



**NOTICE OF MEETING OF THE
BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
BOARD OF DIRECTORS**

Thursday, August 8, 2024

5:00 PM

IN-PERSON

Notice is given that a **Regular Meeting** of the Board of Directors (Board) of the Barton Springs/Edwards Aquifer Conservation District will be held on **Thursday, August 8, 2024** commencing at **5:00 p.m.** at the **District office, located at 1124 Regal Row, Austin, Texas.**

This meeting will be 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 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 Donati), 418.18374 (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, and Specified Expenditures greater than \$5,000.
 - b. Approval of minutes of the Board’s June 11, 2024, Regular Meeting.

**4. General Manager’s Report. Discussion and possible action.
Topics**

- a. Review of key team activities/projects.
 - i. Trinity Sustainable Yield Study
 - ii. Administrative Program update
 - iii. Status of Legal Services RFQ
 - iv. District groundwater-dependent population
 - v. TX Public Information Act (PIA) requests
 - vi. Hays Trinity GCD news
 - vii. Permit renewals
- b. Aquifer status update.
- c. Upcoming events of possible interest.

5. Public Hearing

Public Hearing on the District’s FY 2025 Fee Schedule, and FY 2025 Proposed Budget.

6. Discussion and possible action.

- a. Discussion and possible action related to the approval of the FY 2025 Fee schedule by Resolution #080824-01.
- b. Discussion and possible action related to the approval of the FY 2025 Proposed Budget.
- c. Discussion and possible action related to an Agreed Order for initiation and resolving enforcement proceeding concerning Ruby Ranch Water Supply Corporation for failure to reduce pumping during District declared drought.
- d. Discussion and possible action related to the performance and compliance of District permittees with their User Drought Contingency Plan curtailments.
- e. Staff presentation on Trinity Sustainable Yield project: Phase 2 Trinity Aquifer Sustainability model development and policy implications.
- f. Discussion and possible action on selecting a Certified Public Accountant for the FY 24 audit.
- g. Discussion and possible action related to adopting an Order Calling the November 5, 2024 Election; approving Joint Election and Election Services Agreements with Travis, Hays, and Caldwell counties; and ordering other matters incident and related to such election.
- h. Discussion and possible action related to Legal Services Agreement Regarding Legislative Matters, with SledgeLaw Group PLLC.

6. 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.

7. Adjournment.

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

Item 1

Call to Order

Item 2

Citizen Communications

Item 3

Consent Agenda

- a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000.
- b. Approval of minutes of the Board's June 11, 2024, Regular Meeting.

Item 4

General Manager's Report Discussion and Possible Action Topics

Topics

- a. Review of key team activities/projects.
 - i. Trinity Sustainable Yield Study
 - ii. Administrative Program update
 - iii. Status of Legal Services RFQ
 - iv. District groundwater-dependent population
 - v. TX Public Information Act (PIA) requests
 - vi. Hays Trinity GCD news
 - vii. Permit renewals
- b. Aquifer status update.
- c. Upcoming events of possible interest.

Summary of Team Activities in August 2024

Aquifer Science Team

July Activities

- Barton Springs (BS) Multiport well data collection – prelim. analysis
- TWDB sampling (chemistry – isotopes).
- Quarterly monitor well visits.
- Courtesy well visits (Rolling Oaks).
- July Drought update.
- Trinity Sustainable Yield Planning and TAS Phase II project cont'd.

On Deck:

- Garisson water quality probe installation.
- Magellan sampling
- BS Multiport data collection cont'd – USGS & COA coop.
- Sierra West monitor well network prep.

Administration Team

- All administrative processes and procedures are being recreated in a new-online version of QuickBooks as we prepare for annual permit fees and production fees.
- Policies continues to be evaluated and improved upon.

Regulatory Compliance Team

August Activities:

- Staff continue to process new applications and assist permittees with drought compliance.
- Staff continues to work on ensuring compliance with all Agreed Orders.
- Staff will coordinate with driller of new Sierra West well to be onsite during drilling activities; and coordinating meeting with Rolling Oaks residents to discuss registration of exempt wells.
- Staff continues to work on 5-year UDCP update.
- 2025 Annual LPP Meter Reading collection.
- Staff continuing to work with LRE on completion of the database development.

On Deck:

- Staff will begin working with permittees with special permit conditions to ensure compliance of annual requirements.

Communications and Outreach Team

August Activities:

- Attend Groundwater Summit
- Participate in Barton Springs University with hands-on activity testing salinity of water. Will also join college portion of the event to engage with students on future career opportunities.
- Continue getting input from permittees about potential updates to District drought chart.

On Deck

- Coordinate fall Well Water Checkup.
- Begin planning Cave Fest along with Austin Water Wildland Conservation for February '25.

Status Report Update August 8, 2024 Board Meeting

Summary of Significant Activities – Prepared by Staff Leads

Upcoming Dates of Interest

- Texas Alliance of Groundwater Districts (TAGD) Summit – August 20-22, 2024, San Antonio, TX
- Barton Springs University – September 17, 2024, Austin, TX
- Texas Water Foundation Rainmaker Award Dinner – September 24, 2024, Austin, TX
- Hill Country Alliance Leadership Summit – September 26, 2024, Dripping Springs, TX
- Texas Water Conservation Association (TWCA) Fall Conference – October 23-25, San Antonio, TX
- National Groundwater Association, Groundwater Week – December 10-12, Las Vegas, NV
- Texas Water Development Board Water for Texas Conference – January 27-29, Austin, TX

DROUGHT MANAGEMENT

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

This July, the District received an average of 5.3 inches of rainfall, which is 3.2 inches above the historical monthly average of 2.1 inches. Through July 2024, there has been a 5-inch surplus in rainfall compared to the historic annual average up to this point.

On August 1, the 10-day average flow at Barton Springs is 39 cubic feet per second (cfs), maintaining flows inside the Stage II Alarm Drought status. The above-average July rainfall has sustained spring flow in the high 30s cfs, maintaining a holding pattern without much decline through the month.

As of August 1, the 10-day average water level at Lovelady stands at 466.8 feet above mean sea level (ft-msl), approximately 4 feet above the Stage III Critical Drought status. The above-average rainfall in July caused a slight increase in water levels but otherwise maintained a steady state, also preventing decline.

Water levels in the Upper Trinity experienced significant rises during late June rain events but have since maintained a steady state similar to Lovelady's due to the July rains. Meanwhile, the Middle Trinity has shown a more subdued holding pattern since late March, with only a subtle decline beginning in late April and continuing through July.

Jacob's Well Spring reported a high of 4 cfs during late July rains and have maintained flow above 1 cfs since July 25. Similarly, the Blanco River at Wimberley experienced two surges in late July, peaking at 40 cfs on July 23. As of August 1, flow is reporting between 8 and 10 cfs.

DISTRICT PROJECTS

GMA Joint Planning

➤ ***GMA 10 Coordination (Tim)***

The GMA 10 joint-planning group is working with Alyson McDonald of Collier Consulting. The fourth joint-planning process, culminating in February 2027 with the presentation of final explanatory reports, is estimated to cost \$110,081. The estimated cost to the District is \$24,000 over the next three to four fiscal years beginning with FY 2024. This cost, however, does not include costs for new model runs that are ultimately deemed necessary or desirable. A final draft ILA has been executed. The GMA 10 meeting that was scheduled for July 8, 2024 was cancelled and rescheduled for September 23rd. All meetings are hosted by the Edwards Aquifer Authority in San Antonio.

Trinity Aquifer Sustainable Yield Study & Planning

➤ ***Policy Concepts and Advisory Workgroup Planning (Tim, Jeff)***

LRE Water is making progress with the well-impact analysis (WIA) project and another update is expected by month's end. There has also been informal discussion with the LREW team about interest in extending the WIA project (or creating a next phase) to include designation of a new groundwater management zone along the western boundary of the District, particularly in the Shared Territory, but one that could reach to the Hays-Travis county line.

An RFP was shared with two consultants – INTERA and LRE Water for a new Lower Trinity Aquifer study and staff expects to review proposals in August.

Technical Evaluations (Jeff)

Aquifer Science staff continue to collect data on the geology and hydrogeology related to the Trinity Aquifers. We are continuing to collect and evaluate water level data from our network of Trinity monitoring wells. In February we published the final report of findings from our 2023 synoptic drought study. The study provided valuable data and insights on how the Trinity has responded to the current severe drought in different locations, which will be important for informing the Trinity Sustainable Yield project.

The first phase of work on the Trinity Aquifer Sustainability (TAS) model (previously called the "in-house model) has been completed. A comprehensive report with technical details of model construction has been published on the District website. An executive summary was also published summarizing key model findings for non-technical audiences, and is available for download in PDF format on the District website. The next phase of modeling will involve building a series of predictive models from the calibrated TAS model to provide quantitative estimates of impacts of various pumping scenarios on Trinity Aquifer water levels and spring flow. These predictive models will incorporate stakeholder input to identify key questions of interest for the model to answer. The District has procured the services of Dr. Bill Hutchinson, an experienced Texas groundwater modeler, to help guide staff in the next phase of TAS modeling. A project kickoff meeting was held with Dr. Hutchinson on May 19, 2024.

Habitat Conservation Plan (Staff)

- **Planning for Technical Tasks:** Aquifer Science staff are coordinating studies at Barton Springs with COA and USGS staff. These studies include measurement of dissolved oxygen (DO) and collecting other water chemistry and aquifer characteristics from a newly completed multiport monitoring well within the Barton Springs complex on May 24th. The data collected from this multiport well will offer valuable insights into the local flow system around Barton Springs and the vertical distribution of DO throughout the aquifer. This information will be crucial for guiding potential strategies to protect the endangered salamanders.

Database Management System – LRE Water (*Jacob, Tim*)

Staff met with the LRE Water database team to discuss Phase 2 status on July 18. The project is a little behind schedule but not in a worrisome way as there has been good progress in some aspects of the work. There is also a slight rearrangement of tasks being performed relative to the task list proposed last spring. Staff will continue to schedule check-in meetings with the LREW team at appropriate times. The cost associated with Phase 2 exceeds the amount budgeted for the database during the current fiscal year and thus, will require a budget amendment.

ILA Commitments (*Staff*)

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 December each year to discuss each organization's activities related to their respective HCPs. The next meeting will be held in December 2024.

Region K Planning Activities (*Tim, Kendall*)

The GM attended the last Region K meeting in Austin on July 10th, and will report out to the GMA 10 planning group at the next regularly scheduled meeting. The next Region K planning meeting is scheduled on October 16th.

New Maps, Publications, or Reports

A list of recent publications, including our new 2023 Drought Synoptic Study report, can be found at: <https://bseacd.org/scientific-reports/>

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

Rulemaking and Enforcement

The Enforcement Committee met on April 16, 2024 and made progress with recommendations for standardizing some aspects of the drought enforcement process. Proposed changes were finalized and sent back out to the committee on July 15, 2024 and pending agreement by both Board members, the matter will be brought before the Board at a future meeting.

Drought (Erin)

- Will continue working with permittees to ensure compliance per their Agreed Orders.
- Will continue monthly pumpage analysis to determine all permittee’s compliance status of drought curtailments.
- Will continue to assist permittees in ensuring they successfully comply with their UDCPs and Stage II drought curtailments for August.

Enforcement and Compliance Matters (Erin)

Compliance/Enforcement			
Permittee or Entity Name	Aquifer	Use Type	Notes
Aqua Texas – Bear Creek Park	Edwards	PWS	Agreed Order Executed.
Aqua Texas – Bliss Spillar (Edwards)	Edwards	PWS	Agreed Order Executed.
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 – 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 signed; technical requirements will be discussed at 8/8 meeting.

