



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

Thursday, July 8, 2021

4:00 PM

VIDEO CONFERENCE

NOTICE OF OPEN MEETING

Notice is given that a **Special Meeting and Two Public Hearings** of the Board of Directors (Board) of the Barton Springs/Edwards Aquifer Conservation District to be held on **Thursday, July 8, 2021**, commencing at **4:00 p.m. via Telephone and Videoconference** pursuant to Texas Government Code, Sections 551.125, 551.127 and 551.131, as modified by the Governor of Texas (Governor) who ordered suspension of various provisions of the Open Meetings Act, Chapter 551, Government Code, effective March 16, 2020, in accordance with the Texas Disaster Act of 1975. Under his proclamation of March 13, 2020, the Governor certified that the COVID-19 pandemic poses an imminent threat of disaster and declared a state of disaster for all counties in Texas. The COVID-19 pandemic makes it difficult to convene a quorum of the Board at one location with the public. Moreover, the COVID-19 pandemic creates an emergency and unforeseeable situation, a sense of urgency, and immediacy for conducting the meeting via Telephone and Videoconference.

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

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

INSTRUCTIONS FOR JOINING MEETING

You may join the meeting by one of two options:

- 1. Join the Meeting using the Zoom link**– use your computer audio/video features

<https://us02web.zoom.us/j/83815354713?pwd=VIE5MjhLTUQ2QVFCWThaRmhSNGhOdz09>
Meeting ID: 838 1535 4713
Passcode: 821328

Helpful Tips – For tips on how to set up Zoom on your device prior to the Board Meeting, visit the District's Board Meeting webpage: <https://bseacd.org/transparency/agendas-backup/>

- 2. Join the Meeting by Telephone only**

Meeting Dial In +1-346-248-7799
Meeting ID: 838 1535 4713
Passcode: 821328

INSTRUCTIONS FOR PUBLIC COMMENTS

1. Register for Public Comment prior to Board Meeting Day - Persons wishing to provide public comment must register by calling (512-282-8441) or emailing tammy@bseacd.org by **5:00 p.m. on Wednesday, July 7, 2021**. Please include the following information in the registration:
 - a. first and last name
 - b. email address
 - c. phone number
 - d. the agenda item on which you wish to comment
 - e. indicate whether you would like to comment the day of or have your written comments submitted read into the record, and
 - f. include written comments, if any.

2. Public Comments at the Board Meeting – Each registered person will be recognized and identified by the Presiding Officer or staff moderating the communications when it is their turn to speak. **Public comment is limited to 3 minutes per person**. Only persons who have registered in advance to give public comment during the meeting will be allowed to provide comment.

DOCUMENTATION FOR AGENDA ITEMS

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.

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 4:00 p.m.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
 - a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **Not for public review**
 - b. Approval of minutes of the Board's June 10, 2021 Special Meeting and Public Hearing. **Not for public review at this time**
 - c. Approval of Master Service Contract with GSI Environmental, Inc. to provide tutorials on groundwater modeling using Groundwater Vistas, and to assist with transition of the District's steady-state, in-house model to a transient model." **Pg. 12**
 - d. Approval of Amendment No. 1 to the Hays County ILA and MOU (related to study of the Trinity Aquifers in Hays County and the Region) executed on October 19, 2019, to extend the termination date to August 31, 2022. **Pg. 16**
 - e. Approval of Amendment No. 2 to the HTGCD ILA Related to Construction of a Monitor Well in the Trinity Aquifer, executed on March 12, 2020, and amended on October 8, 2020 with Amendment No. 1. The only change is the extension of the termination date to August 31, 2022. **Pg. 25**
4. **Public Hearings.**
 - 4a. **Public Hearing - Rules & Bylaws – See website**

The Public Hearing concerns proposed revisions to the District Rules and Bylaws related generally to: Conservation Credits; Drilling Authorization Extensions; Fee Schedule; Drought Management Fees; Notice of Violation of Overpumpage of Annual Production

Permit; Penalty Criteria, Penalty Range and Enforcement for Overpumpage of Annual Production Permit; and, other general administrative clarifications and corrections.

4b. Public Hearing – Budget & Fee Schedule

The Public Hearing concerns the District’s proposed fiscal year 2022 Budget and Fee Schedule. At the conclusion of this Public Hearing the Board may approve the fiscal year 2022 proposed Budget and the fiscal year 2022 Fee Schedule. **Pg. 35 & Pg. 40**

5. Discussion and Possible Action.

- a. Discussion and possible action on the approval of the proposed changes to the District’s Rules & Bylaws.
- b. Discussion and possible action on approval of the FY 2022 Fee Schedule by Resolution #070821-01. **Pg. 49**
- c. Discussion and possible action on approval of the FY 2022 proposed Budget.
- d. Discussion and possible action on permittee’s monthly drought compliance.
- e. Discussion and possible action on the Status of Aquifer Conditions and possible change in drought status.
- f. Discussion and possible action related to authorize the General Manager to require a representative of Aqua Texas-Bliss Spillar to appear before the Board of Directors in August at a Show Cause Hearing, if necessary, for noncompliance with District Drought Rules and its Permit. **Pg. 54**
- g. Discussion and possible action related to accept resignation of Director Blake Dorsett and to fill the vacancy on the Board of Directors.
- h. Discussion and possible action to elect a Board Secretary.

6. General Manager’s Report. Discussion and possible action.

Topics

- a. Update on options to conduct Board meetings in person, by telephone and video conference. **Pg. 73**
- b. Update on personnel matters – Hybrid phase of remote/in person.
- c. Update on upcoming Board Committee activity
- d. Review of Status Report and update on team activities/projects. **Pg. 87**
- e. Upcoming events of possible interest.

7. Director Reports.

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

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

8. Adjournment.

Item 1

Call to Order

Item 2

Citizen Communications

Item 3

Consent Agenda

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

- a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000.**
- b. Approval of minutes of the Board's June 10, 2021 Special Meeting and Public Hearing.**
- c. Approval of Master Service Contract with GSI Environmental, Inc. to provide tutorials on groundwater modeling using Groundwater Vistas, and to assist with transition of the District's steady-state, in-house model to a transient model."**
- d. Approval of Amendment No. 1 to the Hays County ILA and MOU (related to study of the Trinity Aquifers in Hays County and the Region) executed on October 19, 2019, to extend the termination date to August 31, 2022.**
- e. Approval of Amendment No. 2 to the HTGCD ILA Related to Construction of a Monitor Well in the Trinity Aquifer, executed on March 12, 2020, and amended on October 8, 2020 with Amendment No. 1. The only change is the extension of the termination date to August 31, 2022.**

**Master Services Contract for Certain Services Requested by
Barton Springs / Edwards Aquifer Conservation District
To Be Delivered Under Task Orders Issued To
GSI Environmental, Inc.**

This agreement establishes the contractual provisions by which the Barton Springs/Edwards Aquifer Conservation District (hereinafter “District”), 1124 Regal Row, Austin Texas 78748, Tel. 512-282-8441, a local political subdivision of the State of Texas; will engage **GSI Environmental, Inc.** as contractor (hereinafter “Contractor”), 19200 Von Karman Avenue, Suite 800, Irvine California 92612, Tel. 949-679-1070. This agreement is made by the District and the Contractor (hereinafter collectively “the Parties”) with an effective date of **July 8, 2021**, and will terminate no later than August 31, 2021, subject to the funding limitation and term provisions of Section III below.

