



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

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**Thursday, January 9, 2025**

**5:00 PM**

**IN-PERSON**

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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, January 9, 2025** 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 Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Homeland Security). No final action or decision will be made in Executive Session.

- 1. Call to Order.**
- 2. Citizen Communications (Public Comments of a General Nature).**
- 3. Discussion and possible action related to finalizing the November 5, 2024 General Election and qualifying Director(s) for office including, but not limited to, approval of Director bonds.**
- 4. Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
  - a. Approval of Financial Reports under the Public Funds Investment Act, Directors’ Compensation Claims, Specified Expenditures greater than \$5,000.

- b. Approval of minutes of the Board's December 12, 2024, Regular Meeting and Public Hearing.
- c. Approval of out-of-state travel for two staff members to attend conference.

**5. General Manager's Report.**

- a. Review of key team activities/projects.
- b. MoPac South Comment Period extension (to 1/28/25)
- c. Antioch Cave tour in February
- d. Response to RFQ for TAS modeling support
- e. Update on proposed Agreed Order with Aqua Texas, Bliss Spillar Lower Trinity
- f. Aquifer status update.
- g. Upcoming events of possible interest.

**6. Discussion and Possible Action.**

- a. Discussion and possible action authorizing GM to declare the next stage of drought.
- b. Discussion and possible action related to the performance and compliance of District permittees with their User Drought Contingency Plan curtailments.
- c. Discussion and possible action related to the receipt and approval of the FY 24 Financial Audit report provided by P. Andrew Hall, LLC.
- d. Discussion and possible action related to an ESRI Small Utility Cloud-Based Enterprise, a three-year agreement that will grant District staff access to ESRI term license software.

**7. Presentation by Dr. Jordan Furnans, LRE Water on Well-Impact Analysis project findings.**

**8. 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.

**9. Adjournment.**

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

opportunity for effective communications will be provided upon request. Please contact the District office at 512-282-8441 at least 24 hours in advance if accommodation is needed.

Item 1

Call to Order

## Item 2

### Citizen Communications

## Item 3

Discussion and possible action related to finalizing the November 5, 2024 General Election and qualifying Director(s) for office including, but not limited to, approval of Director bonds.

## Item 4

### Consent Agenda

- a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, Specified Expenditures greater than \$5,000.
- b. Approval of minutes of the Board's December 12, 2024, Regular Meeting and Public Hearing.
- c. Approval of out-of-state travel for two staff members to attend conference.

# **Financial Reports – January 2025**

## **January 9, 2025 Board Meeting**

(These report numbers are pre-audit adjustments)

**1. Profit and Loss Budget vs Actual**

September 1, 2024 through December 31, 2024

**2. Profit and Loss Previous Year Comparison**

September 1, 2024 through December 31, 2024

**3. Balance Sheet Previous Year Comparison**

As of December 31, 2024 (compared to December 31, 2023)

**4. Truist Bank Statement**

**5. Truist Credit Card**



**1. Profit and Loss Budget vs Actual**

September 1, 2024 through December 31, 2024

## Item 5

### General Manager's Report

- a. Review of key team activities/projects.
- b. MoPac South Comment Period extension (to 1/28/25)
- c. Antioch Cave tour in February
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- e. Update on proposed Agreed Order with Aqua Texas, Bliss Spillar Lower Trinity
- f. Aquifer status update.
- g. Upcoming events of possible interest.

# Summary of Team Activities in January 2025

## **Aquifer Science Team**

### December Activities

- Aquifer test requirements rules and guideline doc update
- BS Multiport WQ Measurements
- BSEACD & COA ILA check-in meeting
- TAS Phase II RFQ
- Abandoned well risk assessment: Most project data have been collected, with the exception of well integrity specifications. This part of the dataset will require more in-depth research.
- District drought analysis: Completed data collection for project variables.

### On Deck:

- Well impact analysis draft report review
- Barton Springs manual flow measurements
- Multiport well visits
- COA & USGS sampling cooperation
- TAS modeling Phase II cont.
- Annual HCP preparations
- Abandoned well risk assessment: Parameter evaluation and selection with Aquifer Science Team. Much of January will be used to research and compile well specification data and prepping the collected project data for analysis.
- District drought analysis: Prep the collected project data for analysis. Create metadata for District History.

## **Administration Team**

- Annual permit fees and production fees continue to be sent through QuickBooks Online.
- Policies continue to be evaluated and improved upon.