Permitting Activity (Erin, Jacob)

Upcoming					
Precinct	Application Type	Aquifer	Applicant Name	Use Type	Volume Request (GPY)
1 - Pickens	Plugging (2)	Edwards	Liberty Civil Construction	Abandoned	0 - Plugging
1 - Pickens	LPP	Upper Trinity	Pena, Estrella	Domestic	500,000

2- Stansberry	Production (Conditional Class A)	Edwards	TBD – Consultant is Atlas Design	Commercial	TBD
<i>In Review</i>					
<i>Precinct</i>	<i>Application Type</i>	<i>Aquifer</i>	<i>Applicant Name</i>	<i>Use Type</i>	<i>Volume Request (GPY)</i>
4 – Williams	Exempt	TBD	Yates, Ira	Domestic	7 GPM
4 – Williams	Exempt	TBD	Yates, Ira	Domestic Livestock	7 GPM
1 - Pickens	Volume Increase	Middle Trinity	Tindol Restaurant Group	Commercial	2.5 million?
1 - Pickens	LPP	Upper Trinity	Ayala, Armando	Domestic	250,000
1 - Pickens	Production	Middle Trinity	Driftwood Water Conservation, LLC (Whiskey Ridge)	Commercial	7,931,450
1-Pickens	Exempt	Middle Trinity	Chris & Chloe Hull	Domestic	7 GPM
<i>Recently Approved and/or Admin Complete</i>					
<i>Precinct</i>	<i>Application Type</i>	<i>Aquifer</i>	<i>Applicant Name</i>	<i>Use Type</i>	<i>Volume Request (GPY)</i>
1 – Pickens	WDA	Middle Trinity	Anthem 918, LLC	Irrigation	5.4 million
1 - Pickens	LPP	Middle Trinity	Martinez, Sergio	Domestic	500,000
1 - Pickens	LPP	Upper Trinity	Lee, Dowdy	Domestic	250,000
2-Stansberry	Plugging	Edwards	Kimley Horn	Abandon	0 – Plugging

AQUIFER STUDIES

(Jeff, Justin, and Tim)

Permitting Hydrogeologic Studies:

AS staff continues to work with Regulatory Compliance on permitting issues as they arise, including review geophysical logs of wells prior to final completion of the wells on an as-needed basis. In May 2024, AS staff worked with the Regulatory Compliance team to review an aquifer test plans for Sierra West PWS and Oak Meadows PWS. AS staff has also been assisting with ongoing issues with the RRWSC ASR permit.

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

- In May 2024 aquifer science staff completed installation of multiport equipment in the new Barton Springs monitoring well. Data collection from the new well has already begun. A report summarizing well drilling activities and preliminary data is planned to be published by the end of June 2024.
- AS staff assisted staff from the USGS and CoA WPD in developing a proposal for sampling the new Barton Springs multiport well for different water quality parameters. The project will be jointly funded by the USGS and City of Austin, with an in-kind contribution of staff time from BSEACD AS staff for field work.
- Coleman’s Canyon- continuing to collect water-level data from the multiport well every month to 6 weeks. Groundwater sampling of these two wells was performed in May and June as part of the TWDB summer sampling program.
- A synoptic water level study characterizing the Trinity Aquifer during severe drought conditions is underway. Data collection for this study was finished in September 2023, and a final report of study findings was published in February 2024.

Field Activities:

- 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. AS staff tested a new flow measurement instrument to measure Barton Springs flow on 10/2/23. Data from this instrument will be compared with flow measurements using the traditional method to determine if it can provide a more accurate flow measurement, especially during low-flow periods. A follow-up field visit occurred on 12/14/23 to collect another set of Barton Springs flow data with the new instrument.
- 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”.

- Downhole camera surveys and geophysical logging of the City of Austin monitor well borehole. Westbay equipment to be installed in April 2024.
- Texas Water Development Board annual water chemistry sampling.
- Magellan Pipeline annual sampling.

Trinity Aquifer Modeling Development:

- Trinity Aquifer Sustainability model (TAS): The first phase of modeling has been completed and a report has been published on the District website detailing specifics of model construction. Planning for the second phase of modeling is underway, and is set to begin in 2024. The District has procured the services of Dr. Bill Hutchison, an experienced Texas groundwater modeler, to guide the next phase of TAS modeling. A TAS Phase II model workplan is being developed in cooperation with Dr. Hutchison, outlining modifications to be made to the TAS model in order to ensure it is a reliable tool for forecasting.
- New TWDB Southern Trinity GAM model: In July 2023 staff participated in a kickoff meeting hosted by TWDB modeling staff for the Southern Trinity GAM model. This regional model will cover the BSEACD portion of the Trinity Aquifer. AS will be in regular contact with the TWDB modeling team to provide data and technical guidance on model construction.

COMMUNICATIONS AND OUTREACH

(Shay)

Drought Communications

Below are posts that were published on the District's website and across social media to keep community members informed about the ongoing drought.

- Travis County is out of drought. Why isn't the District? | bseacd.org
- [June Drought Update](#)
- July Drought Update

RFQ and Job Postings

Since the last board meeting, the District has several postings including two RFQs and one job posting. These posts can be seen below along with the various sites they were shared on.

1. Water Resource [Data Analyst](#)

- BSEACD website
- LinkedIn
- Idealist
- TWCA
- TAGD
- HCA
- Texas Water Foundation
- Josh's Water Jobs
- Facebook
- X
- Nextdoor
- Instagram

2. [RFQ for Audit Services](#)

- BSEACD website
- TWCA
- TAGD
- TXCPA

3. [RFQ for Legal Services](#)

- BSEACD website
- TWCA
- TAGD

Outreach

Well Water Checkup

The District hosted a Well Water Checkup this July. Well Owners could come and pick up a water sample kit between July 1-9. Water samples were returned on July 10. Joel Pigg, with the Texas A&M AgriLife Extension and Texas Well Owners Network, then came and did an educational program at the District Office on July 11. Below are participation numbers and the resulting averages from water sample results. The District plans on hosting another Well Water Checkup this fall.

- 38 kits were picked up
- 35 samples were returned
- 4 well owners attended Texas Well Owners Network's educational program
- 23 samples tested positive for coliform bacteria (26%)
- 1 tested positive for e. coli (2%)
- Average Nitrates = 1.4
- Average pH = 6.6
- Average TDS = 379.1

Website Updates

Public Information Request Form

- Created a [public information request form](#) to make it easier for the general public to obtain information. It can be found under the "Well Permits and Forms" tab and on the "Board Meeting Agendas" page.

Board Bios

- Bios shared were added to the website along with terms of each board member.

ADMINISTRATION

(Tim, Hannah, and Tina Cooper/AAG)

The District's Administrative team has made considerable progress with reconciling old transactions and generating more complete and accurate financial reports. Among the routine tasks of managing accounts receivable, payable, and payroll, a subset of the team has been focused on refining the FY 25 budget following a Budget Committee meeting held on July 23rd.

A FY 24 budget amendment will be presented to the Board for approval on September 12th. The team is also preparing to reorganize the District's chart of accounts for an effective date of September 1, 2024.

The team also met an annual obligation, per a 1999 Settlement Agreement, to alert the City of Austin by July 31st of their water-use fee (pending Board approval of the FY 25 budget) for FY 25.

Hannah Riggs, Office Manager, is also engaged in all aspects necessary to meet the District's November elections-related obligations.

The team was successful in renegotiating a new, and more favorable to the District, fee schedule with the Standard for the District's retirement plan benefit for employees. The new fee schedule will become effective October 1, 2024.

The District traded in its 2009 Subaru Forester, one of two District vehicles, on a new 2025 Subaru Forester Touring. Business was transacted with City Limits Subaru in Buda, Texas.

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

Public Hearing on the District's FY 2025 Fee Schedule, and FY 2025 Proposed Budget.

Item 6

Board Discussion and Possible Action

- a. Discussion and possible action related to the approval of the FY 2025 Fee schedule by Resolution #080824-01.

Barton Springs/Edwards Aquifer Conservation District

Fee Schedule: FY 25

Effective Date: September 1, 2023³⁴

I. PERMIT FEES AND PRODUCTION FEES

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

\$400-450 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.

\$400-450 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:

- \$ ~~5600~~ - Production volume requests less than 2,000,000 gallons per year
- \$ ~~75900~~ - Tier 1 production volume requests 2,000,001 to 12,000,000 gallons per year
- \$ ~~10200~~ - Tier 2 production volume requests 12,000,001 to 200,000,000 gallons per year
- \$ 3,000 - Tier 3(a) production volume requests 200,000,001 to 500,000,000 gallons per year
- \$5,000 - Tier 3(b) 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.

\$650-725 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

- **~~\$5600~~ Production Permit Increase** - minor amendments to increase pumpage authorized by individual permits (a non-refundable fee assessment).
- **~~\$3750~~ Substantial Alteration** - minor amendments to substantially alter a well (a non-refundable fee assessment).
- **~~\$785~~ All other minor amendments** - (a non-refundable fee assessment).

Major Amendments

- **~~\$750-850~~ Production Permit Increase** - major amendment to increase pumpage authorized by individual permits (a non-refundable fee assessment).
- **~~\$650750~~ 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. ~~327~~ 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.

\$0.48 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. ~~1720~~ 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. ~~1720~~ 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

\$785 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 \$0.48 per 1,000 gallons for new Conditional Permits and Conditional Permits authorized by material amendment, [or at \\$0.37 per 1,000 gallons for a Historical Trinity Permit.](#)

G. Regulatory/Drought Management Fees

During periods of District-declared drought starting after two full months of a drought period, a regulatory drought management fee (DMF) will be imposed on individual permittees permitted for more than 2,000,000 gallons annually and 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 - \$1150 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	\$4 500

Nonexempt Wells – Permit Actions	Application Fee
GP - Drill New Well (LPP) Limited Production Permit	\$4 500
GP - Drill New Test Well (includes one pump test)	\$4 500
GP - Conduct Pump Test	\$50
GP - Drill New Monitor Well	\$4 500
GP – Aquifer Tests	TBD upon completion of the test.
Individual Drilling Authorization – Drill New Well / Well Modification	\$7 2650
Individual Production Permit – to produce from a well	\$6 500 -\$5000
Transport Permit – to transport out of District	\$800
Production Volume Increase (Minor Amendment)	\$6 500
Production Volume Increase (Major Amendment)	\$8 750
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

- b. Discussion and possible action related to the approval of the FY 2025 Proposed Budget.

 Barton Springs Edwards Aquifer CONSERVATION DISTRICT		FY 2025 DRAFT / PROPOSED BUDGET		
Budgeted Permitted Pumpage 3,734,826,001 Gallons				
I. INCOME		2025 Draft Numbers	FY 2024 Approved 8.10.2023	FY 2025 DRAFT Preliminary
A.	Production Fees, and Water Use Fee:	GALLONS		
L	Actual Authorized Pumpage Revenue (17¢ per 1,000 gallons)	2,466,299,796	\$396,676	22,595
L	Actual Authorized Pumpage Revenue (37¢ per 1,000 gallons)	299,714,517	\$80,710	30,184
L	Actual Authorized Pumpage Revenue (48¢ per 1,000 gallons)	330,700,808	\$158,773	(37)
L	Actual Authorized Agriculture Pumpage Revenue (\$1.00/acre-foot)	<u>289,180,000</u>	\$887	(0)
L	Total Actual Authorized Pumpage/Production Fees	3,385,895,121	\$637,046	52,743
L	Growth @ 0% based on Total Actual Pumpage (@ 17¢/1,000 gallons)	0	\$13,884	(13,884)
L	Growth @ 3.5% based on Total Actual Pumpage (@ 37¢/1,000 gallons)	10,490,008	\$2,825	7
L	Growth @ 1% based on Total Actual Pumpage (@ 48¢/1,000 gallons)	3,307,008	\$5,557	(3,970)
L	Pending Permit Increases (@ 37¢ per 1,000 gallons)	225,442,500	\$64,403	19,011
L	Total Projected Permitting Revenue less Agriculture	3,335,954,637	\$722,828	53,907
L	Total Budgeted Permitted Pumpage with Agriculture	3,625,134,637	\$723,715	53,907
L	Water Use Fee - City of Austin Assessment		878,640	(27,972)
L			\$1,602,355	25,935
L	Pending New Permits (@ 37¢ and 48¢ per 1,000 gallons) and Growth Factors		-\$86,669	(2,214)
L	Water Transport Fees (\$0.31/1,000 gallons)	400,000,000 gallons	\$124,000	0
L	Total Production Fees, and Water Use Fee		\$1,639,686	23,721
B.	Other Fees:			
	Annual Permit Fees	\$75/permit	\$8,925	2,475
L	Shared Territory Monitoring (Special Provisions)		\$2,500	0
L	Administrative Fees - Permit Application and Development		\$9,800	0
	Total Other Fees		\$21,225	2,475
C.	Other Income:			
L	Interest Income	TexPool General	\$40,000	44,000
L	Total Other Income		\$40,000	44,000
	TOTAL PROJECTED INCOME		\$1,700,911	70,196
				\$1,771,107