**Section I
Engagement of Contractor**

The District is a political subdivision of the State and is responsible for the protection, conservation, and management of groundwater within its jurisdictional boundaries in the Austin/Central Texas area. The Contractor is **GSI Environmental, Inc.** The District agrees to engage Contractor to supply certain services, specified generally below and more specifically by individual task orders authorizing specific work under the terms and conditions set forth in this contract, and the Contractor agrees to perform such services under the terms and conditions set forth in this contract and the individual task orders, if any. No minimum amount of contracting is guaranteed under this Master Services Contract, and the District reserves the right, in its sole discretion, to issue task orders to Contractor.

**Section II
Scope, Compensation and Deliverables**

Work will be authorized for performance only under negotiated task orders pursuant to this Master Services Contract. The scope of services to be provided by Contractor under the task order will be in the following area:

- Provide tutorials on groundwater modeling using Groundwater Vistas, and assist with transition of the District’s steady-state, in-house model to a transient model.

The work under each task order will be compensated on a time-and-materials basis or, depending upon the nature of the work, on a negotiated fixed-price basis. Each task order will define a “not to exceed” cost for that task order service. No commitment shall have been made by the District, and the Contractor is under no obligation to commence work, until such a task order has been made by the District and accepted by the Contractor, both in writing. Executed task orders shall become a part of this Agreement and upon execution, shall be considered notice to the Contractor to proceed. Work on each task order will be invoiced separately, generally at the completion of the task order, unless otherwise negotiated. District will pay all undisputed amounts promptly in accordance with Texas Government Code §2251.021(a) no later than 30 days after presentation of an accurate invoice receipt.

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

Section III Term, Termination

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

The District may terminate this agreement with or without cause at any time, and will pay Contractor for any incurred or irrevocably committed costs to that date. Contractor may terminate this agreement with 30 days written notice.

Section IV Relationship of Parties, Liaison

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

Section V Miscellaneous

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

the recipient's address as stated in the opening paragraph of this contract; or (iii) upon delivery by a national courier service, capable of tracking and documenting shipping and delivery, to the recipient at the address stated in the opening paragraph of this contract.

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

The parties have executed this agreement in Austin, Texas on the 8th day of July, 2021.

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

For GSI Environmental, Inc.

Contractor:

Blayne Stansberry
Board President

Date

Date

Attest:

Approved as to Form:

Tammy Raymond
Assistant Secretary to the Board

Date

William D. Dugat, III
Counsel

Date

**AMENDMENT NO. 1 TO THE INTERLOCAL FUNDING AGREEMENT AND
MEMORANDUM OF UNDERSTANDING**

**(RELATED TO STUDY OF THE TRINITY AQUIFERS IN HAYS COUNTY
AND THE REGION)**

This is Amendment No. 1 to the Interlocal Funding Agreement and Memorandum of Understanding between the Barton Springs/Edwards Aquifer Conservation District (BSEACD), and Hays County (the County) which was originally executed on October 10, 2019. This amendment extends the deadline for performing the tasks cited in Exhibit "A" as mentioned in Article 3.2 and clarifies Effective Date and the term of the ILA under Article 4.1 to be consistent with the change to Article 3.2. All other provisions will remain as in the existing ILA.

ARTICLE 3.2

OBLIGATIONS OF THE COUNTY

Hereinafter, Article III shall be modified by changing paragraph 3.2 to read as follows:

3.2 If BSEACD is unable to or does not otherwise perform the tasks cited in Exhibit "A" by August 31, 2022, then BSEACD shall return the monies paid by Hays County within thirty (30) days of August 31, 2022. If BSEACD performs only a portion of the tasks cited in Exhibit "A" by August 31, 2022, then it shall return an appropriate portion of the monies paid by Hays County, as agreed by the Parties.

Hereinafter, Article IV shall be modified by changing paragraph 4.1 to read as follows:

4.1 The Effective Date of this Agreement shall be October 10, 2019. The term of the Agreement shall continue from the Effective Date until August 31, 2022, or until the parties have fulfilled all obligations under this Agreement.

No other changes to the ILA are hereby authorized.

The parties have executed this agreement on the _____ day of _____, 2021.

County of Hays:

By: _____
Judge Ruben Becerra
Hays County Judge

ATTEST:

Elaine Cardenas, Hays County Clerk

Barton Springs Edwards Aquifer Conservation District:

By: _____
Blayne Stansberry
Board President

ATTEST:

By: _____
Tammy Raymond
Assistant Secretary to the
Board of Directors

APPROVED AS TO FORM:

By: _____ Date: _____
William D. Dugat III
Attorney for BSEACD

Mark D. Kennedy Date: _____
General Counsel – Hays County

Hays Co.

**INTERLOCAL FUNDING AGREEMENT
AND MEMORANDUM OF UNDERSTANDING**

This Interlocal Funding Agreement and Memorandum of Understanding (the "Agreement") is hereby executed this the 11th day of October, 2019 by and between the Barton Springs Edwards Aquifer Conservation District, a special district created under Chapter 8802 of the Texas Special District and Local Laws Code and having authority under Chapter 36 of the Texas Water Code ("BSEACD"), and Hays County, a political subdivision of the State of Texas ("the County") (collectively, the "Parties"), related to study of the Trinity Aquifers in Hays County and the region.

RECITALS

WHEREAS, the County and BSEACD have a history of collaborating to study and better understand the availability of groundwater within Hays County and the region; and

WHEREAS, Hays County and BSEACD executed Memorandums of Understanding in 2008 and 2016 to collaboratively review Groundwater Availability Studies in an effort to have a better understanding of the availability of groundwater and to characterize the Trinity Aquifers in central Hays County; and

WHEREAS, BSEACD believes that the installation of a multiport monitor well and a standard monitor well upgradient of Jacob's Well will significantly increase our understanding of groundwater flow to Jacob's Well and the impacts to flow from Jacob's Well by pumping; and

WHEREAS, the Parties agree that the best way to promote their mutual desire to have a better understanding of groundwater availability upgradient and downgradient of Jacob's Well is to collaboratively fund BSEACD's continued study of groundwater within central Hays County;

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions of the Parties in this Agreement, the County and BSEACD agree as follows:

**ARTICLE 1
PURPOSE**

1.1 The purpose of this Agreement is to provide BSEACD with sufficient funding to enhance subsurface characterization in the vicinity of Jacob's Well with the installation of a multiport monitor well within Hays County ("Jacob's Well Multiport Monitor Well"), installation of a standard monitor well, dye tracing, stream-flow measurements, and other activities that will provide data that could support numerical groundwater models (TWDB Hill Country GAM, Blanco River surface-groundwater model (BRATWURST), and a MODFLOW model by BSEACD) and to provide data for management of the groundwater resources of Hays County.

October 10, 2019

**ARTICLE 2
OBLIGATIONS AND RIGHTS OF BSEACD**

2.1 BSEACD hereby agrees to perform all tasks associated with the "Aquifer Studies of the Jacob's Well Area," which is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Project").

2.2 BSEACD agrees to perform the Project in general accordance with the task descriptions provided in Exhibit "A" (incorporated herein), delivering a preliminary report on the Monitor Wells by December of 2020 and continuing to perform support tasks, such as, Potentiometric Measuring, Analysis of Stream Gain/Loss, and Dye Tracing, through the end of calendar year 2020.

**ARTICLE 3
OBLIGATIONS OF THE COUNTY**

3.1 Hays County agrees to provide funding to BSEACD for its Project activities within Hays County as follows: Within thirty (30) days of the Effective Date, the County shall pay BSEACD an amount not to exceed fifty-eight thousand dollars (\$58,000.00 USD) for the installation of a multiport monitor well, a standard monitor well, and the performance of supporting activities, as highlighted in Exhibit "A".

