San Diego from 7/13 - 7/17; report of attendance shared with staff
- Began the integration of the PRISM climate data tool into ArcGIS Notebooks to standardize tool dependencies for easier use across the team
- Update of the PRISM API tool to implement enhanced calculations for a Normalized Antecedent Precipitation Index and Effective Precipitation
- Delivery and staff review of *Hydrogeological & Geochemical Study of the Lower Trinity Aquifer* report by LRE. (Final product should follow soon)

On Deck:

- Technical evaluations for Trinity Sustainable Yield policy development.
- Groundwater to the Gulf presentation (stream gauging)
- Monitor well & Multiport quarterly visits
- Garrison DO study
- Coleman's Canyon Multiport slug testing (permeability testing)
- Continuation of the Aquifer Test Compilation Report Update
- Antioch sliver property easement
- TDS pilot well drilling – monitoring and sampling
- TWDB sampling w/ isotopes
- Completion of the resource vulnerability analysis for the abandoned well risk assessment using newly integrated and automated workflows for easy replication
- Debug and package new version of the PRISM API tool to be hosted on the District's GitHub repository
- Begin the development of an automated workflow for data retrieval and reporting to support staff during monthly drought updates
- Presentation and delivery of stamped *Hydrogeological & Geochemical Study of the Lower Trinity Aquifer* report by LRE at next available Board meeting.
- Announcement of the TWDB Grant Application acceptance

Regulatory Compliance

June-July-August Activities

- Staff continued to process new applications, assist permittees with drought compliance, and assess DMF's and additional penalties to eligible over-pumpers.
- Staff continued to work with LRE on the completion of database development.
- Staff began review of aquifer testing plans for Hays Commons (application submitted 23 July).
- Staff initiated pre-enforcement discussions with permittees that overpumped targets for the month of July.

- Completed initial review of Aquifer Testing application and plan for Creedmoor's Middle Trinity well.
- Continued to work with Centex Materials on coordinating the drilling of a new test well and plans for aquifer testing of a new Middle Trinity well closer to their rock washing facilities off FM1626.
- Reviewed Hays County Development Rules proposed changes drafted by Freese and Nichols.

On Deck

- Staff continue to communicate with Brian and Board committee about rules.

Communications & Outreach

June-July-August Activities

- The US Sun: [Beloved 'Jewel' Swimming Spot Shuttered 'Until Further Notice' As Regulars Stunned By Horror Sight](#). Grace Harrington
- KEYE-CBS News: [Barton Springs Closed "Until Further Notice" As Stormwater Fills Creek](#). Interview of Charlie by weatherman Andrew Lamparski
- [Barton Creek Greenbelt Back to Pre-2020 Levels, City of Austin Officials Urge Caution](#) by Josh Skurnik, KXAN, featuring Shay Hlavaty
- [Barton Springs: Recent rain has helped water flow, but it's not enough to alleviate drought](#) by Freddy Vela, KXAN, featuring Shay Hlavaty
- Represented the District at Groundwater to the Gulf.
- Attended Regional Water Planning and Regional Flood Planning group meetings.
- Attended Ukrainian Water Science and River Basin Planning Symposium.
- Wrote an article after interviewing Emi Aguilar for indigenous values of local groundwater resources.
- Onboarded Lillian Sachitano as Communications & Outreach Coordinator.

On Deck

- Charlie will attend Hill Country Leadership Summit hosted by HCA.
- Staff will attend the TAGD Summit.
- Charlie and Lillian will attend GMA 10 meeting.

Administration

June-July-August Activities

- The District is continuing the transition of banking
- Finalizing onboarding for our new Communications & Outreach Coordinator, Lilly
- A draft FY27 budget has been prepared for Board discussion for the August 13, 2026 Board meeting.
- Continue preparing this year's elections in November
- Created the *FY 2026 Annual Report* and distributed it to the team for completion of their respective sections by October 23, 2026.
- Working on standard operating procedures for the administrative role
- The Administrative team handles a variety of recurring tasks, including generating invoices, processing payments, paying bills, and managing meter readings.

On Deck

- The administrative team is focusing on the FY27 budget finalization and passage for the August 13, 2026, Board Meeting.
- The District is still in the process of transitioning to a new bank.

Executive Outreach & Education (Charlie)

June-July-August Activities

- Represented GW interests at the Friese & Nichols on the new Hays County Development Planning process initial information gathering meeting & subsequent public roll-out meeting.
- Attended HNR meeting to monitor legislative activities.
- Acted as content expert and local guide for *Bilateral Texas–Ukraine Water Science and River Basin Planning Symposium*
- Represented District at the Hays/Caldwell County Texas Well Owner’s Network well testing event.
- Meet with Commissioner Ann Howard to discuss water management coordination between the Commissioners Court and BSEACD
- Attended Southwest Travis Co GCD Board Meeting
- Met with local constituents to discuss permitting questions
- Delivered core samples to the BEG Core lab
- Represented District at the Inter-District Executive meeting

On Deck:

- Representative Zwiener’s Data Center Task Force meeting
- Regional Water Quality Protection Program

Joint Groundwater, Regional Water, and Flood Planning (Charlie)

June-July-August Activities

- The GMA 9 DFC Joint Planning group voted on a proposed DFC for the upcoming cycle.
- The GMA 10 DFC Joint Planning group voted on a proposed DFC for the upcoming cycle.
- Blanco/Guadalupe/San Antonio River Regional Water Planning Group
- Blanco/Guadalupe/San Antonio River Regional Flood Planning Group
- Lower Colorado Regional Water Planning Group
- Lower Colorado Regional Flood Planning Group
- Regional Water Quality Protection Plan (Barton/Onion Creek Watershed) meeting.

On Deck:

- These meetings are regularly spaced throughout the year and are attended either remotely or in person.
- GMA-9 and –10 have both designated proposed DFCs and will adopt them in the coming months.
- BSEACD is an active member and Charlie acts as Chair of GMA-10.
- Proposed DFCs for GMA-10/BSEACD remain the same for the Edwards and are proposed to become more precise for the Trinity.

Status Report Update

August 13, 2026 Board Meeting

Upcoming Dates of Interest

- Texas Alliance of Groundwater Districts Annual Summit – September 1-3, San Antonio
- [Texas Desalination 2026 Annual Conference](#) – September 22-24, Bee Cave
- Hill Country Alliance Leadership Summit – September 24, Camp Lucy
- [Texas Water Association 2026 Fall Conference](#) – October 7-9, San Antonio

DROUGHT MANAGEMENT

Drought Status and Water-Level Monitoring (*Justin*)

Total July rainfall averaged approximately 3.5 inches across the Camp Mabry and Austin-Bergstrom International Airport (ABIA) weather stations – about 1.5 inches above the long-term monthly average (Figure 1). Through the end of July 2026, Central Texas received 23.4 inches of rainfall, or about 65% of its historical annual average of 36 inches.

This above-average rainfall is especially encouraging because July is typically the second-driest month of the year in Central Texas, averaging only about 2.0 inches of rain. Combined with wetter-than-normal conditions in May and June, the widespread 3 to 4 inches of rain that fell between July 11 and July 16 generated enough flow across the recharge zone to provide additional recharge to both the Edwards and Trinity Aquifers.

Barton Springs Flow

As of August 6, the 10-day average discharge at Barton Springs is 24 cubic feet per second (cfs). The widespread 3 to 4 inches of rainfall in mid-July produced another, though smaller, increase in spring flow, helping to temporarily slow the typical summer decline.

Although Barton Springs flow remains above the 20 cfs threshold for Stage 1 Alarm drought conditions, these recent gains are diminishing. When considering whether to declare a new drought stage, the Board of Directors will evaluate current aquifer conditions along with factors such as rainfall forecasts and seasonal trends. Without additional rainfall, Barton Springs flow could decline to Stage 3 drought levels as early as October.

Lovelady Monitor Well

As of August 6, the 10-day average water level at the Lovelady Monitor Well is 458.2 feet above mean sea level (msl). Since March 31, 2026, when water levels were 0.5 feet from crossing into the unprecedented Stage 4 Emergency Response Period, Lovelady has recovered by 4.3 feet. Now levels are hovering about 1 foot above the Stage 2 Critical Drought threshold, a level not seen since this time last year.

While these improvements are encouraging and water levels are currently within the Stage 2 Critical Drought range, the District has not yet lifted its Stage 3 Exceptional Drought declaration. To protect local drinking water wells, District staff and the Board have closely monitored groundwater levels and spring flows over the last month to determine whether these recent gains are sustained through the hottest part of the summer. Those observations will help inform whether the Board lowers the drought stage or maintains Stage 3 Exceptional Drought at its August meeting.

Trinity Aquifer

Groundwater levels in the Trinity Aquifer have also seen gains in the last four months. The Lowe-Coronado Middle Trinity monitor well has risen approximately 4-feet since April, a positive trend that is also being observed – and in some areas exceeded – in portions of the Upper Trinity Aquifer.

Jacobs Well Spring also responded to July rainfall, peaking at 23 cfs on July 15 and currently maintaining a flow of just under 1 cfs. As of August 6, the spring's 10-day average flow is 0.8 cfs.