II. EXPENDITURES					
A.	Operational Expenses				
C	Electricity, Water & Trash Services		\$6,000	7,560	\$13,560
C	Phone & Internet Services	TELCO/Spectrum	\$16,000	(4,000)	\$12,000
C	Printing/Copying/Photo Processing		\$2,000	0	\$2,000
C	Postage / Freight / Shipping		\$2,000	0	\$2,000
L	Office Supplies		\$6,000	(1,000)	\$5,000
L	Canteen Supplies				\$3,000
L	Office Furniture		\$5,000	0	\$5,000
L	Computer Hardware/Supplies /AV Equipment	Non-Capital	\$10,000	0	\$10,000
L	Additional IT Hardware needs		\$15,000	3,000	\$18,000
L	Computer Software Maintenance/Upgrades		\$6,000	0	\$6,000
L	Information Technology Monthly Maintenance		\$30,000	7,000	\$37,000
L	Board Meetings & Supplies		\$4,500	0	\$4,500
L	Directors Conferences / Travel		\$2,500	0	\$2,500
L	Internal Team Building				\$1,500
L	Board Advertising & Public Notices		\$4,000		\$3,000
L	Subscriptions / Publications		\$5,000	(1,000)	\$4,000
L	Dues and Memberships (Organizational/Staff Professional)		\$6,100	(1,100)	\$5,000
L	Sponsorships	TAGD/SBCA	\$5,000	(1,000)	\$4,000
L	Advertising for DFC		\$4,000	(4,000)	\$0
	Accounting System Operation and Maintenance	QuickBooks/Gusto	\$7,500	(3,500)	\$4,000
	Insurance (Auto, Liability, Property, E&O, Public Bonds)		\$7,047	953	\$8,000
	Upgrades, and Repair and Maintenance:				
L	Fleet Maintenance / Fleet Repair		\$5,500	(1,500)	\$4,000
L	Office Complex Maintenance / Lawn & Tree Service / Alarm Maintenance		\$11,000	(5,000)	\$6,000
L	Facilities General Repair & Annual Services		\$7,000	8,000	\$15,000
	Leases:				
	Postage Meter Lease		\$1,150	(50)	\$1,100

	Copier Lease and Maintenance		\$8,500	0	\$8,500
	Total Operational Expenses		\$176,797	7,863	\$184,660
B.	Salaries and Wages				
	Staff Salaries and Wages		\$751,339	(98,300)	\$653,039
L	Incentive-type Pay 2023, COLA 2024		\$22,400	(9,755)	\$12,645
C	Directors' Fees of Office	9000/Dir. Legislative Cap	\$25,000	20,000	\$45,000
C	Phone Reimbursement				\$4,800
	Total Salaries and Wages		\$798,739	(83,255)	\$715,484
C.	Employment Taxes and Benefits, and Group Insurance				
	Employment Taxes and Benefits:				
	Employer Payroll Taxes	7.65%	\$59,390	(4,655)	\$54,735
	Texas Workforce Commission Unemployment Taxes	0.10%	\$2,358	0	\$2,358
	Workers Compensation Insurance	TML	\$2,301	7,199	\$9,500
	Employee/Employer Pension Plan Contribution	7.50%	\$48,500	(6,500)	\$42,000
	Total Employment Taxes and Benefits		\$112,549	(3,956)	\$108,593
	Group Insurance:				
C	Group Health Insurance (Employee-only)	UHC	\$95,000	(23,974)	\$71,026
C	Dental Insurance (Employee-only)	SunLife	\$5,400	(872)	\$4,528
C	Life Insurance (Employee-only)	SunLife	\$9,250	(1,165)	\$8,085
C	Vision Insurance (Employee-only)	SunLife	\$1,000	(220)	\$780
C	GAP Insurance	Loomis	\$8,000	0	\$8,000
C	Estimated Healthcare Cost Increase		\$16,000	(6,000)	\$10,000
	Total Group Insurance		\$134,650	(32,230)	\$102,420
	Total Employment Taxes and Benefits, and Group Insurance		\$247,199	(36,186)	\$211,013
D.	Professional Services				
L	Auditor (Annual)	Montemayor in FY23	14,950	0	14,950
L	Retirement Plan Administration Fees	The Standard	35,200	(12,844)	22,356
L	Database		36,000	14,000	50,000
L	Legal - General Services, and Special Services		85,000	(5,000)	80,000
L	Legislative Support	SledgeLaw	12,000	36,000	48,000
L	GMA-10 Planning Cycle		7,500	1,100	8,600
L	Shared Territory (Special Provisions)		2,500	0	2,500
L	Election	Travis, Hays, Caldwell	15,000	0	15,000
	Total Professional Services		\$208,150	33,256	\$241,406
E.	Team Expenditures				
	Aquifer Science Team:				

L	Hydrogeologic Characterization		\$3,000	0	\$3,000
L	Water Chemistry Studies		\$4,000	0	\$4,000
L	Monitor Well, Equipment and Supplies		\$8,000	9,000	\$17,000
L	Total Aquifer Science Team		\$15,000	9,000	\$24,000
	Communications Team:				
	Communications and Outreach		\$3,000	3,000	\$6,000
	Programs/Events		\$5,800	200	\$6,000
	Scholarship Programs/Awards (General Support)		\$7,500	(1,500)	\$6,000
	Equipment, Supplies, and work apparel		\$4,000	2,400	\$6,400
	Total Communications Team		\$20,300	4,100	\$24,400
	Regulatory Compliance Team:				
	Projects and Services		\$5,000	0	\$5,000
	Equipment and Supplies		\$2,500	500	\$3,000
	Total Regulatory Compliance Team		\$7,500	500	\$8,000
	General Management:				
L/C	Professional Development		\$25,000		\$25,000
L/C	Noncontracted Support		\$5,000	0	\$5,000
L/C	Total General Management		\$30,000	0	\$30,000
	Administrative Team:				
C/L	Additional Administrative Expenses		\$20,000	(17,000)	\$3,000
C/L	Total Administrative Team		\$20,000	(17,000)	\$3,000
	Contracted Support - All Teams:				
C/L	Administrative				
C/L	- HR Consulting				\$54,340
C/L	- Payroll and Bookkeeping				\$32,890
L	Aquifer Science		\$26,750	750	\$27,500
L	Regulatory Compliance		\$3,000	7,000	\$10,000
L	General Management		\$20,000	0	\$20,000
L	Policy and Project Management		\$65,000	65,000	\$130,000
L	Communications and Outreach		\$16,000	(10,000)	\$6,000
L	Facilitated Team Building				\$20,000
L	Total Contracted Support - All Teams		\$130,750	169,980	\$300,730
	Total Team Expenditures		\$223,550	166,580	\$390,130
F.	Project Expenses				

F-1	Sustainability Studies:		\$12,000	(12,000)	\$0
	Total Sustainability Studies		\$12,000	(12,000)	\$0
F-2	HCP ILA Commitments:				
L	Abandoned Well Program		\$0	15,000	\$15,000
L	Antioch Repair and Maintenance.		\$2,500	0	\$2,500
L	Total HCP ILA Commitments Expense		\$2,500	15,000	\$17,500
	Total Projects Expense		\$14,500	3,000	\$17,500
G.	CAPITAL EXPENSE				
L	District Vehicle		\$40,000	(40,000)	\$0
L	Total Capital Expense				\$0
	TOTAL PROJECTED EXPENSES		\$1,668,935	91,258	\$1,760,193
III.	NON-CASH DISBURSEMENTS				
	Depreciation Expense		\$50,000	0	\$50,000
	Accrued Benefits Payable (Earned Vacation and Nonexempt Comp)		\$50,000	0	\$50,000
	Total Non-Cash Disbursements		\$100,000	0	\$100,000
IV.	PROJECTED POSITION				
	Total District Expenditures		\$1,668,935	91,258	\$1,760,193
	Total District Revenue		\$1,700,911	70,196	\$1,771,107
	Current Net Gain / (Loss)		\$31,976	(21,061)	\$10,915
V.	TRANSFERS				
	Transfer In (from Aquifer Protection Reserve - TexPool General)		\$65,500	(50,500)	15,000
	Transfer Out (from TexPool General to Contingency Reserve Fund)		(\$135,000)	109,100	(\$25,900)
	Transfer In for Database (from TexPool General)		\$39,875	(39,875)	0
	Total Transfers		(\$29,625)	18,725	(\$10,900)
	Adjusted Net Gain (Loss)		\$2,351	(2,336)	\$15
	Contingency Reserve Fund		\$505,329	156,432	\$661,761

Item 6

Board Discussion and Possible Action

- c. Discussion and possible action related to an Agreed Order for initiation and resolving enforcement proceeding concerning Ruby Ranch Water Supply Corporation for failure to reduce pumping during District declared drought.

RUBY RANCH WATER SUPPLY CORPORATION

P.O. Box 1585
Buda, Texas 78610

July 15, 2024

Timothy T Loftus, Ph. D.
General Manager
Barton Springs Edwards Aquifer
1124 Regal Row
Austin, Texas 78748

Dr. Loftus,

Ruby Ranch Water Supply (RRWSC) has taken several steps to reduce water usage and will continue to do everything we can to stay within our drought permit allocation. RRWSC has reduced line flushing to a minimum, requested the Fire Department not flush fire hydrants during a drought, talked to our attorney about issuing fines or installing flow restrictors for excess usage, hired a company to check all of our water lines for leaks even though we currently have a very low water loss rate, put our ASR project on hold, and started a newsletter to better educate and communicate with our customers. We plan to send 4 more newsletters out in the next several weeks based on the templates from the district Buda meeting in May.

We have also significantly raised our water rates with a rate scale that gets increasingly higher in a drought and as usage goes up. Our rates range from \$5.00 per thousand gallons in a non-drought to \$40.00 per thousand gallons during an Alarm drought, and \$60.00 per thousand gallons during an emergency drought.

We are considering replacing our approximately 250 standard meters with AMI meters. If we do convert to smart meters, we will implement an extensive education campaign for our customers to show how this technology can help them be more aware of water usage, detect water leaks, and take early actions to reduce consumption. RRWSC board has estimates that this will cost about \$150,000. We would ask that the BSEACD board approve this expense in lieu of existing and possible future fines to RRWSC for over pumping as allowed in section 4.3 Penalty Adjustments in the district's Enforcement Plan rules.

RRWSC is also in the process of creating a rebate program for installation of water wise commodes, low flow shower heads, and other water reducing devices. Our board has voted to start this effort with \$5,000 and would ask the district to consider participating in this water saving program. We are in the process of developing rules for this program and will share with you and ask for your comments soon.

Attachments

Sincerely,

A handwritten signature in black ink that reads "Chris Whittenhall". The signature is written in a cursive style and is followed by a horizontal line that extends to the right.

Chris Whittenhall
President, Ruby Ranch Water Board

Ruby Ranch Water Supply Corporation Water Saving Devices Rebate Program

Program Overview:

Ruby Ranch Water Supply Corporation is excited to announce our Water Saving Devices Rebate Program, aimed at encouraging residents to adopt water-efficient practices. This program offers financial incentives for installing approved water-saving devices in your home. The program will run from September 1, 2024 until November 30, 2024 or until all of the allocated money runs out. By participating, you can help conserve water, reduce your utility bills, and support a sustainable community.

Eligible Devices:

Participants can receive rebates for the installation of the following water-saving devices:

1. **High-Efficiency Toilets (HETs):**
 - Must use 1.28 gallons per flush or less.
 - Eligible for a rebate of up to \$100 per toilet.
2. **Low-Flow Showerheads:**
 - Must have a flow rate of 2.0 gallons per minute (GPM) or less.
 - Eligible for a rebate of up to \$20 per showerhead.
3. **Faucet Aerators:**
 - Must have a flow rate of 1.5 GPM or less.
 - Eligible for a rebate of up to \$10 per aerator.

Rebate Details:

- The maximum rebate per household is \$175.
- Water-saving devices must be purchased and installed between 9-1-2024 and 11-30-2024.
- Rebates will be provided in the form of a credit on your monthly water bill.

Eligibility Requirements:

To qualify for the rebate program, participants must:

- Be a residential customer of Ruby Ranch Water Supply Corporation.
- Install new, approved water-saving devices (used or refurbished devices are not eligible).
- Submit a completed rebate application along with proof of purchase (receipts) and installation (photos).
- Applications must be submitted between 9-1-2024 and 11-30-2024.

Application Process:

1. **Purchase and Install:**
 - Buy and install or have installed, approved water-saving devices from any retailer.
2. **Complete the Application:**
 - Fill out the rebate application form available on our website or at the Ruby Ranch Water Supply Corporation office.
3. **Submit Documentation:**
 - Provide copies of purchase receipts and photos of installed devices.

- Submit all documentation by mail, email, or in person at the Ruby Ranch Water Supply Corporation office.
4. **Rebate Approval:**
- Applications will be reviewed within 4-6 weeks of submission.
 - Approved rebates will be credited to your monthly water bill.

Program Administration:

This rebate program is administered by Professional General Management Services (PGMS) on behalf of Ruby Ranch Water Supply Corporation.