3.2 If BSEACD is unable to or does not otherwise perform the tasks cited in Exhibit "A" by August 31, 2021, then BSEACD shall return the monies paid by Hays County within thirty (30) days of August 31, 2021 calendar year. If BSEACD performs only a portion of the tasks cited in Exhibit "A" by August 31, 2021, then it shall return an appropriate portion of the monies paid by Hays County, as agreed by the Parties.

**ARTICLE 4
TERM AND TIME OF PERFORMANCE**

4.1 The effective date of this Agreement shall be the date last executed by the Parties, below (the "Effective Date"). The term of the Agreement shall continue from the Effective Date until August 31, 2021, or until the Parties have fulfilled all obligations under this Agreement.

**ARTICLE 5
NOTICE**

5.1 Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the County:

Hays County
Attn: Ruben Becerra
County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666
(512) 393-2205

With Copy to:
General Counsel
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
Email: mark.kennedy@co.hays.tx.us

If to the BSEACD:

Barton Springs/Edwards
Aquifer Conservation District
Attn: Alicia Reinmund-Martinez
General Manager
1124 Regal Row
Austin, Texas 78748
(512) 282-8441
(f): (512) 282-7016
Email: areinmund@bseacd.org

**ARTICLE 6
DISPUTE RESOLUTION**

6.1 Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Agreement, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes subject to approval of the part's governing body. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Agreement a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

6.2 Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

6.3 Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent

jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

ARTICLE 7 MISCELLANEOUS

7.1 Not-to-Exceed; Budget Out. Under no circumstances shall BSEACD's obligation exceed the scope of work cited in Section 2.1, above, unless otherwise agreed in writing by the Parties. Notwithstanding any other provision of this Agreement, if the BSEACD or the Hays County Commissioners Court fails to appropriate or budget funds to meet the terms and conditions cited herein, then the non-appropriating entity shall not be obligated to fulfill the its obligations under this Agreement.

7.2 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and BSEACD and supersedes all prior negotiations, representations or arguments either written or oral.

7.3 Lawful Authority. The execution and performance of this Agreement by the County and BSEACD have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and BSEACD in accordance with its terms.

7.4 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

7.5 Independent Parties. It is understood and agreed between the Parties that the County and BSEACD, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture.

7.6 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such 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.

7.7 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.8 No Waiver. No waiver by a Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision

hereof.

7.9 Public Information Act. BSEACD and County are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

7.10 Additional Documents. The BSEACD and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.11 Compliance with Laws. In performing this Agreement, BSEACD will comply with all local, state and federal laws.

7.12 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

[SIGNATURES ON NEXT PAGE]

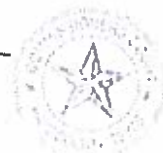
This Interlocal Funding Agreement and Memorandum of Understanding is hereby EXECUTED on this 10th day of October, 2019.

County of Hays:

By: [Signature]
Judge Ruben Becerra
Hays County Judge

ATTEST:

[Signature]
Elaine Cardenas, Hays County Clerk



Barton Springs Edwards Aquifer Conservation District:

By: [Signature]
Blayne Stansberry
Board President

Attest:

[Signature]
Blake Dorsett
Board Secretary

_____ Date

Approved as to Form:

[Signature] 10/10/19
William D. Dugan III
Counsel

_____ Date

[Signature]
Mark D. Kennedy
General Counsel - Hays County

_____ Date

EXHIBIT A

Aquifer Studies of the Jacob's Well Area, Central Hays County

The Barton Springs/Edwards Aquifer Conservation District (BSEACD) is planning studies of the Trinity Aquifers associated with Jacob's Well in central Hays County to gain a better understanding of recharge to the Middle Trinity Aquifer, how groundwater might move vertically between the aquifers, discharge from Jacob's Well, and the potential for groundwater flow further downgradient of Jacob's Well. Results of these studies will be used to determine sustainable yield of the aquifers, develop numerical models, and inform groundwater districts (BSEACD and HTGCD) and Hays County of appropriate groundwater management policies. These numerical models will serve as tools for assessing impacts to Jacob's Well from pumping of the Middle Trinity Aquifer in the vicinity of, and downgradient, of Jacob's Well.

The installation of two monitor wells upgradient of Jacob's Well are proposed as part of these studies. One well will be a multiport monitor well similar to the one in the Rolling Oaks subdivision that was funded in part by Hays County. This multiport well will be installed to monitor five or six unique hydrologic zones. Each of these zones can be tested for hydraulic conductivity, water levels, and water quality. Monitoring and testing of these zones will allow for a detailed analysis of how water moves vertically and horizontally through the aquifers. The second monitor well will be done with a standard completion in which the borehole will be left open for testing and monitoring. Each of these wells will be installed into the Cow Creek Formation to depths of about 250 feet below ground surface. Groundwater samples will be collected from each monitor zone of these wells and analyzed for basic water-quality parameters.

Once these monitor wells are completed, additional dye trace studies will be conducted upgradient of Jacob's Well. These monitor wells could be used for monitoring of the dyes moving through the aquifer or used as injection points for dye. Two to three dyes will be injected into caves, recharge features, or wells. Monitoring of dye movement will be done in Jacob's Well and water-supply wells downgradient of the dye injection points. Periodic water-level measurements will be made in these new monitor wells, and in additional wells in the area to understand how the aquifers respond to drought and pumping. One, or both, of the proposed monitor wells could be used as index wells for determination of drought and excessive pumping.

Estimates of costs for these studies are provided below along with potential contributions from BSEACD and Hays County.

Task	Cost		
	\$K	BSEACD	Hays Co.
Multiport monitor well			
Drilling	20		20
Installation	13		13
Material	17	17	
Standard monitor well	15		15
Dye tracing	8	3	5
Water chemistry	7	2	5
Total	80	22	58

**AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT RELATED TO
CONSTRUCTION OF A MONITOR WELL IN THE TRINITY AQUIFER**

This is Amendment No. 2 to the Interlocal Agreement (ILA) between the Barton Springs/Edwards Aquifer Conservation District (BSEACD), and the Hays Trinity Groundwater Conservation District (HTGCD) (collectively the Districts) which was originally executed on March 13, 2020 and amended on October 8, 2020. This amendment extends the deadline for constructing and initiating data collection from the monitor well under Article 2 of the ILA. All other provisions will remain as in the existing ILA.

**ARTICLE 2
OBLIGATIONS AND RIGHTS OF BSEACD**

Hereinafter, Article II shall be modified by changing paragraph 2.6 to read as follows:

2.6 Unless otherwise agreed to by the parties, if BSEACD is unable to or does not otherwise complete the construction and initiate data collection of the monitor well by August 31, 2022, BSEACD shall return the monies paid by HTGCD within thirty (30) days of the construction and monitoring deadline.

No other changes to the ILA are hereby authorized.

The parties have executed this agreement on the _____ day of July, 2021.

.Hays Trinity Groundwater Conservation District:

By: _____
Board President

Date: _____, 2021

Barton Springs Edwards Aquifer Conservation District:

By: _____
Blayne Stansberry
Board President

Date: _____, 2021

ATTEST:

By: _____
Tammy Raymond
Assistant Secretary to the Board of Directors

Date: _____, 2021

APPROVED AS TO FORM:

By: _____
William D. Dugat III
Attorney for BSEACD

Date: _____, 2021

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT RELATED TO
CONSTRUCTION OF A MONITOR WELL IN THE TRINITY AQUIFER**

This is Amendment No. 1 to the Interlocal Agreement (ILA) between the Barton Springs/Edwards Aquifer Conservation District (BSEACD), and the Hays Trinity Groundwater Conservation District (HTGCD) (collectively the Districts) dated March 13, 2020. This amendment extends the deadline for constructing and initiating data collection from the monitor well under Article 2 of the ILA. All other provisions will remain as in the existing ILA.