Meanwhile, the Blanco River at Wimberley has maintained flows between 16 and 20 cfs, below normal. While stream flows remain relatively low, rainfall has provided modest but measurable benefits to both spring flow and river conditions within the watershed.

DISTRICT PROJECTS

Groundwater Management Area Joint Planning

➤ ***GMA 9 Monitoring and Technical Advising***

The Barton Springs/Edwards Aquifer has resumed its interaction and collaboration with GMA 9 as a non-voting member to reestablish connections with that up-dip Hill Country Trinity Aquifer Joint Planning Group. GMA 9 has used the old GAM for GMA planning purposes, and all previous DFCs will remain the same. The next meeting will be September 29 at the Cow Creek GCD offices in Boerne.

➤ ***GMA 10 Coordination***

The GMA 10 DFC planning group met on April 27th to recommend proposed DFCs using the new Southern Trinity Groundwater Availability Model (GAM) based on new pumping projections and drought/recharge scenarios. The GMA-10 members' updated Trinity Proposed DFC statements will impact policy development for the management of the Trinity Aquifer. Recommendations were submitted to the TWDB and have been posted for the required 90-day public comment period. Each GMA-10 member district will hold a public hearing during the 90-day comment period, compile and respond to public comments, respond to comments, and vote to approve the new DFCs with considerations to responses in the fall of 2026. The next meeting is August 24 at the EAA HQ in San Antonio. The required Public Hearing for the BSEACD was held at the June Board meeting.

Trinity Aquifer Sustainable Yield Study & Planning

➤ ***Policy Concepts, Research Needs, and Advisory Workgroup Activity (Jeff + Sci team)***

- The Trinity Sustainable Yield (TSY) Committee will meet as needed (date TBA) to discuss pending updates and determine the next steps for science and policy development.
- Staff hired KT Groundwater Consulting to complete Phase II of the TAS modeling efforts previously done in-house. That contract will be funded by a \$300,000 grant (plus in-kind staff time) from the Texas Water Development Board. Its completion date is no later than June 25, 2028.
- The LRE/Spheros *Environmental Hydrogeological and Geochemical Study of the Lower Trinity Aquifer* revised draft is nearing completion. We expect a stamped report and a presentation at the next available board meeting.
- Staff continues to work with District counsel to develop a draft TSY policy framework.

Technical Evaluations (Bri)

Aquifer Science staff continue to collect and analyze hydrogeologic data to advance the state of the best available science of the Trinity Aquifers. This increased understanding will provide a robust scientific framework to guide Trinity Sustainable Yield (TSY) policy-making efforts, a major priority for the District. Staff continue to maintain and expand the District's monitoring well network and are closely monitoring impacts from the present drought on aquifer levels in both the Edwards and Trinity Aquifers.

A project to update the 2010 Aquifer Test Compilation Report is also in progress. The 2010 report provided a foundational summary of aquifer test data across the Barton Springs Segment of the Edwards Aquifer and portions of the Trinity Aquifer. This update will implement post-2010 aquifer test data into

an improved spatial and stratigraphic analysis of aquifer characteristics. Results of this analysis will be drafted into a fresh aquifer test compilation report and will guide TSY staff during policy-making efforts.

Habitat Conservation Plan (Justin)

➤ *FY 2025 HCP/ITP coordination began in late September.*

Staff began preparing the draft FY2025 HCP document for distribution to the Management Advisory Committee (MAC) in early January 2026 for review and comment. A meeting between staff and five MAC members was held on February 2, 2026. MAC comments and edits were incorporated into the final FY2025 HCP draft, which was submitted to the U.S. Fish and Wildlife Service (USFWS) on February 26, 2026. The Board approved the FY 2025 HCP/ITP Final report at the March 12 Board meeting.

Database Management System – LRE Water (now Spheros Environmental) (Jacob)

The development team is close to wrapping up phase 3 of the database project. The Water Quality Viewer page has been deployed with feedback given. Improvement to the data entry were made and a legend was added to the map to identify the aquifer completion of wells. A well-inspection page was added that makes information from site visits easier to pull and keep records of. Development of the permittee portal has also been made with the ability for permittees to enter their own meter readings. Staff has not opened this capability to permittees yet; feedback has been given on this feature, and a monthly detailed summary of the current fiscal year has been added. Improvements to the process of adding a meter have also been made with starting meter reading field added and an issue where dates were displaying one day earlier than entered. Moving forward, the development team is focused on planning the online applications process and integrating the HydroVu API capabilities.

Abandoned Well Risk Assessment (Bri)

The integration of the PRISM API tool into ArcGIS Notebooks is currently underway. The assessment resource vulnerability analysis will be completed using this newly integrated PRISM workflow for data retrieval and climate data processing. The goal is to document an official abandoned well assistance program for the 2026 Habitat Conservation Plan (HCP), using initial risk assessment results.

PRISM Climate Data API (Bri)

The API tool functionality is being updated to include calculations for a normalized antecedent precipitation index and effective precipitation. Currently, the tool is being integrated into ArcGIS Notebooks to standardize tool dependencies for easier use across the team. This integration will also support future development of the District's in-house, hydrologic models.

Aquifer Test Compilation Report Update (Bri, Justin)

A new project has been proposed by Aquifer Science staff to update the 2010 study with aquifer testing data from 2011 to 2025. The current dataset is being updated to include testing data following 2010, which will guide the Trinity Sustainable Yield committee in the development of management policy. The 2010 report will be updated to reflect new findings. An updated table of Aquifer Tests since 2010 will be compiled for statistical evaluation to supplement Trinity Sustainable Yield efforts by the end of August 2026.

ILA Commitments (Justin)

The District has an ILA with COA to coordinate studies for the respective HCPs such as scientific feasibility studies and monitoring evaluations; to collaborate on the planning of future Kent Butler Summits; and to exchange technical information regularly on an annual basis. An annual technical

meeting is held between the District and COA in November each year to discuss each organization's activities related to their respective HCPs. This meeting was held on November 20, 2025.

Current and Possible Permitting Status (Erin)

➤ Creedmoor-Maha and DC South Fork, LLC

UNDER REVIEW: Staff met with Kaveh of Wet Rock, Matt Pickle of Creedmoor, and representatives from co-applicant DC Southfork to discuss staff's comments on the aquifer testing plan submitted in April. Wet Rock will submit a revised testing plan that addresses staff's comments and recommendations.

Upon completion of the aquifer testing phase, a hydrogeologic report will be prepared and submitted as part of a production permit application.

➤ Centex Materials, LP

UNDER REVIEW: Staff spoke with Jack Sackrider of Westward Environmental, on behalf of Centex Materials, regarding the test well drilling plan and aquifer testing plan submitted in April. Jack has since submitted a revised testing plan that addresses staff's comments and recommendations. Staff is currently reviewing the updated plan while Jack coordinates with nearby well owners to schedule monitoring of their wells during the aquifer test.

Upon completion of the aquifer testing phase, a hydrogeologic report will be prepared and submitted as part of a production permit application.

➤ Hays Commons

TLAP: Hays Commons has applied for a TLAP permit from the TCEQ. That permit application is in a contested case process with numerous parties. A site visit to inspect for karst features was conducted on April 20-23. Due to an unexpected right-of-way easement dispute between the applicant and an adjacent landowner and the introduction of the results of the karst survey, the SOAH Court Hearing on the merits has been abated until December 15-17.

Development Agreement with Hays County: Hays Commons and Commissioner Smith's proposed Development Agreement (DA) was not approved by the Commissioners Court on June 9.

IN PROGRESS: Bryan Boyd of BBA Consultants submitted an aquifer test application on July 23rd that includes a plan for the aquifer test that will be used to later provide the hydrogeologic report that will be prepared and submitted as a part of a production permit application. Staff are currently reviewing this plan and will provide comments back to Mr. Boyd upon completion of this initial review.

Mopac South Expansion

CTRMA has begun the administrative process of extending more lanes on Mopac from the river to Slaughter Lane. Staff is monitoring the process and will contribute its involvement, including technical comment, as required to protect the aquifer. The District will produce a Board Resolution to Require the implementation of a comprehensive EIS prior to moving forward.

Regional Water Planning Activities *(Charlie)*

➤ **Region K Water Planning Activities**

The Region K LCRWPG's (Lower Colorado basin) final 2026 Region K Water Plan has been adopted by TWDB for inclusion into the State Water Plan. An anticipated timeline for the 2031 planning cycle was presented. Charlie represents GMA-10 in that planning group. The purpose of this interaction is to protect and maintain all of the GMA-10 member Districts' water supply interests in the basin. The next meeting is September 16 at the LCRA Montopolis location.

➤ **Region L Water Planning Activities**

The Region L STRWPG's (Blanco/Guadalupe basin) final 2026 Region L Water Plan has been adopted by TWDB for inclusion into the State Water Plan. An anticipated timeline of the 2031 planning cycle was presented. Charlie was re-elected to continue representing environmental interests. The purpose of this interaction is to protect and maintain the Environment's groundwater supply interests in the basin. The next meeting is 9:30am on November 5 at the San Antonio River Authority headquarters.