Program Benefits:

- **Financial Savings:**
 - Reduce your water bills by installing efficient devices.
 - Receive rebates to help offset the initial cost of these devices.
- **Environmental Impact:**
 - Conserve water resources and reduce the strain on our water supply.
 - Promote sustainable water use in the community.

Contact Information:

For more information about the Water Saving Devices Rebate Program, please contact PGMS:

- **Phone:** (512) 894-3322
- **Email:** custsvcl@pgms.net
- **Website:** <https://pgms.net/>
- **Office Address:** 26550 Ranch Road 12, Suite 1, Dripping Springs, TX 78620-4903

Join us in our efforts to conserve water and build a sustainable future. Apply for the Water Saving Devices Rebate Program today!

Ruby Ranch Water Supply Corporation Water Saving Devices Rebate Program Application

Applicant Information:

- **Name:** _____
- **Account Number:** _____
- **Address:** _____

-
- **Phone:** _____
 - **Email:** _____

Device Information:

Please provide details for each water-saving device installed. Attach additional sheets if necessary.

1. **Device Type:** High-Efficiency Toilet Low-Flow Showerhead Faucet Aerator
 - **Brand/Model:** _____
 - **Date Purchased:** _____
 - **Date Installed:** _____
 - **Rebate Amount:** _____
2. **Device Type:** High-Efficiency Toilet Low-Flow Showerhead Faucet Aerator
 - **Brand/Model:** _____
 - **Date Purchased:** _____
 - **Date Installed:** _____
 - **Rebate Amount:** _____
3. **Device Type:** High-Efficiency Toilet Low-Flow Showerhead Faucet Aerator
 - **Brand/Model:** _____
 - **Date Purchased:** _____
 - **Date Installed:** _____
 - **Rebate Amount:** _____

Required Documentation:

- Copies of purchase receipts
- Photos of installed devices

Agreement:

By signing below, I certify that the information provided is accurate and complete. I understand that the rebate is subject to approval and that Ruby Ranch Water Supply Corporation reserves the right to verify installations. I agree to allow a representative of Ruby Ranch Water Supply Corporation to inspect the installed devices if necessary.

- **Signature:** _____

- **Date:** _____

Submission:

Please submit this application along with the required documentation by mail, email, to PGMS:.

- **Mailing Address:** 26550 Ranch Road 12, Suite 1, Dripping Springs, TX 78620-4903
- **Email:** custsvcl@pgms.net

For Office Use Only:

- **Date Received:** _____
- **Application Number:** _____
- **Approval Status:** Approved Denied
- **Rebate Amount Approved:** _____
- **Reviewed By:** _____

For more information, please contact us at (555) 123-4567 or rebates@rubyranchwater.com. Thank you for participating in our Water Saving Devices Rebate Program!

DRAFT

Effective December 2019

Gallons	Per 1,000	Penalty Surcharge	Penalty Surcharge	Penalty Surcharge	Penalty Surcharge
Base Rate incl 2,000	42.00	Alarm	Critical	Exceptional	Emergency Res
2,001 to 10,000	3.00			2	5
10,001 to 15,000	3.50		2	5	10
15,001 to 20,000	4.00	2	5	10	15
20,001 to 30,000	4.50	5	10	15	20
30,001 to 50,000	5.00	10	15	20	25
50,001 to 100,000	6.00	15	20	25	30
100,001 and up	10.00	20	25	30	35

**Ruby Ranch Water Supply Corporation
Water Rates
Effective June 2024**

Base Rate 45.00
Rate per 1,000 gallons

Gallons	No	Alarm	Critical	Exceptional	Emergency Res
Base Rate incl 2,000	Drought	Drought	Drought	Drought	Drought
2,001 to 10,000	5.00	6.00	8.00	10.00	15.00
10,001 to 15,000	8.00	10.00	15.00	20.00	25.00
15,000 to 20,000	10.00	15.00	20.00	30.00	40.00
20,001 to 30,000	15.00	20.00	25.00	35.00	45.00
30,001 to 50,000	20.00	25.00	35.00	40.00	50.00
50,001 to 100,000	25.00	30.00	40.00	45.00	55.00
100,000 up	30.00	40.00	45.00	50.00	60.00

**IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING RUBY RANCH
WATER SUPPLY CORPORATION**

§
§
§
§
§

**BEFORE THE BARTON
SPRINGS/EDWARDS
AQUIFER
CONSERVATION
DISTRICT**

AGREED ORDER

**I.
JURISDICTION AND STIPULATIONS**

The Board of Directors (“Board”) of the Barton Springs/Edwards Aquifer Conservation District (“District”) has considered this agreement of the parties resolving an enforcement action regarding the Ruby Ranch Water Supply Corporation under the authority of Texas Water Code Ch. 36. The General Manager of the District and Ruby Ranch Water Supply Corporation appear before the Board and together stipulate that:

1. Ruby Ranch Water Supply Corporation owns and operates the wells located off Ruby Ranch Road at Lat: 30.0621° Long: -97.92007° and Lat: 30.05853° Long: -97.92112°
2. Ruby Ranch Water Supply Corporation utilizes water supplied by public water supply wells permitted by the District as Commercial Wells.
3. Ruby Ranch Water Supply Corporation’s Historical and Class B Edwards permit issued by the District includes standard Permit Conditions and Requirements in accordance with District Rule 3-1.11.
4. The District and Ruby Ranch Water Supply Corporation agree that the District has jurisdiction to enter into this Agreed Order and that Ruby Ranch Water Supply Corporation is subject to the District’s jurisdiction.
5. Ruby Ranch Water Supply Corporation received notice of the violations alleged in Section II on or about December 14, 2023.

6. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by Ruby Ranch Water Supply Corporation of any violation alleged in Section II, nor of any statute or rule.
7. A penalty in the amount of \$39,600 is assessed by the District for the violations alleged in Section II. A penalty amount of \$30,100 is deferred contingent upon Ruby Ranch's timely and satisfactory compliance with all the terms of this Agreed Order. The balance of the penalty, \$9,500, is due within 30 days. The penalty is partially deferred to reach an early resolution, promote compliance with the technical requirements of this Agreed Order, and to establish an agreed process and penalty determination for failure by Ruby Ranch Water Supply Corporation to reduce pumpage in accordance with monthly pumpage limits beginning March 1, 2024 under its User Drought Contingency Plan ("UDCP"). The deferred amount of \$30,100 will be waived upon full compliance with the terms of this Agreed Order. If Ruby Ranch Water Supply Corporation fails to timely and satisfactorily comply with all requirements of this Agreed Order, Ruby Ranch Water Supply Corporation must pay the deferred penalty.
8. Any notice and procedure that might otherwise be authorized or required in this action are waived in the interest of a timelier resolution of the matter.
9. The General Manager of the District and Ruby Ranch Water Supply Corporation have agreed on a settlement of the matters alleged in this enforcement action, subject to approval of the Board.
10. The General Manager may, without further notice or hearing, seek further enforcement proceedings in a court of competent jurisdiction if the General

Manager determines that Ruby Ranch Water Supply Corporation has not complied with one or more of the terms or conditions of this Agreed Order.

11. This Agreed Order shall terminate five years from its Effective Date or upon compliance with all of the terms and conditions set forth in this Agreed Order, whichever occurs sooner.
12. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.
13. Notice to Ruby Ranch Water Supply Corporation required under this Agreed Order shall be made as follows:

Thomas Doebner
PO Box 1585
Buda, TX 78610
O: (512) 894-3322
Email: tdoebner@msn.com

II. **ALLEGATIONS**

As a permittee of the District, Ruby Ranch Water Supply Corporation is alleged to have violated District Rule §3-7.6 for failure to reduce pumpage during District-declared drought in accordance with monthly pumpage limits of the UDCP as required by District Rule §3-7.6(A)(1) for the months of November 2023 - February 2024.

III. **DENIALS**

Ruby Ranch Water Supply Corporation generally denies each allegation in Section II.

IV.

ORDERING PROVISIONS

The Board orders the following:

1. A penalty of \$9,500 is assessed and due within 30 days. A deferred penalty amount of \$30,100 is contingent upon Ruby Ranch Water Supply Corporation's timely and satisfactory compliance with all the terms of this Agreed Order.
2. The deferred amount will be waived upon full compliance with the terms of this Agreed Order.
3. Ruby Ranch Water Supply Corporation must pay the deferred penalty of \$30,100 if Ruby Ranch Water Supply Corporation violates the terms of this Agreed Order. Payment must be made within 30 days of notification of noncompliance by the General Manager.
4. The payment of any penalty and Ruby Ranch Water Supply Corporation's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The District shall not be constrained in any manner from requiring corrective action or penalties for violations that are not raised here.
5. Penalty payments, if any, shall be made payable to Barton Springs/Edwards Aquifer Conservation District and shall be sent with notation "Ruby Ranch Water Supply Corporation's Agreed Enforcement" to:

Barton Springs/Edwards Aquifer Conservation District
ATTN: General Manager
1124 Regal Row
Austin, TX 78748

6. Penalties for Ruby Ranch Water Supply Corporation's failure to reduce pumpage during District declared drought beginning March 1, 2024 will be determined as follows:
 - a. Ruby Ranch Water Supply Corporation will report monthly pumpage to the District as required by its permit and District Rules.
 - b. District staff will calculate an average daily usage by dividing the monthly total pumpage by the number of days in the month.
 - c. The average daily usage will be summed until the total equals Ruby Ranch Water Supply Corporation's monthly target (i.e., drought curtailed) for that month under its UDCP (referred to as "First Day of Exceedance").
 - d. Each day that the average daily usage exceeds the target monthly pumpage on the First Day of Exceedance constitutes a separate daily violation.
 - e. Daily penalties will be \$400.00 per day for overpumpage during Alarm Stage Drought and \$800.00 per day for overpumpage during Critical Stage and Exceptional Drought.
 - f. The product of the number of days of overpumpage multiplied by the appropriate daily penalty amount constitutes the total monthly penalty.
 - g. The District staff will provide notice of the total monthly penalty, if any, for every full month after the Effective Date within 30 days of the receipt of Ruby Ranch Water Supply Corporation's monthly pumpage. The District staff will provide notice of the total monthly penalty, if any, for the months beginning March 1, 2024 and ending with the first full month of the month of the Effective Date within thirty days of the Effective Date. For example,

III Critical drought or worse (i.e., Stage IV Exceptional or Stage V Emergency drought). Watering by hand or with a hand-held hose with a shut off valve will be allowed as needed.

- b) Within 60 days of the Effective Date, Ruby Ranch Water Supply Corporation shall provide documentation of water conservation messaging/communication with its ratepayers and an accompanying explanation for how the messaging/communication is being implemented (e.g., delivery mechanism, frequency of delivery, etc.) and how it informs end users to meet conservation goals.
- c) Within 60 days of the effective date of this Order, Ruby Ranch Water Supply Corporation shall combine and amend its User Drought Contingency Plan (UDCP) documentation in all its District-issued permits modifying language to prescribe modified excessive monthly consumption use numbers outlined within the “Utilities Initiated Penalties or Consequences” section of the UDCP for each drought stage and update the outdoor irrigation allowance schedule to reflect the lack of water availability during the various stages of drought.
- d) After May 1st, 2026, Ruby Ranch Water Supply Corporation shall provide to the District, documentation of the 2025 water loss audit and/or water balance data, as required by and submitted to the Texas Water Development Board (TWDB) of all retail public water systems with less than 3,300 service connections every 5 years. This provision is required and survives

even if the Agreed Order terminates sooner than the date that this provision is to be completed.

V.
ADDITIONAL TERMS

1. The provisions of this Agreed Order shall apply to and be binding upon Ruby Ranch Water Supply Corporation. Ruby Ranch Water Supply Corporation is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the operations referenced in this Agreed Order.
 - a) If Ruby Ranch Water Supply Corporation fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe (not including drought), Ruby Ranch Water Supply Corporation's failure to comply is not a violation of this Agreed Order. Ruby Ranch Water Supply Corporation shall have the burden of establishing to the General Manager's satisfaction that such an event has occurred. Ruby Ranch Water Supply Corporation shall notify the General Manager within seven days after Ruby Ranch Water Supply Corporation become aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
 - b) The General Manager may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by Ruby Ranch Water Supply Corporation shall be

made in writing to the General Manager. Extensions are not effective until Ruby Ranch Water Supply Corporation receives written approval from the General Manager. The determination of what constitutes good cause rests solely with the General Manager.