**ARTICLE 2
OBLIGATIONS AND RIGHTS OF BSEACD**

Hereinafter, Article II, shall be modified by changing paragraph 2.6 to read as follows

2.6 Unless otherwise agreed to by the parties, if BSEACD is unable to or does not otherwise complete the construction and initiate data collection of the monitor well by August 31, 2021 BSEACD shall return the monies paid by HTGCD within thirty (30) days of the construction and monitoring deadline.

No other changes to the ILA are hereby authorized.


The parties have executed this agreement on the 8th day of October 2020.

Hays Trinity Groundwater Conservation District:

By: 
Linda Kaye Rogers
Board President

Date: October 8, 2020

Barton Springs Edwards Aquifer Conservation District:

By: 
Blayne Stansberry
Board President

{ 5, 12, 2020
3, 12, 2020
HTGCD 25,000
by Dec 31 2020

**INTERLOCAL AGREEMENT RELATED TO
CONSTRUCTION OF A MONITOR WELL IN THE TRINITY AQUIFER**

This Interlocal Agreement is entered into by and between the Barton Springs/Edwards Aquifer Conservation District (BSEACD), and the Hays Trinity Groundwater Conservation District (HTGCD) (collectively the Districts). In this Agreement, the Districts are sometimes individually referred to as District or Party.

WHEREAS, each District is a political subdivision of the State of Texas created under Article XVI, Section 59 of the Texas Constitution, and operates pursuant to the provisions of the Texas Water Code and each District's respective enabling act; and

WHEREAS, the Districts desire to and are authorized to enter into this Agreement pursuant to Texas Interlocal Cooperation Act, § 791.001, *et. seq.* of the Texas Government Code; and

WHEREAS, each District has authority under the Texas Interlocal Cooperation Act, its respective enabling act, and Chapter 36 of the Texas Water Code, including, but not limited to §§ 36.106, 36.107, 36.109, and 36.158 to enter into and perform the function under this Agreement; and

WHEREAS, each District manages a portion of the Trinity Aquifer in Hays County; and

WHEREAS, there is an increasing demand in developing the Cow Creek formation of the Trinity Aquifer; and

WHEREAS, each District recognizes the need and benefit of a monitor well for use in groundwater investigations and data collection in the Trinity Aquifer in Hays County; and

WHEREAS, groundwater flow from Jacob's Well ceases during periods of moderate to severe drought; and

WHEREAS, there is a need for monitoring the aquifer close to Jacob's Well; and

WHEREAS, the functioning of the system that contributes groundwater to Jacob's Well is not sufficiently understood to be able to develop reasonable groundwater models and for groundwater management; and

WHEREAS, Hays County has contributed fifty-eight thousand dollars (\$58,000) (Hays County Contribution) toward installation of this multipoint well and a standard monitor well near Jacob's Well as part of this project.

NOW, THEREFORE, in consideration of the foregoing and the mutually acceptable terms and conditions of the Parties in this Agreement, the Districts agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to fund a portion of the construction of a monitor well in the Trinity Aquifer upgradient of Jacob's Well. The well will be used to collect hydrogeologic information from the Middle and Lower Trinity Aquifers.

This well will be a multiport monitor well similar to other multiport monitor wells installed in Hays and Travis Counties by BSEACD. The well will be installed into the Lower Trinity Aquifer to a depth of about 475 ft below land surface. The well will be completed with seven unique zones from which water samples can be collected and water pressure and hydraulic conductivity can be measured.

ARTICLE 2 OBLIGATIONS AND RIGHTS OF BSEACD

2.1 Using the funds contributed by Hays County and HTGCD, BSEACD will construct a well to monitor the Middle and Lower Trinity Aquifers. The well will generally be located within HTGCD upgradient of Jacob's Well. The well will be located either about 1,600 feet north of Jacob's Well or about 4,500 ft north-northwest of Jacob's Well.

2.2 BSEACD will acquire the necessary ownership interest in property or an agreement with property owners to construct the monitor well.

2.3 BSEACD will contribute Westbay multiport well equipment for installation in the well; this is a value of approximately fifteen thousand dollars (\$15,000).

2.4 BSEACD will monitor and collect data from the monitoring well. Specifically, BSEACD will monitor water levels on a continual basis if pressure transducers have been installed in the well. Otherwise, manual measurements will be made on at least a quarterly basis.

2.5 BSEACD will share monitor well data with HTGCD quarterly unless HTGCD has declared drought conditions. During periods of HTGCD-declared drought, BSEACD will share data with HTGCD monthly, or at the request of HTGCD.

2.6 Unless otherwise agreed to by the parties, if BSEACD is unable to or does not otherwise complete the construction and initiate data collection of the monitor well by December 31, 2020, BSEACD shall return the monies paid by HTGCD within thirty (30) days of the construction and monitoring deadline.

ARTICLE 3 OBLIGATIONS OF HTGCD

3.1 Within thirty (30) days of the Effective Date, HTGCD shall pay BSEACD twenty-five thousand dollars (\$25,000), which BSEACD will combine with the Hays County contribution for construction of the monitor well.

**ARTICLE 4
TERM AND TIME OF PERFORMANCE**

4.1 The Effective Date of this Agreement shall be the date last executed by the Districts below. The term of the Agreement shall continue from the Effective Date until the Districts determine a mutually agreed upon end date.

**ARTICLE 5
NOTICE**

5.1 Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the Districts at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

BSEACD: Barton Springs Edwards Aquifer Conservation District
Attn: Dana Christine Wilson, Administrative Manager
1124 Regal Row
Austin, TX 78748
(512) 282-8441
(512) 282-7016 (fax)
Email: dana@bseacd.org

WITH COPY TO: Bill Dugat
Bickerstaff, Heath, Delgado, Acosta
3711 South MoPac Expwy, Bldg. 1, Suite 300
Austin, TX 78746
(512) 472-8021
bdugat@bickerstaff.com

HTGCD: Hays Trinity Groundwater Conservation District
Attn: Charlie Flatten, General Manager
PO Box 1648
Dripping Springs, TX 78620
Email: GM@Haysgroundwater.com

WITH COPY TO: Greg Ellis
Attorney at Law
2104 Midway Court
League City, TX 77573

ARTICLE 6 DISPUTE RESOLUTION

6.1 Negotiation. The Districts will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy or claim should arise, the Districts agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any District may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Districts shall, within ten (10) days after the Effective Date of this Agreement, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes subject to approval of the District's governing body. Each of the Districts may change the designation of its Representative, but shall maintain at all times during the term of this Agreement a designated Representative and shall ensure that the other Districts are notified of any change in the designation of its Representative.

6.2 Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the Districts may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other District. In the event that such a request is made, the Districts agree to participate in the mediation process. The Districts and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the Districts shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the Districts. The fees and expenses of the Mediator shall be borne equally by the Districts.

6.3 Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Districts may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas, Austin Division, to the extent said Court shall have jurisdiction over the matter.