➤ **Region 10 Flood Planning Activities**

Charlie represents the Lower Colorado basin (Region 10) as a non-voting member representing Region 11. The purpose of this interaction is to secure flood mitigation practices that enhance aquifer recharge. The next meeting is at 9am on September 17 at the Lower Colorado River Authority headquarters in Austin.

➤ **Region 11 Flood Planning Activities**

Charlie represents the Guadalupe/Blanco basin (Region 11) on the Executive Committee and as a voting member representing Water Districts. The purpose of this interaction is to secure flood mitigation practices that enhance aquifer recharge. The next meeting is at 9am on November 10 at the Guadalupe Blanco River Authority headquarters in Seguin.

New Maps, Publications, or Reports

A list of recent publications can be found at: <https://bseacd.org/scientific-reports/>

RULEMAKING, PERMITTING, AND ENFORCEMENT *(Erin, Jacob, Charlie, District Counsel, and Rules and Enforcement Committee)*

Rulemaking and Enforcement (Erin)

- Last updates to the rules were approved and adopted by the Board at the August 14, 2025, regular meeting of the Board. These changes were related to drought stage communications and stage nomenclature.

Drought (Erin)

- Will continue working with permittees to ensure compliance with their Agreed Orders.
- Will continue monthly pumpage analysis to determine all permittees' compliance status of drought curtailments.
- Will continue to assist permittees in ensuring they successfully comply with their UDCPs and Stage 3 Exceptional drought curtailments for the month of August.

Enforcement and Compliance Matters (Erin)

Compliance/Enforcement			
Permittee or Entity Name	Aquifer	Use Type	Notes
Aqua Texas, Inc. – Bear Creek Park	Edwards	PWS	Agreed Order Executed.
Aqua Texas, Inc. – Bliss Spillar (Edwards)	Edwards	PWS	Agreed Order Executed.
Aqua Texas, Inc. – Bliss Spillar (Lower Trinity)	Lower Trinity	PWS	No agreed order: penalty assessed and paid. Second penalty assessment paid.
Creedmoor-MAHA	Edwards	PWS	Agreed Order Executed.
Monarch Utilities, Inc.	Edwards	PWS	Agreed Order Executed.
Tindol Restaurant Group, LLC	Middle Trinity	Commercial	Agreed Order Executed.
Aqua Texas, Inc. – Sierra West	Middle Trinity	PWS	Agreed Order Executed.
Seiders, Roy	Middle Trinity	Irrigation	Agreed Order Executed.
Ruby Ranch Water Supply Corporation	Edwards	PWS	Agreed Order Executed.
Texas Old Town	Upper Trinity	Irrigation	No agreed order: penalty assessed and paid.
Aqua Texas, Inc. - Onion Creek Meadows	Edwards	PWS	No Agreed Order; penalty assessed and paid. Second penalty assessment paid.
Cook-Walden/Forest Oaks	Edwards	Commercial	No agreed order: penalty assessed and paid.
Aqua TX, Inc – Shady Hollow Estates	Edwards	PWS	2 separate penalty assessments paid.
Aqua TX, Inc. - Bliss Spillar (Middle Trinity)	Middle Trinity	PWS	2 separate penalty assessments paid.

Permitting Activity (Erin, Jacob)

Upcoming					
Precinct	Application Type	Aquifer	Applicant Name	Use Type	Volume Request (GPY)
1 – Cradit	Aquifer Testing	Middle Trinity	Lost Lakes RV Park	PWS	TBD
2 – Stansberry	TBD - Plugging or Minor Amendment for Substantial Alteration	Austin Chalk	Blanco Trace	TBD – Abandon or Rehabilitate	TBD
5 – Puig-Williams	Drilling	Middle Trinity	Luke Minter – Consultant	Irrigation	TBD
In Review					
Precinct	Application Type	Aquifer	Applicant Name	Use Type	Volume Request (GPY)
1 – Cradit	Aquifer Test	Hays Commons	PWS	PWS	TBD
2 – Stansberry	Well Drilling Authorization	Middle Trinity	Creedmoor-Maha WSC	Monitoring	0 - Monitoring
2 - Stansberry	Aquifer Testing	Middle Trinity	Creedmoor-Maha WSC	PWS	TBD
1 – Cradit	Test Well	Middle Trinity	Centex Material, LP	Test Well	TBD
1 – Cradit	Scientific Monitoring Well (Exempt)	Middle Trinity	Centex Materials, LP	Exempt	0 - Exempt
1 – Cradit	LPP	Middle Trinity	Estrada, David	Domestic	250,000
Recently Approved and/or Admin Complete					
Precinct	Application Type	Aquifer	Applicant Name	Use Type	Volume Request (GPY)
2 – Stansberry	Plugging	Edwards	Driller – Glass Well Service	Abandon	0 - Plugging
2 - Stansberry	Plugging/Hand Dug	Austin Chalk	TWV NQ Kyle Land, LLC	Abandon	0 - Plugging
1-Cradit	Exempt	Middle Trinity	Kutac Family Ranch, LLC	Domestic	7 GPM
1 – Cradit	LPP	Middle Trintiy	Daugherty, Scott	Domestic	250,000
1 – Cradit	LPP	Middle Trinity	Faris, Jordan	Domestic	250,000

AQUIFER STUDIES

(Jeff and Justin)

Permitting Hydrogeologic Studies:

- AS staff continues to work with Regulatory Compliance on permitting issues as they arise, including provided geologic interpretation of geophysical logs prior to final well completion to ensure that new wells are completed accurately within the target water-bearing interval. AS staff continued to work closely with Jacob Newton and LRE water to ensure that the District's monitoring well data is fully migrated onto the new database. AS also worked with Jacob to develop a new public-facing interactive map which will allow the public to view and download all water level data collected by the District. This map has been published and is now available on the District website.

Groundwater Studies: *Dye Tracing, Water Quality, Aquifer Characterizations*

- Technical evaluations to inform upcoming GMA 10 DFC planning cycle and establishment of new Trinity DFCs.
- Hydrogeologic evaluations for Trinity Sustainable Yield policy framework development.
- Texas Disposal Systems pilot desalination well monitoring with BSEACD multiport well
- Barton Springs multiport well study
 - Slug test aquifer permeability data collection July-August 2025
- Coleman's Canyon multiport well study
 - Slug test aquifer permeability data collection February-July 2026
- Reimers Ranch - Hamilton Creek Middle Trinity Monitor Well Dye-Trace Study
 - Assisted and observed Brian Hunt (BEG), The Jackson School of Geoscience, City of Austin Watershed Protection, and Travis County
 - Dye injected on May 26, no reports of a signal as of this writing
- Received LRE/Spheros' *Hydrological & Geochemical Study of the Lower Trinity Aquifer* report.
 - Review and comment is underway.
 - A final version and an in-person report by LRE should be ready for the next Board meeting.
- Texas Water Development Board (TWDB) sampling – collecting water level, water quality and chemistry from select wells with funding provided by TWDB.
- Aquifer Test plans – evaluating submitted plans, designing monitor well networks, and data collection for analysis.
- AS staff are working with the GM on design updates to the drought resources presented in regular monthly board meetings to improve communication on drought impacts.

Field Activities:

- Aquifer Science staff performed dissolved oxygen profiling of the Garrison Park monitoring well in December 2025.
- Barton Springs multiport well water quality measurements, rain-event data collection and slug testing.
- Cooperating with USGS and City of Austin staff to confirm accurate real-time gauge reporting at Barton Springs and Lovelady. Conducting bi-weekly to monthly field measurements.
- Cooperating with USGS staff to confirm accurate real-time gauge reporting at Jacob's Well and the Blanco River at Wimberley.
- Calibrating telemetry monitoring equipment at the Needmore index well (Amos) and reviewing pumping and water-level data as drought worsens.

- Antioch- Continuing to maintain the system and to collect data on flow into the vault (when there is flow). A recent visit to Antioch Cave to assess operating components and electronics indicated the need to recondition most electrical systems.
- Well monitoring- Because of drought, staff are increasing the amount of time maintaining equipment in numerous monitor wells and downloading and interpreting data; and occasionally checking on wells that have been reported as “dry”.

Trinity Aquifer Modeling Development:

Aquifer science evaluation of the draft Southern Trinity Groundwater Availability Model files, released by the TWDB in late July has confirmed its superiority to the old version. This model is being used by the TWDB to calculate modeled available groundwater (MAG) for the Trinity aquifer in GMA 10.

The District’s in-house model: Phase I of the Trinity Aquifer Sustainability model (TAS) was completed in 2023 and is being used to guide Trinity Sustainable Yield policymaking and Trinity DFC planning.

Phase II Numerical portion of this model has been funded by a one-time technical grant by the TWDB and will be contracted to KT Groundwater for a May 31, 2028 completion date.