## **Regulatory Compliance Team**

### December Activities:

- Staff continued to process new applications and assist permittees with drought compliance.
- Staff continued to work on ensuring compliance with all Agreed Orders; waiting on response from Aqua Texas – Bliss Spillar (Lower Trinity) in regard to the Agreed Order sent by staff in December.
- Staff working with other staff to complete draft of the District’s HCP annual report/meeting of the MAC.
- Staff continuing to work with LRE on completion of the database development.
- Staff will meet with Rules and Enforcement Committee to discuss potential changes to hydro tier rules and guidelines.

### On Deck:

- Awaiting submission of Anthem production permit and Aqua TX- Sierra West 2 volume amendment.

## **Communications and Outreach Team**

### December Activities:

- Collaborated with EARDC to prepare and organize 2025 Kent Butler Scholarship program
- Partnered with Lady Bird Johnson Wildflower Center to do posts on native plants and recharge zones.
- Confirmed collaboration between District and University of Texas for Hot Science/Cool Talks event.
- Worked with UT to confirm presentation for high school students during UT Texas Science Festival.

### On Deck:

- Help collect native seeds with Austin Water Wildlands Conservation on Onion Creek; use information and photos for potential social media and blog content.

- Promote the Kent Butler Scholarships for 2025.
- Attend Texas Water Development Board Water for Texas Conference.
- Organize Hot Science/Cool Talks event in partnership with University of Texas for March 28, 2025.

# **Status Report Update January 9, 2025 Board Meeting**

**Summary of Significant Activities – Prepared by Staff Leads**

## **Upcoming Dates of Interest**

- Texas Water Development Board Water for Texas Conference – January 27-29, Austin, TX
- 2025 Central Texas Water Conservation Symposium – February 13, Austin, TX
- Texas Land Conservation Conference – February 26-28, Austin, TX

# DROUGHT MANAGEMENT

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

The District declared Stage III Critical Drought on October 3. This is a result of the [Lovelady monitor well's](#) 10-day groundwater level reaching below the District's Stage III threshold of 462.7 feet mean sea level (ft-msl) on Oct. 1.

December, typically our ninth wettest month with an average rainfall of 2.7 inches, has brought 1.5 inches of precipitation to the Hill Country—a 1.2 inch deficit this month. From January through December, the region has received an average of 31.2 inches of rainfall, falling 5.1 inches short of the typical annual average.

As of January 2, the 10-day average flow at Barton Springs is 16.3 cubic feet per second (cfs). Recent pool maintenance and spillway operations have affected pool levels, potentially impacting the accuracy of the USGS real-time gauge. To ensure accuracy, manual measurements have been conducted, with the most recent on December 31. The 16.3 cfs measurement hovers about 2 cfs above the Stage 4 Exceptional Drought threshold of 14 cfs. The next measurement is scheduled for mid-January.

As of January 2, the 10-day average water level at the Lovelady monitor well was recorded at 458.3 feet above mean sea level (ft-msl), placing it within the District's Stage 3 threshold and approximately one foot above the Stage 4 Exceptional Drought threshold.

The Upper and Middle Trinity Aquifers saw a slight increase in levels from the November and December rains, however have returned to a steady decline as of January 2.

Jacob's Well Spring (JWS) reported minimal flow (below 0.2 cfs) for all of December. Meanwhile, the Blanco River gauge at Wimberley maintains flows between 7 and 9 cfs.

# DISTRICT PROJECTS

## **GMA Joint Planning**

### ➤ ***GMA 10 Coordination (Tim, Bri)***



The GMA 10 joint-planning group met on December 9 to review and discuss District management plans. The District's presentation focused on a unique feature of our management plan – the Habitat Conservation Plan and a related abandoned well risk analysis project that is underway. The analysis is expected to inform a new abandoned well program to be developed in 2025. The next GMA 10 meeting is scheduled for March 17, 2025. 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 will present the results of the well-impact analysis (WIA) project at the January 9, 2025 regular Board meeting.

## ***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 December aquifer science staff has also been working closely with the GM to oversee completion of the Well Impact Analysis being performed by LRE. Two abstracts were submitted for presentation at the Geological Society of America South Central section meeting in March 2025: one on multiport data from the Trinity Aquifer and the other on multiport data from the newly installed Barton Springs well. Justin Camp and Jeff Watson are planning to attend the conference to present the findings of these investigations.