ARTICLE 7 MISCELLANEOUS

7.1 Not-to-Exceed; Budget Amount. Under no circumstances shall BSEACD's financial obligation from funds other than funds contributed by Hays County and HTGCD exceed the amount cited in Section 2.3, above, nor shall HTGCD's obligation exceed the amount cited in Section 3.1, above, unless otherwise agreed in writing by the Districts. Notwithstanding any other provision of this Agreement, if the BSEACD or HTGCD Board of Directors fails to appropriate or budget funds to meet the terms and conditions cited herein, then the non appropriating entity shall not be obligated to fulfill its obligations under this Agreement.

7.2 Entire Agreement. This Agreement represents the entire and integrated agreement between HTGCD and BSEACD and supersedes all prior negotiations, representations or arguments either written or oral. No official, representative, agent, or employee of the Districts has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the respective Board of Directors. The recitals set forth above are incorporated herein.

7.3 Lawful Authority. The execution and performance of this Agreement by HTGCD and BSEACD have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of HTGCD and BSEACD in accordance with its terms.

7.4 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the Districts hereto.

7.5 Independent Parties. It is understood and agreed between the Districts that HTGCD and BSEACD, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture.

7.6 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such 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.

7.7 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the Districts have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.8 No Waiver. No waiver by a Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.9 Public Information Act. BSEACD and HTGCD are governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act.

7.10 Additional Documents. The BSEACD and HTGCD covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.11 Compliance with Laws. In performing this Agreement, the Districts will comply with all local, state and federal laws.

7.12 Counterparts. This Agreement has been executed by the Districts in multiple originals or counterparts each having full force and effect.

**ARTICLE 8
LIABILITY**

8.1 To the extent allowed by Texas law, BSEACD and HTGCD agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.

Hays Trinity Groundwater Conservation District:

By: 
Linda Kaye Rogers
Board President

Date: 5-12-20

Barton Springs Edwards Aquifer Conservation District:

By: 
Blayne Stansberry
Board President

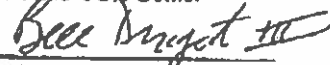
Date: 2/12/2020

ATTEST:

By: 
Blake Dorsett
Board Secretary

Date: 3/12/2020

APPROVED AS TO FORM:

By: 
William D. Dugat III
Attorney for BSEACD

Date: March 13, 2020

Item 4

Public Hearings

4a. Public Hearing - Rules & Bylaws

The Public Hearing concerns proposed revisions to the District Rules and Bylaws related generally to: Conservation Credits; Drilling Authorization Extensions; Fee Schedule; Drought Management Fees; Notice of Violation of Overpumpage of Annual Production Permit; Penalty Criteria, Penalty Range and Enforcement for Overpumpage of Annual Production Permit; and, other general administrative clarifications and corrections.

4b. Public Hearing – Budget & Fee Schedule

The Public Hearing concerns the District’s proposed fiscal year 2022 Budget and Fee Schedule. At the conclusion of this Public Hearing the Board may approve the fiscal year 2022 proposed Budget and the fiscal year 2022 Fee Schedule.



DRAFT FY 2022 PROPOSED BUDGET

Budgeted Permitted Pumpage 3,437,838,661 Gallons

		FY 2021 Revision Approved 5.13.2021		Draft FY 2022 Proposed Budget
I. INCOME				
A. Production Fees, and Water Use Fee:	GALLONS			
Actual Authorized Pumpage Revenue (17¢ per 1,000 gallons)	2,628,265,913	\$451,124		\$446,805
Actual Authorized Pumpage Revenue (44¢ per 1,000 gallons)	327,912,748	\$144,282		\$144,282
Actual Authorized Agriculture Pumpage Revenue (\$1.00/acre-foot)	289,180,000	\$887		\$887
Total Actual Authorized Pumpage/Production Fees	3,245,358,661	\$596,293		\$591,974
Pending Permit Increases (@ 17¢ per 1,000 gallons)	192,480,000	\$155,142	(122,420)	\$32,722
Total Projected Permitting Revenue less Agriculture	3,148,658,661	\$751,435	(126,739)	\$624,696
Total Budgeted Permitted Pumpage with Agriculture	3,437,838,661			
Water Use Fee - City of Austin Assessment		993,017	(190,109)	802,908
		\$1,744,452		\$1,427,604
Pending Permit Increases (@ 17¢ per 1,000 gallons)		-\$155,142	122,927	-\$32,215
Water Transport Fees (\$0.31/1,000 gallons)	400,000,000 gallons	\$124,000		\$124,000
Total Production Fees, and Water Use Fee		\$1,713,310		\$1,519,389
B. Other Fees:				
Annual Permit Fees	\$50/permit	\$5,700	3,000	\$8,700
NEW Shared Territory Monitoring (Special Provisions)		\$0		\$2,500
Administrative Fees - Permit Application and Development		\$9,800		\$9,800
Total Other Fees		\$15,500		\$21,000
C. Other Income:				
Interest Income	TestPool General only	\$1,000		\$1,000
Total Other Income		\$1,000		\$1,000
D. Transfers				
Transfer In (from Cash Flow Reserve General)		\$0	175,000	\$175,000
Transfer Out (from General Fund in to Contingency Fund)		-\$5,000	5,000	\$0
Transfer In (from General Fund for previous Scholarship Donations)		\$1,000	2,361	\$3,361
Transfer In (from Contingency Fund in to General Fund)		\$93,636	(93,636)	\$0
Transfer In (from Contingency Fund in to General Fund)		\$0	\$0,000	\$50,000
Transfer In (from General Fund - Deposits Held)		\$54,576	(54,576)	\$0
Total Transfers		\$144,212		\$228,361
TOTAL PROJECTED INCOME		\$1,874,022	(104,772)	\$1,769,250

II. EXPENDITURES					
A. Operational Expenses					
Electricity & Water			\$6,000		\$6,000
Telecommunications Services	Phone/Internet		\$17,000	(2,000)	\$15,000
Printing/Copying/Photo Processing			\$2,000		\$2,000
Postage/Freight /Shipping			\$2,500		\$2,500
Office Supplies/Canteen			\$9,000	(3,000)	\$6,000
Furniture			\$1,500		\$1,500
Computer Hardware/Supplies /AV Equipment	Non-Capital		\$6,000		\$6,000
Computer Software Maintenance/Upgrades/Acquisitions			\$6,000		\$6,000
Information Technology Monthly Maintenance	Integrtek		\$17,400	1,740	\$19,140
Board Meetings and Staff Meetings			\$2,000		\$2,000
Subscriptions / Publications			\$4,200		\$4,200
Advertising and Public Notices			\$12,000	(8,000)	\$4,000
Accounting System Operation and Maintenance	QB/Jourmys		\$7,200	(600)	\$6,600
Bank and Payroll Processing Fees			\$1,000	(1,000)	\$0
Upgrades, and Repair and Maintenance:					
Fleet Maintenance / Repair			\$6,500		\$6,500
Office Complex Maintenance/ Offices/Lawn			\$11,400		\$11,400
Facilities General Repair & Maintenance			\$5,000		\$5,000
NEW Antioch Repair and Maintenance			\$0	2,500	\$2,500
Leases:					
Postage Meter Lease			\$1,150		\$1,150
Copier Lease and Maintenance			\$9,500		\$9,500
Directors Conferences / Travel			\$2,500		\$2,500
Dues and Memberships (Organizational/Staff Professional)			\$6,100		\$6,100
Insurance (Auto, Liability, Property, E&O, Public Bonds)			\$7,070	(1,000)	\$6,070
Professional Development			\$16,500	2,500	\$19,000
Conservation Credits	Revenue Deduction		\$19,149	1,035	\$20,184
Total Operational Expenses			\$178,669		\$170,844