COMMUNICATIONS AND OUTREACH

(Shay and Lillian)

Drought Communications

- [May Drought Update](#)
- Drought-related social media posts - *These were shared on Facebook, Instagram, and LinkedIn.*
 - o <https://www.facebook.com/share/r/1ET5ASJwPS/>
 - o <https://www.facebook.com/share/r/18qkukYR8w/>
 - o <https://www.facebook.com/share/r/1JKLSwZQ1B/>
 - o <https://www.facebook.com/reel/1678867006490479>

Articles and Media in Which the District was Mentioned

- [Barton Springs Closed “Until Further Notice” as Stormwater Fills Creek](#) by Andrew Lamparski, KEYE, 6/15/2026
- [Barton Creek Greenbelt Back to Pre-2020 Levels, City of Austin Officials Urge Caution](#) by Josh Skurnik, KXAN, 6/15/2026
- [Barton Springs: Recent rain has helped water flow, but it’s not enough to alleviate drought](#) by Freddy Vela, KXAN, 6/25/2026
- [Groundwater Districts Receive State Research Grants by Dalton Sweat, Fredericksburg Standard](#), 7/1/2026
- [The State of Hill Country Swimming Holes Amid a Wet Texas Summer by Ian Dille, Texas Highways](#), 7/6/2026

Communications & Outreach Manager Transition Process

- Onboarded Lillian Sachitano to a full-time position as Communications & Outreach Coordinator.

Outreach

- Significance of Local Aquifers and Springs to Coahuiltecan people
 - o Interviewed Emi Aguilar with the BLIS Collective. Shay is now writing an article about the spiritual significance of local springs to Native people.
- Groundwater to the Gulf
 - o Lillian attended a field-trip based summer institute for Central Texas educators hosted by the Colorado River Alliance. Travelled to Lady Bird Johnson Wildflower Center and McKinney Falls State Park while working alongside the LCRA, Austin Water, TPW, and many other organizations.
- Ukrainian Water Planning Event
 - o Lillian attended a Bilateral Texas-Ukraine Water Symposium as part of a DOI-USGS study tour funded through the State Department. Aimed at connecting what U.S. water planning looks like in practice compared to the work Ukraine is doing now on its River Basin Management Plans under the EU Water Framework Directive.
- Regional Water Planning Group (Region K)
 - o Attended a public hearing and planning meeting to receive comments on issues or provisions to be included in the 7th cycle of water planning for Region K.

- Regional Water Quality Working Group
 - Lillian met with water professionals to discuss local development and its impact on water availability and surface water quality.
- Regional Flood Planning Group Meeting (Region 11)
 - Lillian attended a public planning meeting to refine recommendations to the legislature and TWDB for regional flood planning.

Digital Communications Data

Social Media Data - June				
Platform	June Reach	% MOM Growth: June vs. May	Followers	% MOM Growth: June vs. May
Facebook	1,055,679	2959%	8,407	116%
Instagram	361,255	1259%	2,744	21%
LinkedIn	9,555	76%	785	12%

Social Media Data - July				
Platform	June Reach	% MOM Growth: July vs. June	Followers	% MOM Growth: July vs. June
Facebook	848,136	-20%	11,608	38%
Instagram	22,907	-94%	2,798	2%
LinkedIn	1,652	-83%	795	1%

Mass Email Data	# Sent	# Opened	Open Rate	# Clicks	Click Rate %
May + June Newsletter	2,309	986	42.7%	134	13.59%
July Drought Update	2,301	1031	44.8%	197	17.4%

Website Data	Avg. Engagement Time/User	Views	Event Count	Most Visited Page	Top Landing Page
May 2026	21s	7,840	22,777	Careers	Careers
June 2026	34s	7,216	20,888	Drought Status	Drought Status
July 2026	28s	6,419	18,252	Drought Status	Drought Status

ADMINISTRATION

(Charlie, Alyssa, and Tina Cooper/AAG)

A public hearing will be scheduled at the August 13 Board meeting to discuss and approve a final FY27 budget.

The District hired Lilly Sachitano for the Communications & Outreach Coordinator on July 13. The Administrative team has been coordinating onboarding processes.

Continue preparations for the November 3 election. An agenda item has been added to the August 13 Board meeting to discuss ordering the election and the joint contract with Hays and Travis Counties.

The team section for the annual report has been shared with each member for updates in preparation for the December Board for approval.

The Administration Team typically has repetitive monthly tasks e.g. monthly bank reconciliations, monthly adjusting journal entries, accounts payable, payroll, contract/grant/project tracking, office maintenance and repairs, budget monitoring, bi-weekly payroll journal updates, directors' compensation, pre-pays, DMFs, posting public meetings, preparing meeting backups, etc. These types of tasks are not listed in this report because they are repetitive. Administration status reports are generally more summarized than the other teams, as we list our extra-ordinary tasks outside of our routine tasks, while supporting all other teams.

Item 5

Public Hearing

The Barton Springs-Edwards Aquifer Conservation District Board of Directors will hold a Public Hearing at its regular meeting on Thursday, August 13, 2026 at 5:00 p.m. at the District office, 1124 Regal Row, Austin, Texas, 78748. The Public Hearing concerns the District's proposed Fiscal Year 2027 Budget. At the conclusion of this Public Hearing, the Board may approve the proposed Fiscal Year 2027 Budget.

Item 6

Board Discussion and Possible Action

- a. Discussion, and possible action on proposed Fiscal Year 2027 Budget.

FY 2027 DRAFT / PROPOSED BUDGET

Budgeted Permitted Pumpage 3,734,826,001 Gallons

I. INCOME			2026 Draft Numbers	FY 2026 Approved		FY 2027 DRAFT Preliminary
A.		Production Fees, and Water Use Fee:	GALLONS			
		Actual Authorized Pumpage Revenue (17¢ per 1,000 gallons)	2,317,639,796	\$393,999	(0)	\$393,999
		Actual Authorized Pumpage Revenue (20¢ per 1,000 gallons)	148,660,000	\$29,732		\$29,732
		Actual Authorized Pumpage Revenue (47¢ per 1,000 gallons)	307,714,517	\$144,626	(0)	\$144,626
		Actual Authorized Pumpage Revenue (51¢ per 1,000 gallons)	331,100,808	\$168,861	0	\$168,861
		Actual Authorized Agriculture Pumpage Revenue (\$1.00/acre-foot)	<u>289,180,000</u>	\$887	0	\$887
		Total Actual Authorized Pumpage/Production Fees	3,394,295,121	\$738,105	0	\$738,105
		Growth @ 0% based on Total Actual Pumpage (@ 17¢/1,000 gallons)	0	\$0	0	\$0
		Growth @ 0% on Total Actual Pumpage @ 20¢/1,000 gallons	0	\$0	0	\$0
		Growth @ 3% based on Total Actual Pumpage (@ 47¢/1,000 gallons)	9,231,436	\$4,339	(0)	\$4,339
		Growth @ 1% based on Total Actual Pumpage (@ 51¢/1,000 gallons)	3,311,008	\$1,689	(0)	\$1,689
		Pending Permit Increases (@ 47¢ per 1,000 gallons)	210,942,500	\$99,143	(0)	\$99,143
		Total Projected Pumpage/Permitting Revenue less Agriculture	3,328,600,065	\$842,388	0	\$842,388
		Total Projected Pumpage/Permitted Revenue with Agriculture	3,617,780,065	\$843,276	(0)	\$843,276
		Water Use Fee - City of Austin Assessment		848,793	0	848,793
				\$1,692,069	(0)	\$1,692,069

		Pending New Permits (@ 37¢ and 48¢ per 1,000 gallons) and Growth Factors		-\$105,171	0	-\$105,171
	4204	Water Transport Fees (\$0.31/1,000 gallons)	400,000,000 gallons	\$124,000	0	\$124,000
		Total Production Fees, and Water Use Fee		\$1,710,898	(0)	\$1,710,898
B.		Other Fees:				
	4203	Annual Permit Fees	\$75/permit	\$11,435	0	\$11,435
	4304	Shared Territory Monitoring (Special Provisions)		\$2,500	0	\$2,500
	4302	Administrative Fees - Permit Application and Development		\$8,000	0	\$8,000
		Total Other Fees		\$21,935	0	\$21,935
C.		Other Income:				
	4101	Interest Income	TexPool General	\$58,000	47,429	\$105,429
	6114	Annual OneOk Sampling		\$1,200	0	\$1,200
		Total Other Income		\$59,200	47,429	\$106,629
		TOTAL PROJECTED INCOME		\$1,792,033	47,429	\$1,839,462
II. EXPENDITURES						
A.		Salaries and Wages				
	6001	Staff Salaries and Wages		\$686,597	(120,880)	\$565,717
		COLA; not in chart of accts, added to salaries and wages	Place Holder	\$16,307	(2,890)	\$13,417
		Total Salaries and Wages		\$702,904	(123,770)	\$579,134
B.		Employment Taxes and Benefits, and Group Insurance				
		Employment Taxes and Benefits:				