## **Habitat Conservation Plan (Staff)**

- **FY 2024 HCP Report:** Staff have commenced preparations for meetings, presentations and the delivery of a final report to the Fish and Wildlife Service, scheduled for late February 2025.
- **Planning for Technical Tasks:** In Fall 2024 Aquifer Science staff will collaborate with COA and USGS staff on a water chemistry and isotope study of the Edwards Aquifer which involves collecting groundwater samples from the new Barton Springs Multiport Well. The study will improve our understanding of the localized Barton Springs flow system and guide potential strategies to protect the endangered salamanders.
- In August the new Garrison Park dedicated monitoring well was instrumented with a telemetered water quality monitoring system which will provide real-time measurements of pH, Dissolved Oxygen, and Conductivity. This system will provide a valuable dataset for understanding how key water quality parameters deeper in the Edwards Aquifer vary over time in response to changing aquifer conditions. While similar datasets exist at the spring outlets, this will be the first time this type of data has been

collected deeper in the aquifer. These data will be an important addition to our HCP-related data collection efforts.

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

A no-cost extension was agreed to with a new task order and completion date of January 17, 2025.

### **District Drought Temporal Analysis -- (Bri)**

In this project, District drought triggers will be analyzed against several drought indicators to assess the spatial and temporal scale of drought conditions within District territory. Multiple statistical analyses will be conducted to gain greater insight into indicators actively contributing to drought conditions. Analysis will begin by evaluating the exploratory statistics of the dataset to determine which variables follow a normal distribution and which are skewed. Assuming a normal distribution for each variable, parametric statistics will be used to analyze the dataset. A correlation matrix will be created using Pearson's  $r$  to determine relationships between each variable. The null hypothesis will be tested using the coefficient of determination – a test that indicates significance of the results. Assuming no collinearity is detected, a multiple regression test will be conducted to identify the impact of each drought indicator on drought conditions. An ANOVA test and t-test will be used to indicate the significance of the entire statistical model and of each individual variable in the model.

Data collection for this project is near completion, and much of January will be used to prep project data for analysis.

### **Abandoned Well Vulnerability Assessment -- (Bri)**

As part of the Habitat Conservation Plan (HCP), the District has committed to establishing a reserve fund specifically designated for supporting an abandoned well program. Abandoned wells pose a significant risk of groundwater contamination. The primary objective of this project is to develop an index for assessing abandoned well vulnerability, identifying the most critical factors to consider in the District's efforts to protect our aquifer systems. This index will serve as a tool for prioritizing well plugging activities, including the identification of abandoned well owners most in need of financial assistance.

Initial indicators have been delineated based on relevance to the District and surrounding community. Data is being collected for each indicator, and indicator parameters still need to be discussed and determined. Following the completion of the index, a correlation matrix will be created using Pearson's  $r$  to determine relationships between each variable. The null hypothesis will be tested using the coefficient of determination – a test that indicates significance of the results. Assuming no collinearity is detected, an analytic hierarchy process (AHP) analysis and Fuzzy analysis will be conducted to determine each indicator's hierarchy and weight. A hazard map, vulnerability map, and importance map will be created in a spatial analysis that applies the created index. These maps will be overlain to create a total risk map that can be used to identify priority wells.

Data collection for this project is near completion, excluding well integrity data points. Much of January will be used to research and compile well specification data and prepping the collected project data for analysis.



### **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, Bri*)**

Staff was unable to attend the December 6, 2024 meeting. The next meeting is scheduled for February 12, 2025.

### **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**

There are no updates to report other than a planned Rules and Compliance Committee meeting scheduled for January 8, 2025 to discuss recommended amendments to the aquifer test requirement tiers for the new IPPs in the Trinity Aquifer.

### **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 III drought curtailments for December.

### **Enforcement and Compliance Matters (Erin)**

<b>Compliance/Enforcement</b>			
<b>Permittee or Entity Name</b>	<b>Aquifer</b>	<b>Use Type</b>	<b>Notes</b>
Aqua Texas – Bear Creek Park	Edwards	PWS	Agreed Order Executed.
Aqua Texas – Bliss Spillar (Edwards)	Edwards	PWS	Agreed Order Executed.
Aqua Texas – Bliss Spillar (Lower Trinity)	Lower Trinity	PWS	Waiting on response from permittee to the sent Agreed Order.
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 Executed; working to fulfill the final technical requirements.