2. This Agreed Order, issued by the Board, shall not be admissible against Ruby Ranch Water Supply Corporation in a civil proceeding, unless the proceeding is brought by the District to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the District's jurisdiction, or of a rule adopted or an order or permit issued by the District under such a statute.
3. This Agreed Order may be executed in multiple counterparts, which together shall constitute a single original instrument. Any executed signature page to this Agreed Order may be transmitted by facsimile transmission to the other parties, which shall constitute an original signature for all purposes.
4. The Effective Date is the date the District signs the Agreed Order.

SIGNATURE PAGE

Barton Springs/Edwards Aquifer Conservation District:

Blayne Stansberry
Board President

Date

Timothy T. Loftus, Ph.D.
General Manager

Date

ATTEST:

Signature

Date

Name (printed)

Title (printed)

Ruby Ranch Water Supply Corporation:

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity, if any, indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the District, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that my failure to comply with the Ordering Provisions, if any, in this order and/or my failure to timely pay the penalty amount, may result in:

- A negative impact on my compliance history;
- Greater scrutiny of any permit applications submitted by Ruby Ranch Water Supply Corporation;
- Lawsuit for contempt, injunctive relief, additional penalties, and/or attorney fees, or referral to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to civil trial for any future enforcement actions; and
- District seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Chris Whittenhall President
NAME Chris Whittenhall
TITLE

July 15, 2024
Date

**IN THE MATTER OF VARIANCE
REQUEST CONCERNING RUBY
RANCH WATER SUPPLY
CORPORATION**

§
§
§
§
§

**BEFORE THE BARTON
SPRINGS/EDWARDS
AQUIFER
CONSERVATION
DISTRICT**

ORDER GRANTING VARIANCE

On April 11, 2024 the Board of Directors (“Board”) of the Barton Springs/Edwards Aquifer Conservation District (“District”) considered the February 28, 2024 variance request filed by Ruby Ranch Water Supply Corporation (Variance Request).

**I.
FINDINGS OF FACT**

The Board makes the following Findings of Fact:

1. Ruby Ranch Water Supply Corporation has an existing Edwards Aquifer well (#4) and a Middle Trinity well (#5) authorized by District permits.
2. In September 2020, the Board approved an Aquifer Storage And Recovery (ASR) Source and Recovery Permit for Ruby Ranch Water Supply Corporation authorizing annual production of 15,000,000 gallons per year under an Edwards Class D Conditional Production Permit to inject, store, and recovery from an ASR recovery well completed in the Middle Trinity.
3. The existing Middle Trinity well #5 is used for injection and recovery and is the ASR well. ASR well #5 is completed in the Cow Creek unit of the Middle Trinity Aquifer at a total depth of 1,140 ft and is about 120 feet from the Edwards source water well #4. Edwards Aquifer well #4 is the source water well and was drilled in 2001 to a depth of 405 feet and is completed within the Edwards Group and Upper Glen Rose.

4. The existing wells and ASR project are located at 2053 Ruby Ranch Road, Buda, TX 78610 on a 0.76-acre lot (water-well easement) within the Ruby Ranch subdivision.
5. The recovered water from well #5 is delivered to a ground storage tank where it is blended with 50% Edwards water from well #4 before it is distributed to the Ruby Ranch Water Supply Corporation service area and subdivision for public-water supply.
6. Ruby Ranch Water Supply Corporation utilizes water supplied by public water supply wells permitted by the District.
7. Ruby Ranch Water Supply Corporation's Class D Conditional permits authorizes the production of Edwards Aquifer water for the purposes of injecting, storage, and recovery from an ASR system. The permit issued by the District includes standard Permit Conditions and Requirements in accordance with District Rule 3-1.11.
8. Ruby Ranch Water Supply Corporation Class D Conditional permit requires and Ruby Ranch Water Supply Corporation completely curtails monthly permitted pumpage when the District enters Stage II Alarm District-declared drought.
9. Ruby Ranch Water Supply Corporation experienced elevated levels of arsenic in its ASR storage area.
10. Ruby Ranch Water Supply Corporation is requesting a temporary variance to use its Class D Conditional production permit during drought through June 2025 to inject water into their ASR system to: (a) restore an adequate buffer zone volume to minimize the mobilization of arsenic and (b) maintain the viability of ASR project and allow recharge of additional water to help meet peak summer demand.

11. Ruby Ranch Water Supply Corporation's request is to allow exception to District Rule 3-7.6C.1.b.iii which requires permittees with Class D Conditional production permits to completely curtail monthly permitted pumpage upon entering Stage II Alarm District-declared drought.
12. Ruby Ranch Water Supply Corporation's Class D permit and associated ASR project are distinguishable from other District permits and projects.
13. At the time of the Class D permit approval, Ruby Ranch Water Supply Corporation's ASR was only the 4th ASR system approved and permitted by the TCEQ for the state of Texas.
14. Currently, Ruby Ranch Water Supply Corporation holds the only ASR Source and Recovery Permit and Class D Conditional Permit in the District.
15. The Ruby Ranch Water Supply Corporation ASR project fulfills the District management plan objectives that the District should assess availability of alternative supplies and encourage and assist permittees to diversify their water supply by assessing the feasibility of alternative water supplies and fostering arrangements with currently available water suppliers.
16. To promote this objective, the District set aside 2 cubic feet per second of Class D Conditional Edwards water to encourage ASR projects, which are essentially a new water source.
17. The District and Ruby Ranch Water Supply Corporation worked very closely on the pilot project studies for its ASR project. The Ruby Ranch ASR project has been important in providing necessary data on ASR feasibility in the area, encouraging other ASR projects.

18. The estimated Total Storage Volume (TSV) for the Ruby Ranch Water Supply Corporation ASR project was projected to be approximately 50 to 60 million gallons with an annual recovery volume of 10-15 million gallons and a target buffer zone volume of 22 million.
19. Establishment of a buffer zone, which is achieved by leaving some recharged water in the aquifer, ensures that no reaction products are allowed close to the well during recovery and minimizes the mixing.
20. The District-declared drought in July 2022, which completely curtailed the Class D Conditional permit (source water) so it has not been available for almost 2 years (1 year and 8 months).
21. The maximum TSV established was 34.6 million gallons (MG) in May 2022, which was significantly below the desired levels.
22. Ruby Ranch Water Supply Corporation did not have adequate time to build up its TSV before an extended drought occurred and it had to recover more water than anticipated to meet demand. This situation caused use of a significant portion of the TSV.
23. In August 2023, with a TSV of approximately 25 million gallons (buffer volume 22 MG) the arsenic concentration begins to increase and exceeded the maximum contamination level (MCL) of 10 µg/L for 2 months (October and November 2024). The levels reduced below the MCL in February 2024 after approximately 900,000 gallons were injected in December 2023 and January 2024.

24. Having arsenic concentrations above the MCL is a unique health concern related only to ASR systems and the geochemical reaction when an adequate buffer volume is not maintained.
25. Ruby Ranch Water Supply Corporation holds a Middle Trinity production permit for 20.3 MGY that has been unavailable as a source of supply since the start of the ASR project (2020) because the associated well is now used for injection. Even though Trinity groundwater has been unavailable since 2020, Ruby Ranch continues to pay an annual production-permit fee and has paid approximately \$19,000 in annual Trinity production-permit fees since ASR project inception.
26. Ruby Ranch Water Supply Corporation has also paid approximately \$4,500 in Class D production fees since the beginning of the drought.
27. Ruby Ranch Water Supply Corporation average use in 2023 is 116 gallons per capita per day (gpcd; based on 250 service connections and an estimated 2.7 persons per household) with higher usage in the summer (216 gpcd) and lower in the fall/winter (74 gpcd). The Texas Water Development Board estimates from data collected in 2020 that 82 gpcd is the state average for residential use.
28. Ruby Ranch Water Supply Corporation line loss is calculated to be approximately 5 percent in 2023.
29. Ruby Ranch Water Supply Corporation has spent about 7 years and approximately \$450,000 on the ASR project (Middle Trinity well and ASR modifications).

30. Other water source or variance options presented in the Variance Request include desalination treatment, water treatment, purchasing water from another purveyor, or drilling a lower Trinity well; all of which are expensive and time consuming.

II. CONCLUSIONS OF LAW

The Board makes the following Conclusions of Law:

1. All variance cases will be presented to the Board for approval. Rule 3-7.9. B.
2. The District may, but is not required, to conduct a public hearing on a variance request. Rule 3-7.9. B.
3. The April 16, 2024 Board special meeting, during which the Variance Request was considered, was properly noticed and conducted under the Texas Open Meetings Act.
4. A variance approval must specify the period the variance will be in effect. Rule 3-7.9. B.
5. Applicants submitting variance requests must provide a demonstration that the criteria for variances pursuant to District rule 3-7.9 are met. A variance may be granted by the Board 1) to prevent severe economic hardship or financial hardship, 2) to prevent health hazards, 3) to alleviate immediate and serious threat to public health and safety, 4) to prevent severe property damage, or 5) to enable construction of public works projects by a political subdivision of the State. A variance request must be justified by a unique economic or financial hardship or health hazard, which is not experienced more generally by other similar permittees. Rule 3-7.9. A.

6. The District will consider factors such as the permittee's water use; amount; water-use efficiency; authorized pumpage history; demonstrated health and safety concerns; and, economic/financial considerations. Rule 3-7.9
7. A variance request must be justified by a unique economic or financial hardship or health hazard which is not experienced more generally by other similar permittees. Rule 3-7.9. A.

III. ORDERING PROVISIONS

The Board orders the following:

1. The variance request is granted in part and under this Order, Ruby Ranch Water Supply Corporation may produce 1 million gallons of water under its Class D Conditional permit production from March 1, 2024 until this volume granted is reached or no later than May 31, 2024, whichever occurs first, during a Stage II Alarm Drought. Ruby Ranch Water Supply Corporation may not produce water under its Class D Production permit in any other drought stage and the District will notify Ruby Ranch Water Supply Corporation that any source production and storage associated with this variance must cease before the declaration of Critical Stage III Drought. The production of up to 1 million gallons under the Class D permit shall be allowed for recharge of source water to increase the buffer volume to reach a 25-million-gallon buffer volume and maintain the viability of the ASR project for when District-declared drought ends.
2. Ruby Ranch must perform the following:
 - a. Water quality samples shall be collected from the ASR well upon commencement and conclusion of each recovery cycle. During each

recovery cycle, samples shall be taken after 50%, 75%, 90%, and 100% of the total stored water volume has been recovered. Future sampling frequency may be decreased depending on the results of the initial recovery cycle. These recovery samples should be analyzed for water quality parameters that include *arsenic, conductivity, total dissolved solids, dissolved oxygen, iron, and manganese.*

- b. Samples shall be collected from the Edwards well prior to or during the initialization of each recharge cycle. The samples should be analyzed for water quality parameters *pH, ORP, and dissolved oxygen.* The goal is to assess the oxidation-reduction (redox) potential of the recharge water. Future recharge water sampling requirements will depend on whether water quality changes in the recovery water are observed that are a result of redox reactions.
 - c. A target buffer volume of at least 25 million shall be established and maintained. Should the total volume in storage drop to the 25 MG buffer zone requirement (indicating recovery of 100% of the recoverable water volume), Ruby Ranch Water Supply Corporation shall cease recovery operations and contact the District immediately. Water quality samples shall be collected as specified at 100% recovery in Provision” a”.
3. Within 90 days of the effective date of this Order, Ruby Ranch Water Supply Corporation shall submit a major amendment application to amend and add the paragraph 2.a.-c. above as special provision to its Class D Source and Recovery permit

4. Within 60 days of the effective date of this Order, Ruby Ranch Water Supply Corporation shall combine and amend its User Drought Contingency Plan (UDCP) documentation in all its District-issued permits modifying language to:
 - a) implement a no more than once-a-week outdoor watering schedule for automatic irrigation systems year-round. Outdoor watering with automatic irrigation systems must cease if the District declares Stage III Critical drought or worse (i.e., Stage IV Exceptional or Stage V Emergency drought). Watering by hand or with a hand-held hose with a shut off valve will be allowed as needed.
 - b) prescribe modified excessive monthly consumption use numbers outlined within the “Utilities Initiated Penalties or Consequences” section of the UDCP for each drought stage and update the outdoor irrigation allowance schedule to reflect the lack of water availability during the various stages of drought.
5. Within 60 days of the effective date of this Order Ruby Ranch Water Supply Corporation shall provide documentation of water conservation messaging/communication with special provision to its ratepayers and an accompanying explanation for how the messaging/communication is being implemented (e.g., delivery mechanism, frequency of delivery, etc.) and how it informs end users to meet conservation goals.
5. Within 6 months of the Order Ruby Ranch Water Supply Corporation shall submit to the District, in writing, a long-term plan, including an alternatives analysis, and solution(s) to ensure it has an adequate water supply during a prolonged drought.