	6011	Employer Payroll Taxes	7.65%	\$51,301	(6,997)	\$44,304
	6012	Employer Pension Plan Contribution	7.50%	\$42,895	(9,036)	\$33,859
	6013	Texas Workforce Commission Unemployment Taxes	0.10%	\$500	2,940	\$3,440
		Total Employment Taxes and Benefits		\$94,696	(13,093)	\$81,603
		Group Insurance:				
	6021	Group Health Insurance	TX Health Pool	\$82,940	7,410	\$90,350
	6022	Dental Insurance	TX Health Pool	\$4,200	500	\$4,700
	6023	Life Insurance	SunLife	\$8,150	(2,027)	\$6,123
	6024	Vision Insurance	TX Health Pool	\$780	(105)	\$675
		Estimated Healthcare Cost Increase		\$7,540	4,904	\$12,444
		Total Group Insurance		\$103,610	10,682	\$114,292
		Total Employment Taxes and Benefits, and Group Insurance		\$198,306	(2,411)	\$195,895
C.		Team Expenditures				
		General Management:				
	6102	Professional Development		\$25,000	0	\$25,000
	6406	General Management - Contracted Support		\$20,000	(20,000)	\$0
	6101	Noncontracted Support		\$5,000	0	\$5,000
	6423	District Database Project	LRE	\$50,000	(10,000)	\$40,000
	6426	GMA-10 Planning Cycle	Plum Creek	\$8,600	1,400	\$10,000
		Total General Management		\$108,600	(28,600)	\$80,000
		Aquifer Science:				
	6111	Hydrogeologic Characterization		\$3,000	0	\$3,000

	6112	Water Chemistry Studies		\$4,000	0	\$4,000
	6113	Monitor Well, Equipment and Supplies		\$20,000	0	\$20,000
	6424	Shared Territory Monitoring		\$2,500	0	\$2,500
		Antioch Repair and Maintenance		\$2,500	0	\$2,500
	6404	Aquifer Science - Contracted Support	J.Watson + W.Oliver	\$27,500	92,500	\$120,000
	5001	Trinity Stainable Yield (TSY)	J.Watson + W.Oliver	\$130,000	(80,000)	\$50,000
		Total Aquifer Science Group		\$189,500	12,500	\$202,000
		Regulatory Compliance:				
	6121	Projects and Services		\$5,000	0	\$5,000
	6122	Well Sampling and Services		\$2,000	0	\$2,000
	6123	Equipment and Supplies		\$7,000	0	\$7,000
	6405	Regulatory Compliance - Contracted Support		\$10,000	0	\$10,000
		Abandoned Well Program		\$15,000	0	\$15,000
		Total Regulatory Compliance Group		\$39,000	0	\$39,000
		Communications & Outreach:				
	6131	Printing & Outreach Material		\$3,500	0	\$3,500
	6132	Advertising & Public Relations		\$2,500	0	\$2,500
	6133	Equipment & Supplies		\$3,000	(500)	\$2,500
	6134	Scholarship Programs/Awards (General Support)		\$5,500	500	\$6,000
	6135	Programs & Events		\$6,500	13,500	\$20,000
	6136	Logo & Apparel		\$2,000	0	\$2,000
	6407	Communications Outreach - Contracted Support		\$6,000	0	\$6,000

		Total Communications Group		\$29,000	13,500	\$42,500
		Administrative Group:				
	6141	Additional Administrative Expenses		\$2,000	0	\$2,000
		Total Administrative Group		\$2,000	0	\$2,000
		Total Team Expenditures		\$368,100	(2,600)	\$365,500
D.		Director Expenses				
	6201	Directors' Compensation	9000/Dir. Legislative Cap	\$45,000	0	\$45,000
	6202	Director Payroll Taxes		\$3,500	0	\$3,500
	6203	Director Boarding Meeting Expenses		\$4,000	0	\$4,000
	6204	Director Travel & Meals		\$2,000	0	\$2,000
	6205	Directors Registration Fees			1,000	\$1,000
	6206	Directors Non-Travel Reimbursement/Expenses			1,000	\$1,000
		Total Director Expenses		\$54,500	2,000	\$56,500
E.		Operational Expenses				
	6211	Meeting Expense		\$1,500	0	\$1,500
	6212	Sponsorships	TAGD	\$2,500	11,000	\$13,500
	6213	Subscriptions / Publications		\$1,000	0	\$1,000
	6214	Board Advertising & Public Notices		\$3,000	0	\$3,000
	6221	Printing/Copying/Photo Processing		\$1,000	(500)	\$500
	6222	Postage/Freight/Shipping		\$500	500	\$1,000

	6223	Office Supplies		\$4,000	0	\$4,000
	6224	Canteen Supplies		\$2,500	(500)	\$2,000
	6225	Office Furniture		\$4,000	(1,000)	\$3,000
	6226	Payroll Processing Fee	Gusto	\$6,240	(2,040)	\$4,200
	6227	Accounting System Operation & Maintenance	QB	\$3,000	400	\$3,400
		Total		\$29,240	7,860	\$37,100
		Utilities:				
	6231	Electricity, Water & Trash Services	PEC/City of Austin/WM	\$13,600	(4,600)	\$9,000
	6232	Phone, Internet & Telemetry Services	TELCO/Spectrum	\$10,000	0	\$10,000
	6233	Phone Reimbursement	Paid via Payroll	\$4,800	0	\$4,800
		Utilities Total		\$28,400	(4,600)	\$23,800
		IT & Software:				
	6241	Computer Hardware/Plotter Supplies		\$24,000	(19,000)	\$5,000
	6242	Software Acquisition & Upgrades		\$15,000	0	\$15,000
	6243	IT Monthly Maintenance	Vintage IT	\$39,000	0	\$39,000
		Total for IT & Software		\$78,000	(19,000)	\$59,000
		Leases:				
	6251	Copier Lease & Maintenance		\$6,930	0	\$6,930
	6252	Postage Machine Lease	Pitney Bowes	\$1,100	0	\$1,100

		Total for Leases		\$8,030	0	\$8,030
		Maintenance:				
6261	Auto Maintenance & Fuel			\$3,000	1,000	\$4,000
6262	Office Complex Maintenance			\$10,000	0	\$10,000
6263	Facilities Repairs			\$12,000	0	\$12,000
		Total for Maintenance		\$25,000	1,000	\$26,000
		Dues & Memberships:				
6271	District Dues & Memberships			\$4,500	500	\$5,000
6272	Staff Dues & Memberships			\$1,000	0	\$1,000
		Total for Dues & Memberships		\$5,500	500	\$6,000
		District - Insurance:				
6281	Liability & Property (Pre-Paid)			\$8,000	1,000	\$9,000
6282	Insurance (not pre-paid - bonds)	Victor Insurance Services		\$500	1,500	\$2,000
6283	Workers Compensation Insurance	TML		\$2,700	0	\$2,700
		Total for District - Insurance		\$11,200	2,500	\$13,700
		Miscellaneous Expenses:				
6291	Credit Card Late Fee			\$0	0	\$0
6292	Credit Card Interest			\$0	0	\$0
6293	Bank Charges	Truist Bank		\$0	0	\$0
		Total for Miscellaneous Expenses		\$0	0	\$0
		Capital Expenses:				

		Real Estate		\$0	20,000	\$20,000
		Total for Capital Expenses		\$0	20,000	\$20,000
		Total Operational Expenses		\$185,370	8,260	\$193,630
F.		Legal & Professional Services:				
	6411	General Council	Sledge Law	\$80,000	27,000	\$107,000
	6412	Elections Redistricting (Legal)	TBD	\$5,000	(5,000)	\$0
	6402	HR Consulting	AAG	\$27,456	(7,456)	\$20,000
	6403	Payroll & Bookkeeping	AAG	\$34,320	(11,320)	\$23,000
	6408	Facilitated Team Building		\$10,000	(2,500)	\$7,500
	6421	Financial Annual Audit		\$14,000	0	\$14,000
	6429	County Elections	Travis, Hays, Caldwell	\$5,000	140,000	\$145,000
	6428	Standard Retirement Plan (Admin Fees)	The Standard	\$22,356	(5,284)	\$17,072
	6431	Other Legislation Services	Sledge Law	\$48,000	0	\$48,000
		Total for Legal & Professional Services		\$246,132	135,440	\$381,572
III. NON-CASH DISBURSEMENTS						
		Depreciation Expense		\$50,000	(50,000)	\$0
		Accrued Benefits Payable (Earned Vacation)		\$50,000	(15,125)	\$34,875
		Total Non-Cash Disbursements		\$100,000	(65,125)	\$34,875
IV. PROJECTED POSITION						
		Total District Expenditures		\$1,755,312	16,919	\$1,772,231

Total District Revenue	\$1,792,033	47,429	\$1,839,462
Current Net Gain / (Loss)	\$36,721	30,509	\$67,230

Item 6

Board Discussion and Possible Action

- b. Discussion and possible action related to the adoption of the FY 2027 Fee Schedule and annual water use fee for the City of Austin by Resolution #081326-01.

Barton Springs/Edwards Aquifer Conservation District

Fee Schedule: FY 276

Effective Date: September 1, 2026

I. PERMIT FEES AND PRODUCTION FEES

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

\$ 450 Exempt Application Fee – assessed for the drilling (new well or replacement well) or modification of an exempt well. These wells are exempt from having to obtain an authorization or permit but must comply with the application requirement and District Rule 5. Exempt Wells include: Scientific Monitor Wells, Remediation Wells, Injection Wells, Closed Loop Geothermal Wells, Dewatering Wells, and Oil and Gas Drilling and Exploration Wells. For Monitoring Wells and Closed Loops Geothermal Wells, multiple wells that are similar in well design, construction, location, and purpose will be assessed an additional \$10 fee for each monitoring well.