### **Permitting Activity (Erin, Jacob)**

<b>Upcoming</b>					
<b>Precinct</b>	<b>Application Type</b>	<b>Aquifer</b>	<b>Applicant Name</b>	<b>Use Type</b>	<b>Volume Request (GPY)</b>
1 - Cradit	Plugging (2)	Edwards	Liberty Civil Construction	Abandoned	0 - Plugging
2- Stansberry	Production (Conditional Class A)	Edwards	TBD – Consultant is Atlas Design	Commercial	TBD

2 – Stansberry	WDA/Production	Middle Trinity	Bryan Boyd is consultant	Commercial – Medical Clinic	TBD
1 - Cradit	unknown	unknown	Chagnon, Pax and Ashley	Domestic	TBD
2- Stansberry	Production (Conditional Class C)	Edwards	Grove Place	Commercial	TBD
<b><i>In Review</i></b>					
<b><i>Precinct</i></b>	<b><i>Application Type</i></b>	<b><i>Aquifer</i></b>	<b><i>Applicant Name</i></b>	<b><i>Use Type</i></b>	<b><i>Volume Request (GPY)</i></b>
5 – Puig-Williams	Combo Drill/Production	Edwards	Prominence Midtown, LP	Irrigation	TBD
1 – Cradit	Exempt/Replacement	Middle Trinity	Covey, Michael	Domestic	7 GPM
1 – Cradit	Combo Drill/Production	Middle Trinity	Far South Mining, LLC	Industrial	1,456,000
1 – Cradit	Exempt	Edwards	Shane Helm	Domestic	7 GPM
<b><i>Recently Approved and/or Admin Complete</i></b>					
<b><i>Precinct</i></b>	<b><i>Application Type</i></b>	<b><i>Aquifer</i></b>	<b><i>Applicant Name</i></b>	<b><i>Use Type</i></b>	<b><i>Volume Request (GPY)</i></b>
1 - Cradit	Production	Middle Trinity	Driftwood Water Conservation LLC (Whiskey Ridge)	Commercial	7,931,000
3 – Lucas	Plugging	Edwards	Hughey, Cameron	Abandon	N/A
1 – Cradit	Plugging	Chalk	City of Austin	Abandon	N/A
3 - Lucas	Plugging	Edwards	Austin Hot Lava, LLC	Abandon	N/A
1 - Cradit	LPP	Upper Trinity	Chris and Linsey Delmark	Domestic	250,000

# **AQUIFER STUDIES**

*(Jeff, Justin, and Tim)*

## **Permitting Hydrogeologic Studies:**

AS staff continues to work with Regulatory Compliance on permitting issues as they arise, including provided geologic interpretation of geophysical logs prior to final well completion to ensure that new wells are completed accurately within the target water-bearing interval. In December 2024, AS staff coordinated with consultants on an aquifer test performed on a newly drilled test well in the Sierra West Neighborhood, and will perform an independent evaluation of the test data.

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

- 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. Sampling will begin in the fall.
- Texas Water Development Board (TWDB) sampling – collecting water level, water quality and chemistry from select wells with funding provided by TWDB.
- Magellan Pipeline annual sampling (TPH & BTEX)
- Aquifer Test plans – evaluating submitted plans, designing monitor well networks, and data collection for analysis

## **Field Activities:**

- Barton Springs multiport well water quality measurements
- Cooperating with USGS and City of Austin staff to confirm accurate real-time gauge reporting at Barton Springs and Lovelady. Conducting bi-weekly to monthly field measurements.
- Cooperating with USGS staff to confirm accurate real-time gauge reporting at Jacob’s Well and the Blanco River at Wimberley.
- Calibrating telemetry monitoring equipment at the Needmore index well (Amos) and reviewing pumping and water-level data as drought worsens.
- Antioch- Continuing to maintain the system and to collect data on flow into the vault (when there is flow). A recent visit to Antioch Cave to assess operating components and electronics indicated the need to recondition most electrical systems.
- Well monitoring- Because of drought, staff are increasing the amount of time maintaining equipment in numerous monitor wells and downloading and interpreting data; and occasionally checking on wells that have been reported as “dry”.

## **Trinity Aquifer Modeling Development:**

Aquifer science staff are actively working to advance Phase II of development of the Trinity Aquifer Sustainability model. In December 2024 an RFQ was issued for to find a consultant to work with aquifer science staff for completion of Phase II of TAS development. Three statements of qualification

were received in response to the RFQ and AS staff has been working with the GM to evaluate these SOQs. TAS Phase II is planned to begin in early 2025.