B. Salaries and Wages							
Staff Salaries and Wages		\$838,061	113,607		\$951,668		
Interns		\$30,000	(30,000)		\$0		
Directors' Fees of Office	9000 Legislative Cap	\$40,000	(15,000)		\$25,000		
Total Salaries and Wages		\$908,061	68,607		\$976,668		
C. Employment Taxes and Benefits, and Group Insurance							
Employment Taxes and Benefits							
Payroll Taxes	7.65%	\$69,467	5,248		\$74,715		
Texas Workforce Commission Unemployment Taxes	1.6% in 2020	\$2,600	2,400		\$5,000		
Workers Compensation Insurance	TML	\$3,812			\$3,812		
Employee Pension Plan Contribution	7.50%	\$61,000	(11,000)		\$50,000		
Total Employment Taxes and Benefits		\$136,879			\$133,527		
Group Insurance							
Group Health Insurance (Employee only)	United and SISlink	\$118,364	3,136		\$121,500		
Group Health Insurance (Dependent Coverage)	25%	\$15,000	4,000		\$19,000		
Dental Insurance (Employee only)	SunLife	\$8,150	(2,050)		\$6,100		
Life Insurance (Employee only)	SunLife	\$13,000	(3,000)		\$10,000		
Vision Insurance (Employee only)	SunLife	\$1,600	(300)		\$1,300		
Estimated Healthcare Cost Increase		\$16,000	0		\$16,000		
Total Group Insurance		\$172,114	1,786		\$173,900		
Total Employment Taxes and Benefits, and Group Insurance		308,993			307,427		
D. Professional Services							
Auditor (Annual)	Montemayor	13,000	650		13,650		
Retirement Plan (Third Party Administration)	The Standard	28,000	2,000		30,000		
Website and Database		5,000			5,000		
Legal - General Services, and Special Services	Bickersstaff (Inera, Vay, Sledge)	135,000	(50,000)		85,000		
Legislative Support	SledgeLaw	36,000	(24,000)		12,000		
SOAH EP Deposit Refund		53,404	(53,404)		0		
BRAT Modeling		0	5,000		5,000		
NEW Shared Territory (Special Provisions)		0	2,500		2,500		
NEW Board Development		0	3,000		3,000		
NEW Required Policy Training		0			2,000		
NEW Antioch Easement		0	5,000		5,000		
Election Services	Travis, Hays, and Caldwell Counties	92,600	(92,600)		0		
NEW County Coding Review		0	5,000		5,000		
Redistricting		0	35,000		35,000		
Total Professional Services		\$363,004	(159,854)		\$203,150		

E. Team Expenditures					
Aquifer Science Team:					
Hydrogeologic Characterization		\$2,000			\$4,000
Water Chemistry Studies		\$2,800			\$3,800
Monitor Well, Equipment and Supplies		\$7,000			\$7,000
Contracted Support		\$23,000			\$20,000
Total Aquifer Science Team		\$34,800			\$34,800
Communications Team					
Publications - now Communications and Outreach		\$750	2,000		\$2,750
Outreach - now Programs/Events		\$10,100	(4,900)		\$5,200
General Support - now Scholarship Programs/Awards		\$5,500	(3,000)		\$2,500
Equipment and Supplies		\$0	3,361		\$3,361
Contracted Support	Zavala	\$1,000			\$1,000
Total Communications Team		\$2,000	2,200		\$4,200
		\$19,350	(319)		\$19,011
Regulatory Compliance Team:					
Projects and Services		\$5,000			\$5,000
Equipment and Supplies		\$2,500			\$2,500
Contracted Support		\$14,000	(500)		\$13,500
Total Regulatory Compliance Team		\$21,500			\$21,000
General Management & Administrative Team:					
Contracted Support		\$21,500			\$21,500
Logo Apparel/Equipment		\$1,500	(1,500)		\$0
Additional Administrative Expenses		\$16,400	(1,400)		\$15,000
Total General Management & Administrative Team		\$39,400			\$36,500
Total Team Expenditures		\$115,050			\$111,311
TOTAL PROJECTED EXPENSES		\$1,873,777	(104,377)		\$1,769,400
III. NON-CASH DISBURSEMENTS					
Depreciation Expense		\$50,000			\$50,000
Accrued Benefits Payable (Earned Vacation and Nonexempt Comp)		\$50,000			\$50,000
Total Non-Cash Disbursements		\$100,000			\$100,000

IV. PROJECTED POSITION					
Total District Expenditures		\$1,873,777		(104,377)	\$1,769,400
Total District Revenue		\$1,874,022		(104,272)	\$1,769,750
Current Net Gain / (Loss)		\$245			\$350
Contingency Fund		\$504,730	As of 3.31.2021		\$504,738

Barton Springs/Edwards Aquifer Conservation District
Fiscal Year ~~2021~~2022
Fee Schedule

Effective September 1, 202~~1~~0.

I. PERMIT FEES AND PRODUCTION FEES

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

\$400.00 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.

\$400.00 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 \$75.00 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:

- \$ 500 - ~~Production volume requests~~ less than 2,000,000 gallons per year
- \$ 750 - ~~Tier 1 production volume requests > than~~ 2,000,00~~0~~10 to 12,000,000 gallons per year
- \$ 1000 - ~~Tier 2 production volume requests > than~~ 12,000,00~~0~~10 to 200,000,000 gallons per year
- \$ 3,000 - ~~Tier 3(a) production volume requests > than~~ 200,000,00~~0~~10 to 500,000,000 gallons per year
- \$5,000 ~~Tier 3(b) production volume request >~~ greater than 500,000,000 gallons per year

~~\$500~~ **\$800.00 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.

~~\$625.00~~ **\$650 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.

~~\$125.00~~ **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

- ~~\$300~~ **\$500.00 Production Permit Increase** - minor amendments to increase pumpage authorized by individual permits (a non-refundable fee assessment).
- ~~\$200~~ **\$350 Substantial Alteration** - minor amendments to substantially alter a well (a non-refundable fee assessment).
- ~~\$50~~ **\$75.00 All other minor amendments** - (a non-refundable fee assessment).

Major Amendments

- **\$750.00 Production Permit Increase** - major amendment to increase pumpage authorized by individual permits (a non-refundable fee assessment).
- ~~\$625~~ **\$650.00 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 Permit or a Conditional Permit not authorized by material amendment.

~~\$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 ~~Temporary Production Permit.~~

\$0.44 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.

\$0.17 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a new Class D (ASR) Conditional Permit or a Class D Conditional Permit authorized by material amendment.

\$0.08 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.

\$1.00 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

~~\$50.00~~ **\$75.00 Annual Permit Fee** - assessed to all permittees for renewing annual permits (a non-refundable fee assessment).

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, schedule: 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~~An excess of 500,000 gallons or less:~~ \$0.17 per 1,000 gallons for a Historical Permit, or a Conditional Permit not authorized by material amendment, ~~or a Temporary Production Permit~~ or at \$0.44 per 1,000 gallons for new Conditional Permits and Conditional Permits authorized by material amendment.

—An excess of ~~more than 500,000 gallons:~~

An excess of 500,001—1,000,000 gallons of permitted pumpage—\$5.00 per 1,000 gallons plus the applicable production fee*

An excess of 1,000,001—2,000,000 gallons of permitted pumpage—\$7.00 per 1,000 gallons plus the applicable production fee*

An excess of more than 2,000,000 gallons of permitted pumpage—\$10.00 per 1,000 gallons plus the applicable production fee*

* Applicable production fee means the higher rate associated with any authorized pumpage.