\$450 General Permit Application Fee – assessed for the drilling (new well or replacement well), modification, or production of all new limited production permit (LPP), monitor, and test wells subject to the general permits by rule outlined in District Rule 3-1.20. This fee includes construction inspections conducted by District staff (a non-refundable, one-time fee assessment).

- For monitoring wells, multiple wells that are similar in well design, construction, location, and purpose will be assessed an additional \$10 fee for each monitoring well.
- For test wells requiring additional aquifer pump tests, an additional \$50 fee will be assessed.
- For aquifer tests performed to support application requests, a fee will be assessed based upon an hourly rate of \$75 per hour for the amount of staff time needed in excess of 20 hours to support these tests. The applicant will be invoiced for this fee within 30 days upon the completion of the test.

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

- \$ 600 - Edwards production volume requests up to 2,000,000 gallons per year or Trinity Production volume requests up to 650,000 gallons per year.
- \$ 900 - Edwards production volume requests 2,000,001 to 12,000,000 gallons per year or Trinity production volume requests 650,001 to 2,000,000 gallons per year.
- \$ 1200 - Edwards production volume requests 12,000,001 to 40,000,000 gallons per year or Trinity production volume requests 2,000,001 to 40,000,000 gallons per year.
- \$ 3,000 - Production volume requests 400,000,001 to 500,000,000 gallons per year
- \$5,000 - Production volume request greater than 500,000,000 gallons per year

\$800 Transport Permit Application Fee – assessed to all new Transport Permit applications for existing or new nonexempt wells (a non-refundable fee assessment). This is in addition to production permit application fee, if applicable.

\$725 Drilling/ Modification Application Fee— assessed for the drilling (new well or replacement well) or modification of all nonexempt wells. This fee includes construction inspections conducted by District staff. This fee does not apply to general permits by rule outlined in District Rule 3-1.20.

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

- **\$125** – for the plugging of hand dug or shallow alluvial wells.
- **\$250** – for the plugging of drilled and cased wells that are not hand dug.

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

Minor Amendments

- **\$600 Production Permit Increase** - minor amendments to increase pumpage authorized by individual permits (a non-refundable fee assessment).
- **\$375 Substantial Alteration** - minor amendments to substantially alter a well (a non-refundable fee assessment).
- **\$85 All other minor amendments** - (a non-refundable fee assessment).

Major Amendments

- **\$850 Production Permit Increase** - major amendment to increase pumpage authorized by individual permits (a non-refundable fee assessment).
- **\$750 Well Modification** - major amendment to alter the physical or mechanical characteristics that increase capacity of an existing well (a non-refundable fee assessment).

C. Production Fees

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

\$0. ~~5147~~ per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a Trinity Production Permit.

\$0.51 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a new Class A, B, or C Conditional Permit or a Class A, B, or C Conditional Permit authorized by material amendment.

\$0.20 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a new Class D (ASR) Conditional Permit or a Class D Conditional Permit authorized by material amendment.

\$0.20 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or an aggregate of wells in the Saline Edwards Management Zone.

\$1 per acre-foot for Agricultural Wells for annual permitted pumpage for water to be withdrawn from a well or aggregate of wells (an acre-foot is 325,851 gallons).

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

D. Transport Fees

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

E. Annual Permit Fees

\$85 Annual Permit Fee - assessed to all permittees for renewing their first annual permits (a non-refundable fee assessment). If a permittee holds multiple permits, then subsequent permits will each be assessed a \$50 fee for annual renewal.

F. Excess Pumpage Base Fee

Permittees who exceed their annual permitted pumpage, and are deemed **not in violation**, shall be assessed an excess pumpage base fee for groundwater withdrawn in excess of the permitted volume in accordance with the following fee rates. Permittees who exceed their annual permitted pumpage, and are deemed **in violation**, may be assessed a penalty in accordance with District Rules 3-8.5 and 3.8.7 and the District's Enforcement Plan.

Excess amounts will be assessed at \$0.17 per 1,000 gallons for a Historical Edwards Permit, a Conditional Permit not authorized by material amendment, or a Temporary Production Permit, or at \$0.5148 per 1,000 gallons for new Conditional Permits and Conditional Permits authorized by material amendment, or at \$0.5137 per 1,000 gallons for a Historical Trinity Permit. .

G. Regulatory/Drought Management Fees

During periods of District-declared drought starting after one full month of a drought period, a regulatory drought management fee (DMF) will be imposed on individual permittees who exceed their monthly drought allocations (excludes all uses under general permits). This regulatory DMF will be invoiced and paid within the permittee's current billing cycle, in arrears as a condition of permit renewals at the beginning of each fiscal year. The fee will be assessed per full month of declared drought, with a credit of that same fee amount per month applied for each month that the permittee does not exceed its monthly mandated restriction in the prevailing UDCP. After a permittee has participated in a pre-enforcement meeting with District staff, the monthly drought regulatory fee will increase by 30% per month.

Fees will be assessed in accordance with the following schedule:

For production zone casing with outside diameters nominally 5.0 inches or less: *

\$150/month

- \$195/month – There will be 30% increase in the regulatory drought management fee for violations that occur after a permittee's participation in a pre-enforcement meeting.

For production zone casing with outside nominally between 5.0 inches and 10.0 inches: *

\$300/month

- \$390/month – There will be 30% increase in the regulatory drought management fee for violations that occur after a permittee's participation in a pre-enforcement meeting.

For production zone casing with outside diameters nominally greater than 10.0 inches: *

\$550/month

- \$715/month – There will be 30% increase in the regulatory drought management fee for violations that occur after a permittee's participation in a pre-enforcement meeting.

II. OTHER FEES

Meter Verification / Inspection Fee - \$60 to \$120

Assessed only when a permitted user fails inspection after being advised that meters must be installed or calibrated, or when a permittee fails to submit the required meter readings and District personnel must visit the well site or take the meter readings. The fee may be assessed as many times as permitted user fails to comply with Board Orders or District Rules to come into compliance. The fee will be assessed at \$60 for the first two instances of the permittee's reporting history beginning Sept 1, 2021. On the third instance the fee will permanently be increased to \$120 per instance for the life of the permit. (a non-refundable fee assessment). The \$120 fee may be reduced back down to \$60 after the permittee has demonstrated 12 consecutive months of timely meter reading submissions.

Special Fees

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

Tasks Warranting a Special Fee	Assessment of Fee
Staff technical review of Permit applications involving alternative well designs (i.e. acidization), well development procedures (i.e. multiple target production zone options), or well plugging/capping procedures including alternative Test Well designs in which a formal aquifer test will be conducted to support a future Production Permit request.	\$500 fee shall be assessed one time, and will be due 30 days upon the determination of administrative completeness of the application
Review of Permit applications requiring extensive external technical consulting services (e.g. contract review, well construction, engineering plans and specifications, hydrogeological modeling).	\$5,000 fee shall be due within 30 days upon the determination that external technical consulting services are needed. (Fee may be assessed in addition to other applicable Special Fees.)

Review of Permits with special provisions requiring ongoing, annual or periodic internal technical review or compliance evaluations.	A fee up to \$1,000 shall be recurring, assessed annually upon permit renewal based upon the nature and duration of the special permit provisions that are in effect.
Special inspections or investigations, or requests from local government or private entities.	A fee up to \$1,000 shall be assessed one time as determined by the General Manager.

Potential for Unreasonable Impact Fee

The District will assess a supplemental fee to address staff time needed to review a permit application found to have a potential for unreasonable impact(s). Per District Rules, this finding initiates additional application requirements, internal technical review, development of permit compliance measures, and/or development of special provisions. The fee will be based upon a staff time rate of \$75 per hour for the amount of time needed for the additional review determined by the General Manager's preliminary finding. This fee will be due at two times: half within 30 days upon the completion of the General Manager's preliminary finding, and half within 30 days upon administrative completeness.

Returned Check Fee - \$35

The District will assess the person writing the returned check a \$35 fee for each check returned by the District depository due to insufficient funds, account closed, signature missing, or any other problem causing such a return. This fee will be charged each time a check is returned. If bank charges to the District's account exceed \$35, the District shall assess the higher of the two amounts (a non-refundable fee assessment).

Accounting Fee - \$110 per hour

Anyone requesting that the District conduct any accounting, other than the routine accounting normally done by the District, shall be assessed an accounting fee of \$50 per hour of District staff time spent on the accounting. Accounting fees will not be assessed if District generated errors are found in the Permittee's account.