# COMMUNICATIONS AND OUTREACH

(Shay)

## Drought Communications

- [November Drought Update](#)
- Drought-related social media post
  - o <https://www.facebook.com/share/v/1FsqfWfija/>

## Articles/News Segments in which the District was Mentioned

- Little Bear Recharge Enhancement Project – How it impacts the District - [BSEACD](#)

## Outreach

### Kent Butler Scholarship

- The District will award five students \$1,100 scholarships to attend 5-day overnight Aquatic Science Adventure Camp through Texas State University. Shay has planned out scholarship details for 2025 in partnership with Edwards Aquifer Research and Data Center (EARDC).
- Scholarships will open on January 27, close on February 28, and winners will be announced on Thursday March 6.
- Students will submit a completed application form, one-page essay, and artwork.

### Well Owner Welcome Kits

- Dozens of these informational folders have been assembled for Jacob to give out at Post Construction Well Inspections and well owners who come into the office. Individual handouts have also been stocked in the documents display in the lobby of the office.

### Hot Science – Cool Talks

- In place of the Groundwater Symposium this year, the District will partner with the University of Texas on their Hot Science – Cool Talks event. Dr. Robert Mace has been invited by UT to speak about groundwater.
- Shay will be responsible for recruiting a dozen relevant organizations to exhibit before the talk during the “Cool Activities” portion of the evening. The District will be one of the participating organizations. She will be regularly meeting and working with the UT staff to coordinate this event over the next couple of months.
- This event is set for 5:30pm on Friday, March 28 at Welch Hall on UT campus.

### Lady Bird Johnson Wildflower Center Social Media

- The District is partnering with the Wildflower Center on a series of social media posts to educate their audience about groundwater, recharge zones, and drought tolerant plants. This is anticipated to increase awareness of the District and increase followers across Facebook, Instagram, and LinkedIn.
- The first post was published on Saturday, December 14 and focused on caves and recharge at the Wildflower Center. The other posts will also be published this winter.

- This collaborative social media post received a lot of engagement, especially on Instagram, including 8,438 views, 713 likes, 6 comments, 21 shares, and 24 saves.

### Digital Communications Data

Social Media Data for November 2024				
Platform	December Reach	% MOM Growth: Dec vs. Nov	December Followers	% MOM Growth: Dec vs. Nov
Facebook	2,545	-71%	1,984	0%
Instagram	2,234	-6%	1,427	1%
Twitter	421	-30%	810	-2%
LinkedIn	1,194	-33%	377	2%

A combination of the holidays, a lack of precipitation activity, no events, and no changes in drought stages (either a decline or incline) has resulted in a decline in activity across all social media outlets. As we promote scholarship applications and upcoming events, engagement will likely rise across all of the outlets.

Email	# Sent	# Opened	Open Rate %	# Clicks	Click Rate %
<a href="#">November/December Newsletter</a>	2,346	1,185	51%	194	16%

## **ADMINISTRATION**

*(Tim, Hannah, and Tina Cooper/AAG)*

The District's auditor, P. Andrew Hall, LLC has submitted a draft audit report and engaged in a discussion with the GM to finalize the report for presentation at the January 9 regular Board meeting.

*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-paids, 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 6

### Board Discussion and Possible Action

- a. Discussion and possible action authorizing GM to declare the next stage of drought.

## Item 6

### Board Discussion and Possible Action

- b. 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

- c. Discussion and possible action related to the receipt and approval of the FY 24 Financial Audit report provided by P. Andrew Hall, LLC.

## Item 6

### Board Discussion and Possible Action

- d. Discussion and possible action related to an ESRI Small Utility Cloud-Based Enterprise, a three-year agreement that will grant District staff access to ESRI term license software.



November 21, 2024

Bri Moore  
Barton Springs Conservation District  
1124 Regal Row  
Austin, TX 78748-3701

Dear Bri,

The Esri Small Utility Cloud-Based Enterprise Agreement (SUCBEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.
- Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility Cloud-Based EA offer are for utilities with a total meter count which falls under the applicable tier in the EA Small Utility Cloud-Based Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter count does not fall within this range, please confirm your current meter count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY CLOUD-BASED EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: <a href="mailto:service@esri.com">service@esri.com</a>
Attn: Customer Service SUCBEA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jay Hoffman



# Quotation # Q-536337

Date: November 21, 2024

Customer # 40044 Contract # ENTERPRISE AGREEMENT

Barton Springs Conservation District  
1124 Regal Row  
Austin, TX 78748-3701

ATTENTION: Bri Moore  
PHONE:  
EMAIL: bmoore@bseacd.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 11/20/2024 To: 2/18/2025*