5. The Board Order expires on December 31, 2024, unless extended by the Board of Directors.

V.
ADDITIONAL TERMS

1. The provisions of this Order shall apply to and be binding upon Ruby Ranch Water Supply Corporation. Ruby Ranch Water Supply Corporation is ordered to give notice of the Order to personnel who maintain day-to-day control over the operations referenced in this Order.
1. If Ruby Ranch Water Supply Corporation fails to comply with any of the Ordering Provisions in this Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe (not including drought), Ruby Ranch Water Supply Corporation's failure to comply is not a violation of this Order. Ruby Ranch Water Supply Corporation shall have the burden of establishing to the General Manager's satisfaction that such an event has occurred. Ruby Ranch Water Supply Corporation shall notify the General Manager within seven days after Ruby Ranch Water Supply Corporation becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
2. The General Manager may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by Ruby Ranch Water Supply Corporation shall be made in writing to the General Manager. Extensions are not effective until Ruby Ranch Water Supply Corporation receives

written approval from the General Manager. The determination of what constitutes good cause rests solely with the General Manager.

3. The Effective Date is the date the District signs the Order.

SIGNATURE PAGE

**Barton Springs/Edwards Aquifer
Conservation District:**

DocuSigned by:
Blayne Stansberry
9EB453CC2FD64CD...
Blayne Stansberry
Board President

4/22/2024
Date

ATTEST:

DocuSigned by:
Christy Williams
8F87ECDE15AD4AB...
Christy Williams, Board Secretary

4/24/2024
Date

Item 6

Board Discussion and Possible Action

- d. 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

- e. Staff presentation on Trinity Sustainable Yield project: Phase 2 Trinity Aquifer Sustainability model development and policy implications.

Item 6

Board Discussion and Possible Action

- f. Discussion and possible action on selecting a Certified Public Accountant for the FY 24 audit.

Item 6

Board Discussion and Possible Action

- g. Discussion and possible action related to adopting an Order Calling the November 5, 2024 Election; approving Joint Election and Election Services Agreements with Travis, Hays, and Caldwell counties; and ordering other matters incident and related to such election.

**ORDER CALLING ELECTION FOR NOVEMBER 5, 2024; 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 5, 2024 (the “Election”) for the election of directors from the District precinct numbers one (1), three (3) and four (4); and

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

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

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

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

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

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

Section 1. Call of Election; Date; Eligible Electors; and Hours. A general election shall be held on Tuesday, November 5, 2024, which is seventy-eight (78) or more days from the date of the adoption of this order (the “Order”) within the District single member precinct numbers one (1), three (3) and four (4) for the election of Directors from precinct numbers one (1), three (3) and four (4) at which qualified electors of those precincts shall be entitled to vote for candidates for Director from their respective precincts. The Board hereby finds that holding the election on such date, a uniform election date, is in the public interest. The hours during which the polling places are to be open 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 Caldwell and Travis Counties 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, Caldwell, 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 Caldwell, Travis and Hays County Election Precincts, that are wholly or partially within Director precinct numbers one (1), three (3) and four (4) and within the territorial boundaries of BSEACD, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for BSEACD's election precincts shall be the corresponding Caldwell, 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 Caldwell, Hays, and Travis Counties.

The Board approves the appointment of persons designated by the Caldwell County Elections Officer, Travis County Elections Officer and the Hays County Elections Officer to serve as election workers. Such proposed presiding judges, alternate judges and clerks shall meet the eligibility requirement of Chapter 32, Subchapter C of the Texas Election Code. The rate of pay for judges, alternates and clerks of the election shall be determined in accordance with the provisions of the Texas Election Code, as amended, and other applicable laws. The Board approves the appointment of persons designated by the Caldwell County Elections Officer, Travis County Elections Officer and the Hays County Elections Officer to serve on the early

voting ballot board, at the central counting station, or in any other capacity needed in order to conduct the election. Instruction for all election officers shall occur as provided in the Joint Election Agreements and/or Contracts for Election Services.

Section 4. Early Voting. The Board appoints Hannah Riggs as the District’s Regular Early Voting Clerk. If the District’s Regular Early Voting Clerk receives any ballot applications, or ballots voted by mail from either Caldwell, Travis or Hays Counties, the Regular Early Voting Clerk shall forward those ballot applications or ballots voted by mail to the respective Joint Early Voting Clerk from either Caldwell, Travis or Hays County as appropriate. Early voting for the election shall be conducted jointly with other Entities. The respective Election Officials for Caldwell, 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
Caldwell	Elections Administrator 1403 Blackjack, Suite A Lockhart, TX 78644 caldwellec@co.caldwell.tx.us Phone: (512) 668-4347 Website: https://www.co.caldwell.tx.us/page/Elections.Current%20and%20Upcoming%20Elections
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 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, 2024 through October 25, 2024. The application must be received by October 25, 2024 (mere postmarking by the deadline is insufficient.)

Early Voting by Personal Appearance

Early voting by personal appearance shall be conducted in Caldwell, Hays and Travis Counties Monday, October 21, 2024, through Friday, November 1, 2024. The main voting locations are as follows:

Caldwell – Scott Annex – 1403 Blackjack St., Lockhart, TX 79644

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 Caldwell, 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 Hannah Riggs, 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 day 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, and the Caldwell County Elections Administrator as the Custodian for that portion of the District election conducted in Caldwell County, all for the sole purpose of preserving all voted ballots for each respective County securely in a locked room in the locked ballot boxes for the period of preservation required by the Election Code.

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

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

Section 8. Notice of Election Publication and Posting Requirements.

Publication of Notice of Election

Notice of the election shall be published 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 Caldwell, Travis and Hays County Election Officers and Voter Registrars as applicable, and as required by Texas Election Code, § 4.008.

Section 9. Authority of the President. The President or, in the President's absence, the Vice President of the Board shall have the authority to take, or cause to be taken, all actions

reasonable and necessary to insure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed.

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

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

Section 11. Inconsistent Provisions. All orders and resolutions, or parts thereof, in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

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

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

Section 14. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for at least 72 hours preceding the scheduled time of the meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon. The Governor has suspended and modified certain open meeting requirements pursuant to his disaster declaration. These changes include allowing the District to establish procedures for telephonic or videoconferenced meetings that are accessible to the public.

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

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

[This section intentionally left blank.]

PASSED AND APPROVED this ____ day of _____, 2024.

**BARTON SPRING/EDWARDS
AQUIFER CONSERVATION DISTRICT**

President, Board of Directors

ATTEST:

Secretary, Board of Directors

[SEAL]

**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, 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 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.
 - (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, 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) [Hannah Riggs, Office Manager](#), will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [Hannah Riggs](#) 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. [Hannah Riggs](#) 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. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, 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 e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated [Hannah Riggs, Office Manager as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: \[hriggs@bseacd.org\]\(mailto:hriggs@bseacd.org\).](#)
- (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 to 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 e-mail 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, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent 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 of 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, and 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. 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. *Pursuant to Texas Election Code Section 85.064(b) and 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.*

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 shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

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](#)
[Hannah Riggs](#)
[1124 Regal Row](#)
[Austin, TX 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 e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail 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. 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.

(L) 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, TX 78748](#)

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

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, 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: _____

JOINT ELECTION AGREEMENT FOR NOVEMBER 5, 2024 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 5, 2024. Each Participating Entity requires elections to be held on November 5, 2024 in those portions 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 5, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 5, 2024 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County.

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 to be mutually agreed upon 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 places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
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 schools 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 Early Voting by Personal Appearance Program, and 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 single ballot box 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 conducting 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.

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 Early Voting by Personal Appearance Program, and 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 single ballot box 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, a single ballot box 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. 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 transporting 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.
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. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

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 May 4, 2024 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

CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract, by and between Barton Springs Edwards Aquifer Conservation District ("BSEACD"), a political subdivision of the State of Texas located in Caldwell County, Texas, and Caldwell County, a political subdivision of the State of Texas (the "County"), through its Elections Administrator, Kimber Daniel (the "Administrator"). BSEACD and the Administrator are sometimes hereinafter collectively referred to as the .. Parties".

WITNESSETH:

WHEREAS, the Administrator and BSEACD, both of which are situated in Caldwell County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of BSEACD Director Election to be held on November 8, 2022 (the "Election"); and

WHEREAS, The Administrator and BSEACD have determined that it is in the public interest of the inhabitants of BSEACD that the following contract be made and entered into for the purpose of having the Administrator furnish BSEACD certain services and equipment needed for the Election.

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

Article 1. Administrator's Duties and Services. The Administrator agrees to undertake certain responsibilities and perform the following services for BSEACD in connection with BSEACD Council Election to be held on November 8, 2022, and any subsequent runoff election or election contest arising out of the Election:

1. Recruit, appoint, and train qualified persons to serve as presiding election judges, alternate judges, and clerks;
2. Arrange for the use of polling places;
3. Procure and distribute election supplies, including the formatting, printing and distribution of ballots;
4. Compile lists of eligible registered voters to be used in conducting the Election, including lists for early voting and for each precinct established for the Election;

5. Procure, prepare, and distribute election equipment, transport equipment to and from the polling places;
6. Supply personnel to serve as deputy early voting clerks;
7. Supervise the conduct of early voting by personal appearance and by mail;
8. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of BSEACD;
9. Other incidental related services as may be necessary to effectuate the Election.

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

Article 2. BSEACD Duties and Services. BSEACD agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the Election;
2. Provide to the Administrator record-stamped copies all orders and resolutions adopted pursuant to Article 2.1;
3. Prepare and publish all required Election notices;
4. Prepare and approve the form, wording, and spelling of items to appear on the Election ballot, including but not limited to the following, as applicable:
 - a. the list of candidates; and
 - b. any other items or measures to be printed on the Election ballot;
5. Deliver the approved Election ballot language to the Administrator no later than as required by law;

6. Translate any Election documents into Spanish, or provide to the Administrator any services necessary to translate any Election documents into Spanish;
7. Provide technical assistance as requested by the Administrator; and
8. BSEACD will perform its obligations under this Article as soon as practicable and without unnecessary delay.

Article 3. Administration. The Administrator will be responsible for administering this agreement and providing supervisory control and command over all the agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the County is the Administrator, or her designee, and the contact person and representative for BSEACD is Dana Christine Wilson, Senior Administrative Manager.

Article 4. Cost of Services. BSEACD shall reimburse the Administrator for all expenses incurred for the Election, and any runoff election or election contest arising out of the Election conducted by the Administrator. BSEACD shall also pay the greater of \$500 or an administrative fee of 1 0% of the total cost of the Election. In the event the Administrator conducts any runoff election or election contest, BSEACD shall also pay the greater of \$500 or an administrative fee of 1 0% of the total cost of each runoff election or election contest. In the event an election is conducted as a joint election, the cost shall be prorated between the participating entities according to the number of registered voters eligible to participate in the entity's election. Within 20 days of the completion of an election or election contest, the Administrator shall submit a statement to BSEACD listing all expenses and the administrative fee. BSEACD shall pay the total amount within 45 days of its receipt of the statement.

Article 5. Liability. BSEACD shall be responsible for any actual expenses for repairs for any damage that occurs to the DS200 or ExpressVote systems and related voting equipment to the extent that any such repairs are not covered under the vendor's warranty. BSEACD shall not be liable for any damage to the Election equipment or related voting equipment that is caused by a third party outside of the control of BSEACD.

Article 6. General Conditions.

1. Nothing contained in this contract shall authorize or permit a challenge in the officer with whom or the place at which any document or record relating to the Election is to be filed, or place at which any function of the canvass of the Election returns is to be performed, or the officer to serve as custodian of voted ballots or other Election Records.
2. The Administrator may assign deputies to perform any of the contracted services.

3. The Administrator may contract with third persons for the Election services and supplies; and the Administrator will pay the claims for those election expenses and shall remain responsible for the supervision and conduct of such third parties.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas. Venue for any legal matters shall lie in the district courts of Caldwell County, Texas. Venue for any legal matters in federal court shall lie in the United States District Court for the Western District of Texas
5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.
7. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as BSEACD on November 5, 2024.
8. BSEACD will indemnify, defend, and hold harmless the Administrator and the County for claims and causes of action brought by third parties based on the Administrator's performance of her obligations under this Agreement.
9. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.
10. This Agreement, including any exhibits hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein.

11. Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a Party from fulfilling any and all duties, obligations, or covenants of this Agreement. [fa party is prevented from fulfilling a duty, obligation, or covenant of this Agreement due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Article 8 of this Agreement, within fourteen (14) calendar days of the Force Majeure event.