Variance Request Fees - \$400

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

Legal Notice Fees

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

III. FEE REFUNDS

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

Exempt Wells – Permit Actions	Application Fee
Register Existing Well/ Change of Ownership	\$0
Drill New Exempt Well/ Well Modification	\$450

Nonexempt Wells – Permit Actions	Application Fee
GP - Drill New Well (LPP) Limited Production Permit	\$450
GP - Drill New Test Well (includes one pump test)	\$450
GP - Conduct Pump Test	\$50
GP - Drill New Monitor Well	\$450
GP – Aquifer Tests	TBD upon completion of the test.
Individual Drilling Authorization – Drill New Well / Well Modification	\$725
Individual Production Permit – to produce from a well	\$600-\$5000
Transport Permit – to transport out of District	\$800
Production Volume Increase (Minor Amendment)	\$600
Production Volume Increase (Major Amendment)	\$850
Plug, Cap, Recomplete Abandoned Wells	\$125-\$250
Change of Ownership of Permitted Well	\$75
Special Fees	\$500-\$5000
Potential for Unreasonable Impact(s) Fee	TBD upon GM preliminary findings

Item 6

Board Discussion and Possible Action

c. Discussion and possible action on Drought Stage.

Item 6

Board Discussion and Possible Action

- d. Discussion and possible action on the Mopac South Expansion Resolution #081326-01.

Item 6

Board Discussion and Possible Action

- e. Discussion and possible action related to the performance and compliance of District permittees with their User Drought Contingency Plan curtailments.

Item 6

Board Discussion and Possible Action

f. Discussion and possible action related to adopting an Order Calling the November 3, 2026 Election; approving Joint Election and Election Services Agreements with Travis, and Hays counties; and ordering other matters incident and related to such election.

**ORDER CALLING ELECTION FOR NOVEMBER 3, 2026; MAKING PROVISIONS
FOR CONDUCTING THE ELECTION; AND ORDERING OTHER MATTERS
INCIDENT AND RELATED TO SUCH ELECTION**

WHEREAS, the Board of Directors (the “Board”) of the Barton Springs/Edwards Aquifer Conservation District (the “District” or “BSEACD”) has the authority to call a general election on November 3, 2026, (the “Election”) for the election of directors from the District precinct numbers two (2) and five (5); and

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

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

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

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

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

Section 1. Call of Election; Date; Eligible Electors; and Hours. A general election shall be held on Tuesday, November 3, 2026, which is seventy-eight (78) or more days from the date of the adoption of this order (the “Order”) within the District single member precinct numbers two (2) and five (5) for the election of Directors from precinct numbers two (2) and five (5) at which qualified electors of those precincts shall be entitled to vote for candidates for Director from their respective precincts. The Board hereby finds that holding the election on such date, a uniform election date, is in the public interest. The hours during which the polling places are to be open on election day shall be from 7:00 o’clock a.m. to 7:00 o’clock p.m.

Section 2. Conduct of Election, Joint Election Agreement, Contract for Election Services. The election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and of the United States of America. Hays County will utilize the Hart Intercivic Verity Duo and Scan voting system, and

Travis County will utilize the ES&S ExpressVote voting system, which have all been approved for use by the Texas Secretary of State, and are as described under Title 8 of the Texas Election Code.

Pursuant to Chapter 31 of the Texas Election Code, the Board orders that the Election be conducted under Contracts for Election Services with Hays and Travis Counties, which will be approved by the Board when available.

Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the Board is expressly authorizing this action. Pursuant to Chapter 271 of the Texas Election Code the Board hereby finds that this Election be conducted under the terms and conditions of one or more agreements to conduct joint elections, which will be approved by the Board when available.

Section 3. Voting Precincts; Polling Places; Election Judges, Alternates, Clerks and other Election Officials. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Travis and Hays County Election Precincts, that are wholly or partially within Director precinct numbers two (2) and five (5) and within the territorial boundaries of BSEACD, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for BSEACD's election precincts shall be the corresponding Travis and Hays Election Precinct Numbers of each precinct that is wholly or partially within the District.

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

The Board approves the appointment of persons designated by the Travis County Elections Officer and the Hays County Elections Officer to serve as election workers. Such proposed presiding judges, alternate judges and clerks shall meet the eligibility requirement of Chapter 32, Subchapter C of the Texas Election Code. The rate of pay for judges, alternates and clerks of the election shall be determined in accordance with the provisions of the Texas Election Code, as amended, and other applicable laws. The Board approves the appointment of persons designated by the Travis County Elections Officer and the Hays County Elections Officer to serve on the early voting ballot board, at the central counting station, or in any other capacity needed in order to conduct the election. Instruction for all election officers shall occur as provided in the Joint Election Agreements and/or Contracts for Election Services.

Section 4. Early Voting. The Board appoints Alyssa Garcia as the District's Regular Early Voting Clerk. If the District's Regular Early Voting Clerk receives any ballot applications, or ballots voted by mail from either Travis or Hays Counties, the Regular Early Voting Clerk shall

forward those ballot applications or ballots voted by mail to the respective Joint Early Voting Clerk from either Travis or Hays County as appropriate. Early voting for the election shall be conducted jointly with other Entities. The respective Election Officials for Hays and Travis Counties shall serve as the Joint Early Voting Clerks, and shall appoint any necessary early voting clerks to assist them.

Early Voting by Mail

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

County	Joint Early Voting Clerk
Hays	Hays County Elections Elections Administrator 712 South Stagecoach Trail, Ste. 1012 San Marcos, TX 78666-5999 elections@co.hays.tx.us BBM: ballotbymail@co.hays.tx.us Phone: (512) 393-7310 website: https://hayscountytexas.com/elections/
Travis	Travis County Clerk – Elections Division P.O. Box 149325 Austin, TX 78714-9325 elections@traviscountytexas.gov BBM: eBBM@traviscountytexas.gov Phone: (512) 238-8683 Website: https://elections.traviscountytexas.gov/current=election-information/

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

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

The period to apply for a ballot by mail is January 1, 2026, through October 23, 2026. The application must be received by October 23, 2026 (mere postmarking by the deadline is insufficient.)

Early Voting by Personal Appearance

Early voting by personal appearance shall be conducted in Hays and Travis Counties Monday, October 19, 2026, through Friday, October 30, 2026. The main voting locations are as follows:

Hays – Hays County Elections – 120 Stagecoach Trail, San Marcos, TX 78666-5268

Travis – Austin Permitting and Development, 6310 Wilhelmina Delco Dr., Austin, TX 78752

The branch locations and times for early voting will be as established by Hays and Travis Counties.

Section 5. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. In accordance with the requirements of the Texas Election Code, after the close of voting on Election Day, the presiding election judge for each respective election precinct or vote center shall deliver the ballot boxes and other materials for their respective precinct or vote center to the return center or central counting station, as applicable. The early voting ballot boards, at a time and in the manner permitted under the Texas Election Code, shall tabulate the early voting ballots and deliver the results to the central counting station or return center, as applicable. Further, the early voting ballot boards shall reconvene, as necessary, to make a determination in relation to provisional ballots as required by the Texas Election Code. The Election Officials for each County shall make a written return of the election results to the Board in accordance with the Election Code. The Board shall canvass the returns and declare the results of the elections.

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

Notwithstanding the foregoing, pursuant to Sections 31.096 and 271.010 of the Texas Election Code, the Board appoints the Travis County Clerk as the Joint Custodian of Records for that portion of the District election conducted in Travis County, the Hays County Elections Administrator as the Custodian for that portion of the District election conducted in Hays County, all for the sole purpose of preserving all voted ballots for each respective County securely in a locked room in the locked ballot boxes for the period of preservation required by the Election Code.

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

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

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

Section 8. Notice of Election Publication and Posting Requirements.

Publication of Notice of Election

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

Posting of Notice of Election

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

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

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

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

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

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

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

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

Section 14. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for at least three (3) business days preceding the scheduled time of the meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

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

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

[This section intentionally left blank.]

PASSED AND APPROVED this ____ day of _____, 2026.

**BARTON SPRING/EDWARDS
AQUIFER CONSERVATION DISTRICT**

President, Board of Directors

ATTEST:

Secretary, Board of Directors

[SEAL]

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services ("Contract")** is made and entered into by and between the **Elections Administrator of Hays County, Texas ("Contracting Officer")** and the **Barton Springs Edwards Aquifer Conservation District ("BSEACD")** pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the BSEACD. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
 - B. The Contracting Officer is hereby appointed to serve as the BSEACD's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the BSEACD located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
 - C. The BSEACD agrees to commit the funds necessary to pay for Election-related expenses for the BSEACD's Election.
 - D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of BSEACD's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The BSEACD agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:

A. Nomination of Presiding Judges and Alternate Judges. The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to BSEACD. The Contracting Officer shall provide the BSEACD with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.
- G. Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The BSEACD Secretary will ensure that Public Notice is also provided via published notice, on the BSEACD's website and on all BSEACD social media outlets.
- I. Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the BSEACD, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. Applications for Mail Ballots.** The BSEACD and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the BSEACD.

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

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the BSEACD. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 120 Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the BSEACD shall be promptly faxed to the Contracting Officer at (512) 878-6699 or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 120 Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the BSEACD and in accordance with the Texas Election Code.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the BSEACD and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables,

chairs and voting booths.

N. Election Night Reports. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the BSEACD via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

O. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. Canvass Material Preparation. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the BSEACD. These reports will serve as canvass materials for the BSEACD.