## Small Cloud EA 2024-2027

Material	Qty	Term	Unit Price	Total
178556	1	Year 1	\$5,300.00	\$5,300.00
Meter Counts of 0 to 10,000 Small Utility Cloud-Based Enterprise Agreement Annual Subscription				
178556	1	Year 2	\$5,300.00	\$5,300.00
Meter Counts of 0 to 10,000 Small Utility Cloud-Based Enterprise Agreement Annual Subscription				
178556	1	Year 3	\$5,300.00	\$5,300.00
Meter Counts of 0 to 10,000 Small Utility Cloud-Based Enterprise Agreement Annual Subscription				

## Year 1: 2024-2025

Material	Qty	Term	Unit Price	Total
165560	2		\$325.00	\$650.00
ArcGIS Spatial Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription				
165557	1		\$325.00	\$325.00
ArcGIS Geostatistical Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jay Hoffman	<b>Email:</b> jhoffman@esri.com	<b>Phone:</b> 1-800-447-9778 x5675
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



# Quotation # Q-536337

Date: November 21, 2024

Customer # 40044 Contract # ENTERPRISE AGREEMENT

Barton Springs Conservation District  
1124 Regal Row  
Austin, TX 78748-3701

ATTENTION: Bri Moore  
PHONE:  
EMAIL: bmoore@bseacd.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 11/20/2024 To: 2/18/2025*

## Year 2: 2025-2026

Material	Qty	Term	Unit Price	Total
165560	2		\$325.00	\$650.00
ArcGIS Spatial Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription				
165557	1		\$325.00	\$325.00
ArcGIS Geostatistical Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription				

## Year 3: 2026-2027

Material	Qty	Term	Unit Price	Total
165560	2		\$325.00	\$650.00
ArcGIS Spatial Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription				
165557	1		\$325.00	\$325.00
ArcGIS Geostatistical Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription				

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<b>For questions contact:</b> Jay Hoffman	<b>Email:</b> jhoffman@esri.com	<b>Phone:</b> 1-800-447-9778 x5675
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		





# Quotation # Q-536337

Date: November 21, 2024

Customer # 40044 Contract # ENTERPRISE AGREEMENT

Barton Springs Conservation District  
1124 Regal Row  
Austin, TX 78748-3701

ATTENTION: Bri Moore  
PHONE:  
EMAIL: bmoore@bseacd.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 11/20/2024 To: 2/18/2025*

Subtotal:	\$18,825.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$18,825.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jay Hoffman	<b>Email:</b> jhoffman@esri.com	<b>Phone:</b> 1-800-447-9778 x5675
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# Quotation # Q-536337

Date: November 21, 2024

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

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Barton Springs Conservation District  
1124 Regal Row  
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Quote is valid from: 11/20/2024 To: 2/18/2025*

ATTENTION: Bri Moore  
PHONE:  
EMAIL: bmoore@bseacd.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ \_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jay Hoffman	<b>Email:</b> jhoffman@esri.com	<b>Phone:</b> 1-800-447-9778 x5675
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**Esri Use Only:**

Cust. Name \_\_\_\_\_

Cust. # \_\_\_\_\_

PO # \_\_\_\_\_

Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
SMALL UTILITY CLOUD-BASED  
(E215-7)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities (annual subscription)**

<b>ArcGIS Online User Types</b> ArcGIS Online Viewer User Types	
--	--

**Capped Quantities (annual subscription)**

<b>ArcGIS Online User Types</b>		<b>ArcGIS Online Apps and Other</b>	
ArcGIS Online Creator User Type	10	ArcGIS Online Service Credits	5,000
ArcGIS Online Professional User Type	10		
		<b>ArcGIS Online Apps and Other</b>	
		ArcGIS Insights for ArcGIS Online	1

**Other Benefits**

Number of Tier 1 Help Desk individuals authorized to call Distributor	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Barton Springs Edwards Aquifer Conservation District  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: Bri Moore

Telephone: 512-282-8441

Address: 1124 Regal Row

Fax: \_\_\_\_\_

City, State, Postal Code: Austin, TX 78748

E-mail: bmoore@bseacd.org

Country: \_\_\_\_\_

Quotation Number (if applicable): Q-536337

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.



5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
  - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
  - b. The following information will be included in each Ordering Document:
    - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
    - (2) Order number
    - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



## Item 7

Presentation by Dr. Jordan Furnans, LRE Water on  
Well-Impact Analysis project findings.

## Item 8

### 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 9

Adjournment