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

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

Caldwell County Elections Administrator	Barton Spring Edwards Aquifer Conservation District
1403-A Blackjack St	Hannah Riggs, Office Manager
Lockhart, TX 78644	1124 Regal Row
	Austin, TX 78748

Signed and agreed upon this the _____ day of _____, 2024.

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

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 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 in accordance with Chapter 173 of the Texas Election Code.
- 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 Primary election agreement as authorized in Chapter 172 of the Teas Election Code.
- 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 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.

C. 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.

D. 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.

E. 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.

- F. **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.
- G. **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 Clerk will ensure that Public Notice is also provided via published notice, on the BSEACD's website and on all BSEACD social media outlets.
- H. **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.
- I. **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.
- J. **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.
- K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the 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, 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 days at the locations as determined by the Contracting Officer in consultation with the BSEACD and in accordance with the Texas Election Code.

L. Election Day Activities.

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

- M. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the 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.
- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the BSEACD. These reports will serve as the canvass materials for the BSEACD.
- P. **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 law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.
- Q. **Recount.**

1. 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.

R. 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.

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

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

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. 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.

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

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 manner in which 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.

G. 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 Sec 173.005. The Contracting Officer shall pay the workers and be reimbursed by the parties sharing the polling locations.

H. 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 in accordance with TEC Chapter 172. The costs distribution is set forth in the Joint Election Agreement.

- 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 \$1,000.00.
- C. **Equipment Rental Fee.** Per Section 123.03 of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, Scanner, Tenex Touch pad and per Verity Duo 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 from the date of receipt by the BSEACD.

I. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last'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 wishes to terminate this Contract for convenience or for cause, the must provide not less than ninety (90) days' written notice to the other 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.

J. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the Election is to be filed.
 - 2. The officers who conduct the official canvass of the Election returns.

3. The authority to serve as custodian of voted ballots or other Election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. Cancellation of Election.** If the 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 \$0. 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 with regard to 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 '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 (“force majeure event “) whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing 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: jennifer.doinoff@co.hays.tx.us

For the BSEACD:

Timothy T. Loftus
General Manager, BSEACD
1124 Regal Row
Austin, TX 78748
Tel: (512) 282-8441
Fax:
Email: tloftus@bseacd.org

Witness by my hand this the _____ day of _____, 2024.

Contracting Officer:

Jennifer Doinoff, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 2024.

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 ___, 2024, 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 August 2024 through July 2025.

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 August 2024 through July 2025.

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

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 USB'S 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 USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S 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 USB's 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 August 1, 2024 and end on July 31, 2025.

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	BSEACD
Government Center	Hannah Riggs, Office Manager
120 Stagecoach Trail,	1124 Regal Row
San Marcos, Texas 78666 City	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 August, 2024

Hays County Elections Administrator

Jennifer Doinoff Signed

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

Item 6

Board Discussion and Possible Action

- h. Discussion and possible action related to Legal Services Agreement Regarding Legislative Matters, with SledgeLaw Group PLLC.



B. Sledge Direct: 512-579-3601
Fax: 512-579-3611
Email: bsledge@sledgelaw.com

July 31, 2024

Dr. Tim Loftus, PhD
General Manager
Barton Springs Edwards Aquifer Conservation District
1124 Regal Row
Austin, Texas 78748

Re: Legal Services Agreement Regarding Legislative Matters (Internal Billing Code 0022-00)

Dear Dr. Loftus:

It is my pleasure to submit this engagement agreement whereby my firm, SledgeLaw Group PLLC, will provide legal services to the Barton Springs Edwards Aquifer Conservation District (the “District”) regarding state legislative measures and issues of interest or impact to the District, as such legal services are set forth more specifically below in the ***Scope of Engagement*** section (“the Matter”). Our acceptance of this representation (the “Representation”) of the District in this Matter becomes effective upon our receipt of an executed copy of this agreement. The purpose of this letter and the attached Additional Terms of Engagement is to set out the roles and responsibilities of our law firm and yours as the client.

Client

The client for this engagement is the Barton Springs Edwards Aquifer Conservation District (the “District” or “you” or “client”). This engagement does not create an attorney-client relationship with or duties owed to any other persons or entities.

Scope of Engagement

As your legal counsel, SledgeLaw Group PLLC (the “Firm” or “we”) will represent you with respect to providing legal services involving certain work related to legislative measures or other policies or proposals involving the Texas Legislature that may impact the District. Specific services to be provided under this agreement include any of the following or any other legislative legal services related to the Matter that do not attempt to influence legislation or administrative action such that the services provided on behalf of the District would require the person providing such services to register as a lobbyist under Chapter 305, Texas Government Code:

- Reviewing and analyzing filed legislation, legislative amendments, and committee and floor substitutes to identify legislative measures that may impact the District;
- Research regarding the background of legislation that may impact the District;
- Drafting summaries of bills and other legislative measures that may impact the District;

July 31, 2024

- Tracking and monitoring legislation of interest to the District throughout the legislative process;
- Providing legal advice and counsel to the District regarding legislative issues, proposals, considerations, and activities;
- Attending and monitoring legislative committee hearings and legislative floor debate on legislative measures and issues of interest to the District;
- Reviewing and researching interim committee charges and other interim legislative measures that may impact the District;
- Provide legal advice and counsel to the District regarding activities and proposals of the Sunset Advisory Commission’s and other legislative agencies;
- Research and monitoring of other stakeholders, trade associations, and interest groups on legislative issues; and
- Coordinating and communicating with the District, its consultants, and key employees on the provision of these services.

Other legal services to be provided under this agreement include advocating for the District by communicating directly with the legislative or executive branch of state government to influence legislation or administrative action related to the Matter such that the services provided to the District require the person providing such services to register as a lobbyist under Chapter 305, Texas Government Code (“lobbying services”). If at any time after the execution of this agreement the State of Texas approves any finally valid law that would make the provision of any such lobbying services by the Firm for the District unlawful, then such services will be specifically excluded from the Matter as of the effective date of such law to the extent necessary to render the provision of services provided under this agreement lawful. The Firm and the District agree that the lobbying services provided under this agreement constitute approximately ten (10) percent of the value of services to be provided under the flat fees set forth under the ***Billing Structure and Rates*** section below, and that those flat fees may be adjusted downward by ten (10) percent in the event of passage of such a new law, or as agreed to by the District and the Firm to account for additional services that may be needed to protect the interests of the District after such an event in lieu of those services prohibited.

Firm Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Shauna Fitzsimmons Sledge will also be working on the matter. Other Firm personnel, including Firm lawyers and paralegals, and possibly including contract lawyers from time to time, will participate in the Representation if, in my judgment, their participation is necessary or appropriate.

Billing Structure and Rates

The Firm bills work for legal services that involve legislative matters on a flat-fee basis, which provides more certainty to both the client and the Firm on the costs associated with often unpredictable amounts of time and effort typically associated with such services.

July 31, 2024

The Firm will provide the services described under the Scope of Engagement for a flat fee of \$4,000.00 per month, plus any out-of-pocket costs associated with the provision of services. Out-of-pocket costs associated with representing you in this matter include without limitation filing fees, photocopying, reprographics, couriers, mileage reimbursement, newspaper notice publication fees, postage, records retrieval, expenditures incurred in connection with services related to the Matter that are required to be reported to the Texas Ethics Commission under Chapter 305, Texas Government Code, and other out-of-pocket costs. We may charge for those items whether that work is performed by outside vendors or in-house. Any expenses that are prohibited by law now or in the future are prohibited under this agreement. The Firm will bear all responsibility for any reporting requirements involving the Texas Ethics Commission. You agree to pay our invoices in full and be responsible for paying any taxes required by law to the taxing authorities.

These monthly flat fees and the associated out-of-pocket costs will become effective September 1, 2024, and will be billed to you each month for a 24-month period that extends until August 31, 2026. The District and the Firm may agree to additional two-year or other extensions of this agreement under the same or an amended fee structure, but any such extension must be confirmed by the District and the Firm in a separate engagement letter or in a written supplement or amendment to this letter.

The Matter covered in this agreement and the monthly flat fees do not include legal work that may be performed by attorneys and staff of the Firm on non-legislative matters for the District, which are typically billed by the Firm on an hourly rate basis and must be addressed through a separate agreement between the Firm and the District or a written supplement to this agreement.

Conflicts of Interest, Other Clients, and Consent to Adverse Representation

Before agreeing to represent you, we have undertaken reasonable efforts to determine whether there are any potential conflicts of interest that would bar us from representing you in this Matter. You have advised us of the persons and entities that you believe are or might become involved in this Matter, including potential adverse parties. You agree to promptly tell us if you learn of any other person or entity that might become involved in this matter so that we can do additional checking for conflicts. We have run a conflicts check on those names and believe that we are free to represent you. We review conflict of interest issues in accordance with the rules of professional responsibility adopted for attorneys in Texas, as well as any applicable rules of the Texas Ethics Commission.

It is possible that, during the time we are representing you, some of our current or future clients might have dealings, transactions, disputes, or litigation with you. Those clients could have interests different from yours, and their actions could adversely affect your interests.

By engaging us, you agree that, during the time we are representing you, we also may represent other current and future clients in any other matter, including in litigation, unless we conclude that (i) the other matter would be substantially related to the matters in which we are representing you or (ii) undertaking the other matter would materially limit our ability to represent you. For purposes of this agreement, two matters are substantially related if the facts in the first

matter are so closely related to the facts in the second matter that a genuine threat exists that confidential information revealed by the client in the first matter will be divulged to that client's adversary in the second matter. We would be materially limited only when our representation of another client or our relationship with someone else would materially affect our ability to represent you competently and diligently.

Accordingly, you agree that our Representation of you in this Matter will not disqualify us from representing other clients in other matters that are not substantially related to this one or where our ability to represent you would not be materially limited, even if the interests of those other clients are directly adverse to yours. In those situations, we will not use to your disadvantage any of your confidential information that we acquire while representing you. Likewise, we will not share with you or use for your benefit confidential information that we receive from other clients.

Finally, if one of our other clients hires another law firm and becomes adverse to you in this Matter, you consent to our representation of that client in other matters. If that situation arises, we will continue to competently and diligently represent you and take appropriate steps to protect your confidential information.

Termination

This engagement and the attorney-client relationship created by this Matter will end when either you or we terminate the engagement. If you later engage us for any related or additional matter, that engagement and its scope must be confirmed in a separate engagement letter or in a written supplement to this letter.

You may terminate the engagement at any time and for any reason by informing us in writing. Similarly, we may terminate or withdraw from our representation of you at any time for any reason (including non-payment of fees), provided we comply with the applicable rules of professional conduct. If we decide to withdraw for any reason, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal. In the event of a termination or our withdrawal, you will pay us any fees, costs, and other charges specified in the ***Billing Structure and Rates*** section above incurred through the date of such termination or withdrawal, with the flat monthly fee being prorated through the date of termination or withdrawal.

Finally, after the conclusion of this Matter, you might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to this Matter, such as responding and objecting to subpoenas, searching for and producing documents, preparing for testimony, performing transition work, and other similar activities. In such case, we will promptly notify you, and you agree to compensate us for the fees and expenses we incur, including payment for the time spent by our attorneys and other timekeepers calculated at our then-current billable hourly rates. However, nothing in this letter or engagement obligates our attorneys or personnel to submit to interviews or to provide testimony, and any post-engagement work will not constitute the

SledgeLaw Group PLLC – BSEACD
July 31, 2024

performance of legal services for you or create or revive an attorney-client relationship between us.

Other

You are encouraged to consult with other counsel of your choosing regarding the terms and conditions of our engagement.

This letter, including the provisions in the attached Additional Terms of Engagement, sets forth the complete agreement between us. No other agreements, promises, understandings, or representations, except for our discussion about the risks of conflicts and adverse representation, have been made or relied upon in reaching this agreement. If you, an insurance carrier, or anyone else provides us with outside counsel guidelines, electronic billing requirements, or other similar documents at the outset of this engagement, we will abide by them to the extent practicable. However, this agreement cannot be modified in any material respect by the tender of such guidelines, without a writing signed by both of us.

If this letter, including the provisions in the attached Additional Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return it to me. If you ask us to begin work before you return the signed letter to us, we will consider that you have agreed to and accepted the terms of this engagement letter and the attached Additional Terms of Engagement.

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

Very truly yours,

SLEDGELAW GROUP PLLC

A handwritten signature in black ink, appearing to be 'BS', with a long horizontal line extending to the right.