Q. Custodian of Election Records. The Election records will be submitted to the BSEACD except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable laws. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

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

S. Schedule for Performance of Services. The Contracting Officer shall perform all

Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

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

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

II. RESPONSIBILITIES OF THE BSEACD. The BSEACD shall perform the following responsibilities:

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

B. Map/Annexations. The BSEACD shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

C. Department of Justice Preclearance for Special Elections. If required by law, the BSEACD shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

D. Ballot Information. The BSEACD shall prepare the text for the BSEACD's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact way the candidates' name shall appear on the ballot. The BSEACD shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

E. Precinct Reports to the Texas Secretary of State. Based on information provided by the Contracting Officer, the BSEACD shall prepare, and file all required precinct reports with the Texas Secretary of State.

- F. Annual Voting Report.** The BSEACD shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

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

IV. PAYMENT

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

V. TERM AND TERMINATION

- A. Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year,

subject to the termination rights set forth herein.

- B. Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed.
2. The officers who conduct the official canvass of the Election returns.
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other non-transferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the BSEACD cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the BSEACD shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. If an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The BSEACD and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and regarding other elections being conducted by the Contracting Officer.
2. The BSEACD will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the Election will be borne by the BSEACD; the Contracting Officer will work with the BSEACD on cost management.

E. Amendment/Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the BSEACD may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the BSEACD or its authorized agent, respectively.

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

G. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague,

epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. Representatives. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the BSEACD designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

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

For the BSEACD:

Name: Alyssa Garcia
BSEACD Secretary - BSEACD
Address: 1124 Regal Row
Austin, Texas 78748
Tel: (512) 282-8441
Fax: _____
Email: agarcia@bseacd.org

Witness by my hand this _____ day of _____, 2026.

Contracting Officer:

Jennifer Doinoff, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____ 2026.

Local Political Subdivision:

Barton Springs Edwards Aquifer Conservation District

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

APPROVE AS TO FORM:

Signature

Printed Name

Title

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

This Joint Election Agreement ("Agreement") is entered into on August, ___, 2026, between the Barton Springs Edwards Aquifer Conservation District, (the "BSEACD") 1124 Regal Row, Austin, Texas 78748, and Hays County (the "County"), 120 Stagecoach Trail, San Marcos, Texas 78666, collectively referred to as the Parties.

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

Section 1. *Scope of Agreement.* The BSEACD enters into this Agreement for the conduct of the elections to be held from January 1, 2026, to December 31, 2026.

Section 2. *Appointment of Election Officer.* The BSEACD appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from January 2026 through December 2026.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the BSEACD agrees to designate the Hays County Election Administrator's Office, 120 Stagecoach Trail, San Marcos, Texas 78666 as the main early voting polling place for the BSEACD. Furthermore, the BSEACD agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The BSEACD and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the BSEACD.

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

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

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 120 Stagecoach Trail, San Marcos, Texas, and the USBs will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the BSEACD with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the BSEACD may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

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

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

The formula is as follows:

Example:

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

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

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

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on January 1, 2026, and end on December 31, 2026.

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

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

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

Hays County Elections Administrator
Hays County Elections Office
120 Stagecoach Trail
San Marcos, Texas 78666

BSEACD
Alyssa Garcia, Administrative
Coordinator
1124 Regal Row
Austin, Texas 78748

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

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

WITNESS OUR HANDS this _____ day of _____ 2026

Hays County Elections Administrator

Jennifer Doinoff
Elections Administrator

Attest:

Local Political Subdivision:

Barton Springs Edwards Aquifer Conservation District:

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

APPROVE AS TO FORM:

Signature

Printed Name

Title

JOINT ELECTION AGREEMENT FOR NOVEMBER 3, 2026 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 3, 2026. Each Participating Entity requires elections to be held on November 3, 2026, in those portions of the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 3, 2026, General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 3, 2026, (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County. This agreement also covers any General and Special Election runoffs, if necessary.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations as selected by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body, in accordance with Texas Election Code chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election classes to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for facilitating the appointment and operation of the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections. In elections that are not also countywide elections, the Participating Entity will be responsible to make the presiding judge and the alternate presiding judge appointment. The Participating Entity will be responsible for these appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.
10. The County will be responsible for facilitating the appointment and operation of the Signature Verification Committee, if needed. The early voting clerk will issue a written order creating the committee if the early voting clerk determines that a signature verification committee should be appointed or if the clerk receives a petition signed by at least 15 registered voters for the creation of the committee. The early voting clerk will determine the number of members on the committee, providing for a minimum of five (the committee chair and four members), and they will comprise the Signature Verification Committee. The Signature Verification Committee will meet

prior to election day to compare signatures on the applications for ballot by mail to the corresponding carrier envelopes and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. Not later than the fifth day after the date the early voting clerk issues the order calling for the appointment of a signature verification committee, or not later than October 15 for a committee required on the written request by at least 15 registered voters of the county in the general election for state and county officers, the Participating Entity will be responsible for appointing the members unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not appoint the members of the Committee by the above deadline, then the County will make those appointments.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the

respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in

the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, any number of ballot boxes required for each election site, as determined by the County, will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. Each Participating Entity shall keep their office open for election duties for at least 3 hours per day, during regular office hours, on regular business days beginning no later than the 50th day before the date of each general election or by the 3rd day after the date a special election is ordered and ending no earlier than the 40th day after election day.
3. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the

support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for coordinating the transport of voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. The Participating Entity will be responsible for all appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. If the Participating Entity desires to establish an early voting polling place, other than those sites the Election Officer has already selected, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid, as set forth in Exhibit B. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.
2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 3, 2026, election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

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

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado
County Clerk

Date: _____

SIGNATURE PAGE

Barton Springs Edwards Aquifer Conservation District
1124 Regal Row
Austin, Texas 78748

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

APPROVE AS TO FORM:

Signature

Printed Name

Title

**ELECTION AGREEMENT BETWEEN TRAVIS COUNTY
AND
Barton Springs Edwards Aquifer Conservation District**

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

Section 1. GENERAL PROVISIONS

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

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

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.

- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) Preparing, adopting, and publishing all required election orders, including orders for appointment of central counting station personnel, early voting ballot board personnel, and signature verification personnel in elections where needed, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local

campaign finance laws;

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

SECTION 4. ELECTION WORKERS AND POLLING PLACES

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

selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

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

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via email. The following email address will be used for email communications

to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated [Alyssa Garcia, Administrative Coordinator](#) as the Participating Entity's representative for sending and receiving email communications under Section 5, and the Participating Entity designates the following email address as the Participating Entity's email address for sending and receiving email communications pursuant to Section 5: agarcia@bseacd.org.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.

- (5) Each party may change its respective email addresses for email communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
- (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise

agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.

- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2026, through January 1, 2027, the Participating Entity shall pay (a) the sum of 5% of the cost of the electronic voting system equipment installed at a polling place and 5% for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.
- (C) If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid.

The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

SECTION 8. COMMUNICATIONS

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

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

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

Barton Springs Edwards Aquifer Conservation District
Alyssa Garcia
1124 Regal Row
Austin, Texas 78748

TRAVIS COUNTY

Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

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

- (C) Force Majeure. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (D) Venue and Choice of Law. The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin,

Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

- (E) Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- (F) Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- (G) Breach. In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.
- (H) Payments from Current Revenues. Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.
- (I) Other Instruments. The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (J) Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.
- (K) Joint Election Agreements. The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

- (L) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.
- (M) Addresses for Payments. Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:
- Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714
- [Barton Springs Edwards Aquifer Conservation District](#)
[1124 Regal Row](#)
[Austin, Texas 78748](#)
- (N) Effective Date. This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (O) Reference of Time. All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk’s Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (P) Signatures. The individuals below have been authorized to sign this Agreement.

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

[Signatures on following page]

Barton Springs Edwards Aquifer Conservation District

BY: _____

Name

Title

DATE: _____

ATTEST BY:

Name

Title

APPROVE AS TO FORM BY:

Name

Title

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

Item 6

Board Discussion and Possible Action

- g. Discussion and possible action related to Texas Land Application Permit No. WQ0016373001 for Hays Commons Development, Inc.

Item 6

Board Discussion and Possible Action

h. Discuss, consider, and possible action on reconsideration of Well Drilling Authorization Application submitted by William B. and Beverly Crenshaw.

Item 6

Board Discussion and Possible Action

- i. General Counsel's Report: The District's legal counsel will brief the Board on pertinent legal issues and developments impacting the District since the last Board meeting, and legal counsel's activities on behalf of the District, including without limitation waste injection well monitoring activities including any protests of injection well applications with the Railroad Commission of Texas or the Texas Commission on Environmental Quality (TCEQ), monitoring or protests of water rights, wastewater discharge, or other waste-related applications at the TCEQ that may impact groundwater resources in the District; District rules enforcement activities, possible amendments to the District rules and management plan, or implementation issues related to the rules or plan, the District rules or groundwater-related legislative activities, aquifer joint planning and DFC development activities, developments in groundwater case law and submission of legal briefs, contractual issues related to the District, open government, policy, personnel, and financial issues of the District, threatened or pending claims or litigation against the District, and other legal activities on behalf of the District – Brian Sledge, Legal Counsel, Sledge Law Group, PLLC

Item 7

Director Reports

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

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

Item 8

Adjournment