Upon recommendation of the General Manager, the Board of Directors may reduce, waive or otherwise adjust the application of the Excess Pumpage Fee for good cause shown by the permittee that the excess pumpage was the result of circumstances beyond the control of the permittee or necessary to protect the health, safety, or welfare of the public.

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 fee will be invoiced and paid within the permittee's current billing cycle, annually 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: *

~~\$100~~150.00/month

- Fee will increase to \$195.00/month if the permittee has to participate in an pre-enforcement meeting. ~~\$195.00/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: *

~~\$250~~300.00/month

Fee will increase to \$390.00/month if the permittee has to participate in an pre-enforcement meeting. ~~\$390.00/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: *

~~\$500~~550.00/month

- Fee will increase to \$715.00/month if the permittee has to participate in an pre-enforcement meeting. ~~\$715.00/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.

— [DW1]

II. OTHER FEES

Meter Verification / Inspection Fee - ~~\$50.00 to \$100.00~~ \$ 60.00 to \$120.00

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 mMay 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 termLife of the permit. increase to \$100.00 on the third instance to occur within a 12-month period in which a \$50 fee was previously assessed two instances prior (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 <u>(eg.i.e. acidization)</u> , well development procedures <u>(eg.i.e. multiple target production zone options)</u> , 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 \$75.00 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 - \$35.00

The District will assess the person writing the returned check a \$35.00 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 \$35.00, the District shall assess the higher of the two amounts (a non-refundable fee assessment).

Accounting Fee - \$50.00 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 \$50.00 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 - ~~\$100~~ \$400.00

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.

Table 1. Summary of Application Fees Update this table

Exempt Wells – Permit Actions	Application Fee
Register Existing Well/ Change of Ownership	\$0
Drill New Exempt Well/ Well Modification	\$400
Nonexempt Wells – Permit Actions	Application Fee
GP - Drill New Well (LPP) Limited Production Permit	\$400
GP - Drill New Test Well (includes one pump test)	\$400
GP - Conduct Pump Test	\$50
GP - Drill New Monitor Well	\$400
GP – Aquifer Tests	TBD upon completion of the test.
Individual Drilling Authorization – Drill New Well / Well Modification	\$625
Individual Production Permit – to produce from a well	\$500-\$5000
Transport Permit – to transport out of District	\$500
Production Volume Increase (Minor Amendment)	\$300
Production Volume Increase (Major Amendment)	\$750
Plug, Cap, Recomplete Abandoned Wells	\$125
Change of Ownership of Permitted Well	\$50
Special Fees	\$500-\$5000
Potential for Unreasonable Impact(s) Fee	TBD upon GM preliminary findings

Item 5

Board Discussions and Possible Action

- a. Discussion and possible action on the approval of the proposed changes to the District's Rules & Bylaws.**

Item 5

Board Discussions and Possible Actions

b. Discussion and possible action on approval of the FY 2022 Fee Schedule by Resolution #070821-01.

STATE OF TEXAS

§

RESOLUTION # 07082021-01

COUNTIES OF TRAVIS, HAYS
AND CALDWELL

§

§

§

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT
THAT ADOPTS THE FISCAL YEAR 2022 FEE SCHEDULE**

WHEREAS, the Barton Springs/Edwards Aquifer Conservation District (the “District”) has the authority under Chapter 36, Texas Water Code and District Rule 3-1.16 to establish reasonable fees; and

WHEREAS, the Board of Directors of the District is responsible for establishing reasonable fees to manage and operate the District and support the District’s groundwater management programs; and

WHEREAS, fees must be established that, when combined with the City of Austin water use fee assessment, will provide adequate revenues to fund continuing operations and planned programs, retire debt, maintain adequate contingencies, and to help offset current and future project costs by building upon current reserves; and

WHEREAS, the adoption of this Resolution meets the requirements of District Rules & Bylaws and State law for the adoption of the District’s Annual Fee Schedule and Fee Schedule amendments; and

WHEREAS, the Board of Directors of the District desires to address its mandate to conserve, preserve, protect, and enhance the Barton Springs segment of the Edwards Aquifer by adequately funding District programs for scientific research on water quality and quantity, recharge enhancement, public education and information, aquifer protection, to prevent waste of groundwater, protect the rights of owners of interest in groundwater, and other essential activities;

NOW, THEREFORE, WE, THE BOARD OF DIRECTORS OF THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT, DO HEREBY ADOPT THE Proposed Fiscal Year 2022 Fee Schedule as allowed under its enabling legislation codified at Special District Local Laws Code, Chapter 8802; Chapter 36 of the Texas Water Code; and other State laws.

The motion passed with ___ ayes and ___ nays.

PASSED AND APPROVED on July 8, 2021 **TO BE EFFECTIVE** on September 1, 2021.

Blayne Stansberry, Board President

Tammy Raymond
Assistant Secretary to the Board of Directors

Item 5

Board Discussions and Possible Actions

c. Discussion and possible action on approval of the FY 2022 proposed Budget.

Item 5

Board Discussions and Possible Actions

d. Discussion and possible action on permittee's monthly drought compliance.

Item 5

Board Discussions and Possible Actions

e. Discussion and possible action on the Status of Aquifer Conditions and possible change in drought status.

Item 5

Board Discussions and Possible Actions

f. Discussion and possible action related to authorize the General Manager to require a representative of Aqua Texas-Bliss Spillar to appear before the Board of Directors in August at a Show Cause Hearing, if necessary, for noncompliance with District Drought Rules and its Permit.



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

June 25, 2021

Via email, regular mail, and certified mail

Aqua Texas – Bliss Spillar
Attention: Brent Reeh & Brian Robinson
2611 FM 2325
Wimberley, Texas 78676

Re: Drought Enforcement Meeting – Bliss Spillar

Dear Mr. Reeh & Mr. Robinson:

The purpose of this letter is to request that you or a duly authorized representative of Aqua Texas – Bliss Spillar (Aqua), contact me, at the contact information below, to establish a meeting to discuss violations of the Drought Rules of the Barton Springs/Edwards Aquifer Conservation District (“District”). If a meeting is not scheduled before July 15, 2021, I will ask the District Board of Directors (“Board”) at its July 8, 2021, Board meeting to require you to appear at 4:00 p.m. on August 12, 2021, at the District offices, 1124 Regal Row, Austin, Texas, to show cause why the Board should not initiate an enforcement action against you for non-compliance with the rules of the District.

As outlined in the enclosed May 18, 2021, letter District staff met with you on May 4, 2021, and identified measures to reduce Aqua pumpage to comply with your User Drought Contingency Plan. The following causes for non-compliance were identified on May 4, 2021:

1. Covid-19 limitations;
2. residents working from home has led to an increase across all systems;
3. Customers are not curtailing like they should;
4. The Edwards Aquifer wells are shut down at the Lower Trinity well drilling site and the SW Territory Edwards wells are picking up the demand; and
5. People are stealing the drought signs.

To remedy these causes for non-compliance, the following objectives were necessary to implement:

1. By 5/25/21 the Permittee will schedule, pick up and set out drought signs at all systems, including specifically throughout the service area for the Bliss Spillar system;

2. By 5/25/21 the Permittee will provide copies of notice letters that have already been mailed to the Bliss Spillar system to date and will provide the District with a list of dates for which those letters were sent;
3. By 5/31/21 the Permittee will send out new drought notice letters and will provide the District with a copy of that letter;
4. By 5/25/21 the Permittee will review the average usage per customer and will provide the District an estimate of that average use plus an estimate of how many “high users” they have within their system that they intend to target with additional drought curtailment messaging;
5. Permittee will include a conspicuous reminder of the drought stage on each bill as required by the signed UDCP; and
6. Permittee will provide a direct point of contact person that can provide a timely response regarding permit questions and concerns.