By:

Brian L. Sledge, Managing Member

SledgeLaw Group PLLC – BSEACD
July 31, 2024

AGREED TO AND ACCEPTED:
BARTON SPRINGS EDWARDS
AQUIFER CONSERVATION DISTRICT

By: _____
Board President

Attest: _____
Board Secretary

APPROVED AS TO FORM:

Bill Dugat, Attorney for BSEACD

SLEDGELAW GROUP PLLC
Additional Terms of Engagement

This attachment contains additional terms of engagement that are an integral part of the agreement between you and the SledgeLaw Group PLLC (the “Firm”). Please review these additional terms and contact us promptly if you have any questions. You should keep this attachment in your file with the engagement letter.

The Scope of Our Work

We provide only legal services, including for some clients legal services related to legislative consulting and other governmental relations. We do not provide business, investment, insurance, underwriting, translation, accounting, financial, or technical services or advice, and you may not rely on us for such advice. Similarly, we do not make business decisions for you, and we do not investigate the character or credit of persons with whom you may be dealing.

Unless specifically included under “Scope of Engagement” in the attached engagement letter, this engagement does not include advice about (i) your disclosure obligations concerning the matter under any applicable law or regulation, including the federal securities laws or (ii) the tax consequences concerning the matter. We also are not responsible for review of your insurance policies to determine the possibility of coverage for any claim asserted in this matter or for notification of your insurance carriers about the matter. We encourage you to address those matters with other advisers or professionals.

You agree that we have no attorney-client relationship with and owe no duties to persons or entities not expressly identified by name as clients in the engagement letter, even if you might owe them fiduciary or other duties. This agreement has no third-party beneficiaries, including trust or estate beneficiaries, trustees, partners, limited partners, members, corporate shareholders and owners, successors, principals, agents, officers, directors, employees, representatives, your clients, and/or your insurers, insureds, indemnitors, or indemnitees.

You also agree that we will not provide any contractual indemnity to you, any corporate constituent, related entity, co-counsel, outside contractor, service provider, consultant, expert, or any other person or entity in connection with this matter.

You are engaging us to provide legal services in connection with the specific matter described in the “Scope of Engagement” section of this engagement letter agreement. After the end of the matter, circumstances might change, and changes might occur in the applicable laws or regulations that could affect your future rights and obligations. Unless you engage us after completion of the matter to provide additional legal services on issues arising from the matter, we have no obligation to advise you about future legal developments or your future rights and obligations.

Cooperation and No Guarantees

To help us provide legal services, you agree to cooperate fully with us, tell us the facts accurately and completely, give us all relevant documents and information, respond promptly to

our requests, and inform us of all information and developments relating to this matter. We necessarily rely on the accuracy and completeness of the information that you provide us, and we may rely on that information without independently verifying it. You also agree to make yourself or your representatives available to attend or participate in conference calls, meetings, conferences, discovery proceedings, hearings, and any other proceedings related to this matter.

We will try to achieve a result in this matter that is satisfactory to you. But we make no promises or guarantees concerning the outcome of our legal representation, whether it involves legal services regarding administrative, business, legislative, or regulatory issues, a transaction, an adversarial proceeding such as litigation, or otherwise. For example, we cannot assure you that negotiations will be successful, a proposed transaction will be completed, a legislative measure or regulatory action will succeed or fail, a regulation, rule, plan, policy, or legislative measure that we prepare for you will be upheld as lawful in court, or the conclusion of this matter will result in an outcome that is favorable to you. Outcomes in litigation are especially hard to predict because of many factors that are beyond the control of clients or counsel. Any statements we make concerning possible outcomes of this matter, the legal significance of possible outcomes, or any other legal matters reflect our professional judgment at that time, but they are not guarantees. Those statements necessarily are limited by our knowledge of the facts and are based on the state of the law at the time they are made.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment and, unless we agree otherwise in writing, our invoices are payable within thirty (30) days of receipt to the account specified in the invoices. If you are required by law to deduct or withhold any taxes from payments due the Firm, or if the Firm or its lawyers are required to pay any taxes directly to any taxing authority, you agree to pay us the additional amounts necessary to compensate the Firm for the withholding or additional cost so that, after the withholding or payment of the taxes, the Firm receives the full amount due under its invoices.

By engaging us, you acknowledge that you are responsible for payment of our fees, expenses, and other charges, and you agree that, if you do not pay them, we may withdraw from representing you provided that we comply with the applicable rules of professional conduct. In appropriate matters, as an accommodation to you, we may agree to send our invoices to third-party payors (*e.g.*, an insurer, indemnitor, or borrower). But you agree that you will remain fully responsible for timely payment of our invoices if for any reason the third-party payor does not timely pay them. Likewise, even when a third party pays our fees, we owe our professional obligations to you, and not to that third party.

Individual Investments by Firm Attorneys

Many of our attorneys, directly or beneficially, own interests in corporations and other entities or in real property. Our computerized system used for checking conflicts of interest does not contain data about personal investments made individually by our attorneys, through a Firm-sponsored or administered plan, or otherwise. If you are concerned about investments in a

particular entity, please ask us to canvass our attorneys about any individual investments in that entity.

Law Firm Privilege and Possible Conflict of Interest

Although unlikely, an occasion might arise while representing you when it is appropriate for us to consult with our own legal counsel. We will do this at our own expense, unless it is to provide a service to you on this matter and you agree to the consultation. To the extent that we are addressing our duties, obligations, or responsibilities to you, it is possible that a conflict of interest might exist between you and the Firm regarding our discussions with counsel. Such a conflict is more likely if a dispute were to arise between us regarding this matter. If there is such a conflict, and if we have not obtained your consent, we might have to choose between continuing to represent you in this matter and consulting with our own counsel. Thus, as a condition of this engagement, you agree that we may consult with our own counsel, and you waive any claim of conflict of interest that might arise out of those consultations. You agree that our communications with our own counsel are protected from disclosure to you and others by the Firm's attorney-client privilege and that you will not seek to discover or inquire into those communications.

Confidentiality

Just as we will protect confidential information that you provide us, you acknowledge that we will not share with you information that we obtain in confidence from others, even if such information might help you in this matter, and you waive any objection or conflict of interest that might result.

You agree that we may disclose the existence of our attorney-client relationship with you and, subject to our confidentiality and professional responsibility obligations, certain other limited information about our representation of you in order to obtain consent or a conflicts waiver from another client. If this matter involves transactions, litigation, administrative proceedings, legislative or other governmental relations, regulatory matters, or other matters where the firm appears as counsel of record for you in publicly available records, or matters involving the Texas Open Meetings Act, Texas Public Information Act, Freedom of Information Act, or other laws related to federal, state, or local open government laws, you agree that we may inform third parties of the fact that we represent you in this matter.

In Firm brochures and other materials or information about our practice, including legal directories, and in filings with federal, state, or local governmental entities, including without limitation the Texas Ethics Commission, you agree that we may identify you as a Firm client, indicate the general nature of our representation of you, provide examples of engagements handled on your behalf (including this matter), and provide any other information related to our representation of you that may be required to be disclosed to or included in filings with federal, state, or local governmental entities. If you do not wish to have your name mentioned in any of those materials, please inform us in writing. Your refusal to allow us to provide required information to federal, state, or local governmental entities about our representation of you constitutes grounds for us to terminate this agreement with you at our sole discretion.

Translations

Some of our attorneys speak or read multiple languages, and sometimes our work involves the review or drafting of documents in a language other than English. At times we might translate all or parts of those documents or draft documents in one language, anticipating that they will be translated into another language. Our attorneys, however, are not professional translators, and thus they are not in a position to consider particular meanings, nuances, or legal significance that some foreign words might have under the laws of foreign jurisdictions. Unless we expressly agree otherwise, any translations that we perform are for our or your convenience, and they are not a substitute for use of a professional translation service. Also, the use of such a translation service, whether suggested or selected by you or the Firm, does not mean that the Firm vouches for the accuracy or completeness of the translation, and our advice concerning issues addressed in translated documents assumes the accuracy of the translation.

Electronic Communications

During this engagement, we likely will exchange electronic documents, emails, or other electronic or digital communication messages with you and others. Such communications are occasionally attacked by computer viruses or other destructive electronic programs. Our software may occasionally reject a communication that you send to us, or your system might reject something that we send you. There is also the possibility that communications could be intercepted by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. We believe these relatively infrequent occurrences are part of the ordinary course of business. Many—but not all—of the emails that we send to major commercial email servers that provide service to the U.S. and many other parts of the industrialized world are automatically encrypted. If you would prefer that we not use electronic communications or that we follow special instructions for encrypting email or other communications, promptly inform us in writing of your preferences or requirements so that we can determine if we can accommodate your requests. As with any correspondence regarding legal representation, we urge you to use caution in communications and dissemination of them to protect confidentiality and privilege, especially including any communications that include persons who are not representing you as legal counsel.

Document Retention and Destruction

We will keep the documents and materials that you give us in the files that we will create for this matter. While representing you, we likely will receive or create electronic or physical documents and materials such as correspondence, research memoranda, pleadings, exhibits, transcripts, physical evidence, various agreements, transaction documents, and other documents and materials directly and substantively related to the representation (collectively, “Client Materials”). We may maintain some or all of those Client Materials solely in electronic form, and you agree that we may do so. We have no obligation to keep or maintain records of electronic or other written communications of which you or any of your employees or officers are an author or primary or copied recipient, nor of any written communications with governmental officials or staff, although we may do so in our sole discretion.

We also may create and maintain our own materials related to this matter which will belong to and will be retained by us (“Firm Materials”). Firm Materials are prepared for our internal use and include, for example, Firm administrative records, conflicts and new business intake materials and reports, time and billing reports, personnel and staffing materials, credit, expense, and accounting records, administrative and routine internal documents, internal communications between the Firm’s attorneys and other personnel, Firm form files (even if referred to in the course of this matter), and other materials and internal communications.

After the conclusion of the matter, upon your request, we will send you the Client Materials at your expense. You must tell us which Client Materials you wish to receive, and you agree to cooperate with us regarding their delivery. We will send those materials after we receive payment of all outstanding fees and other charges, unless our professional obligations require us to do so sooner. We reserve the right to retain a copy of the Client Materials. If you ask us to send you paper copies of documents that we maintain solely in electronic form, scan paper documents into an electronic format, or convert electronic documents from one electronic format into another, you agree to pay the costs of printing those documents, scanning them, or converting them to a different electronic format, including making a prepayment for such expenses upon request from us. Once you have requested which Client Materials you wish to receive as set forth herein and we have complied with the request, we have no further obligation to you to keep any of the Client Materials, although we may at our sole discretion.

If you do not request the Client Materials when this matter ends, we will keep them for a period of time (currently three years for most documents) after the conclusion of the matter. In so doing, we will follow our own records retention policy, not yours. Retaining those or other materials does not constitute the performance of legal services for you and does not create or revive an attorney-client relationship between us.

Ultimately, unless you request the Client Materials, we may destroy the Client Materials, without any additional notice to you, in accordance with our records retention schedule then in effect.

Outside Contractors and Service Providers

Like many law firms and other organizations, from time to time we use or deal with outside contractors, third-party service providers, and others in connection with certain areas of our practice or operations. These persons may include vendors, consultants, advisors, experts, investigators, court reporters, translators, registered agents, local counsel, or other service providers in areas such as litigation support, filing or document services, document management, storage, cloud computing, information technology, hardware and software systems, law firm practice management, accounting and financial matters, electronic billing vendors, and the like. Additionally, we may use temporary or contract attorneys and paralegals in certain situations, and outside subconsultants who may or may not be attorneys or paralegals. In performing their services, those persons may have some access to confidential information, and we will take appropriate steps obligating them to preserve the confidentiality of any such information. You consent to our allowing all such outside contractors, subconsultants, and other service providers access to such information as described. Communications directly with or that include outside

SledgeLaw Group PLLC – BSEACD

July 31, 2024

contractors, subcontractors, consultants, subconsultants, and other service providers may or may not be confidential or attorney-client privileged, whether oral or written and depending on the nature of and facts related to the communication, and you assume and accept the risk that confidentiality or privilege may be lost with respect to such communications by signing this agreement or by approving any subconsultant or other outside service provider.

Unless special arrangements are made, you are responsible for paying the bills from outside contractors and service providers used on this matter. We will either instruct them to bill you directly for their services, or, in our discretion, we may include those sums in our invoices to you and pay outside bills or invoices for certain amounts.

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system. The Supreme Court of Texas and the Court of Criminal Appeals are committed to

eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession. The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem. The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence. These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed. We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed - A Mandate for Professionalism**" as attached hereto and made a part hereof. *In Chambers, this 7th day of November, 1989.*

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