Out of the 6 objectives that you agreed to at the May 4, 2021, meeting, only objective 1 was performed. On June 16, 2021, we emailed you to set up a follow-up meeting. As of the date of this letter we have not received a response.

We will continue to work with you to achieve compliance with your agreed permit requirements, however, **please note that failure to contact the District and schedule a meeting by July 15, 2021, will result in a Board initiated show cause hearing to initiate enforcement actions in accordance with District Rules 3-1.11, 3-1.13, 3-7.10, and 3-8 for non-compliance with District Drought Rules.**

I may be contacted at (512) 282-8441 or at vescobar@bseacd.org.

Vanessa Escobar
General Manager

Enclosed:

May 18, 2021 Follow-up Letter
Aqua Texas Bliss Spillar UDCP



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

May 18, 2021

Via email and regular mail

Aqua Texas – Bliss Spillar
Attention: Brent Reeh & Brian Robinson
2611 FM 2325
Wimberley, Texas 78676

Re: Follow-up to Initial Drought Enforcement Meeting – Bliss Spillar

Dear Mr. Reeh & Mr. Robinson:

This letter serves as follow-up correspondence to describe the initial meeting conducted on May 4, 2021 and the action items that would be required moving forward. Mr. Reeh and Mr. Robinson, representing Aqua Texas, and District staff met to discuss the substantial overpumpage and non-compliance with their permit terms and the District's Drought Reduction Rules. This discussion focused primarily on the measures described in the permittee's User Drought Contingency Plan (UDCP) including the mandatory pumpage reductions required during District-declared drought.

The objectives of this meeting were to initiate a dialogue and to identify what primary causes were responsible for the reported overpumpage and the resulting non-compliance. As a result of our discussion, we also identified what measures should be implemented to remedy these causes and received commitments on your part to implement them for the purpose of achieving the pumpage reductions necessary to comply with your UDCP. Per our discussion, the following causes for non-compliance were identified:

- Covid-19 Limitations – residents working from home has led to an increase across all systems;
- Customers are not curtailing like they should;
- The Edwards Aquifer wells are shut down at the Lower Trinity well drilling site and the SW Territory Edwards wells are picking up the demand; and
- People are stealing the drought signs.

To remedy these causes for non-compliance, the following commitments are necessary to implement:

- By 5/25/21 the Permittee will schedule, pick up and set out drought signs at all systems, including specifically throughout the service area for the Bliss Spillar system;
- By 5/25/21 the Permittee will provide copies of notice letters that have already been mailed to the Bliss Spillar system to date and will provide the District with a list of dates for which those letters were sent;
- By 5/31/21 the Permittee will send out new drought notice letters and will provide the District with a copy of that letter;
- By 5/25/21 the Permittee will review the average usage per customer and will provide the District an estimate of that average use plus an estimate of how many “high users” they have within their system that they intend to target with additional drought curtailment messaging;
- Permittee will include a conspicuous reminder of the drought stage on each bill as required by the signed UDCP.
- Permittee will provide a direct point of contact person that can provide a timely response regarding permit questions and concerns; and

Implementation of each of these measures shall be documented by the permittee and available to the District upon request. During this current drought, District staff will continue monitoring and verifying your monthly pumpage performance to assess the effectiveness of the measures identified.

We will also continue to work in partnership with you to help you achieve compliance with your agreed permit requirements, however, **please note that failure to honor these commitments and/or any continued non-compliance or failure to show improvement could result in enforcement actions in accordance with District Rules 3-1.11, 3-1.13, 3-7.10, and 3-8 for non-compliance with District Drought Rules.**

If you require more information about this matter, feel free to contact me at(512) 282-8441.

Michael Redman
Assistant General Manager



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

Historic Edwards User Drought Contingency Plan

For
Aqua Texas, Inc. – Bliss Spillar

Retail Public Water Supplier Permittee

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INTRODUCTION

This UDCP will enable AQUA TEXAS, INC. (the "Permittee") to manage its water system and water resources in a conscientious, fair, and appropriate manner during certain situations when water use reductions are necessary. It is not designed to punish, stigmatize, or criticize anyone about their usage of water. Its sole intent is to maintain an adequate supply of water during the various stages of drought conditions or other water supply emergencies, which may occur from time to time.

The Permittee believes that significant reductions in water usage can be achieved through drought triggered water use restrictions and voluntary efforts. Implementation of voluntary water conservation measures and conscientious water use practices are encouraged at all times; however, additional water use restrictions are required in cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure. During drought, these efforts, if sufficiently effective, may delay the depletion of spring flows at Barton Springs and aquifer water levels until sufficient recharge is available to replenish the Aquifer. Should drought conditions reach more severe levels, the permittee has planned and is prepared to restrict or curtail certain types of usage.

SECTION 1. Declaration of Policy, Purpose, and Intent

AQUA TEXAS, INC. (permittee), in its continuing effort to maintain an adequate supply of high quality water, has prepared this UDCP with the guidance of the Barton Springs/Edwards Aquifer Conservation District (District). In order to maintain supply, storage, or pressure; or to comply with regulatory requirements, temporary restrictions may be instituted to limit nonessential water usage. This UDCP satisfies and complies with District Rules 3-7.5 and 3-7.7 related to Drought Management.

I, Brent C. Reeh (print name), being the responsible official for AQUA TEXAS, INC. (permittee), agrees to comply with all the applicable District Rules and the measures of the enclosed User Drought Contingency Plan, and to officially adopt the enclosed plan through the appropriate vehicle (i.e. ordinance, TCEQ tariff amendment, resolution, policy amendment, etc.)

Brent C. Reeh (Signature of Responsible Official) 7.1.19 (Date)

SECTION 2. Drought Notice

The District will notify permittees of the implementation or termination of each stage of the water restriction program. Permittees must then inform all customers prior to implementation or termination of each stage of the water restriction program. Notice of the District declaration must be provided at least 72 hours prior to the start of water use restrictions. The written notice to customers will contain the following information:

1. the date restrictions will begin
2. the circumstances that triggered the restrictions
3. the stages of response and explanation of the restrictions to be implemented

Upon notification of a Drought stage declaration by the District, the permittee will activate the respective response measures of its UDCP. The Permittee will perform the recommended and mandatory actions specified in this UDCP. The Permittee will curtail pumpage according to the following curtailment schedule:

Drought Curtailment Chart						
	Edwards Aquifer					Trinity Aquifer Historical
	Historical	Conditional				
		Class A	Class B	Class C	Class D	
No Drought	0%	0%	0%	0%	0%	0%
Water Conservation (Voluntary)	10%	10%	10%	10%	10%	10%
Alarm	20%	20%	50%	100%	100%	20%
Critical	30%	30%	75%	100%	100%	30%
Exceptional	40%	50% ¹	100%	100%	100%	30%
Emergency Response Period	50% ³	>50% ²	100%	100%	100%	30%

- 1 Only applicable to Edwards LPPs and existing unpermitted nonexempts after A to B reclassification triggered by Exceptional Stage declaration
- 2 Curtailment > 50% subject to Board discretion
- 3 ERP (50%) curtailments become effective October 11, 2015. ERP curtailments to be measured as rolling 90-day average after first three months of declared ERP.

SECTION 3. Alternate Water Sources

The permittee will identify an alternate water source or other contingency to be utilized or implemented directly by the permittee to manage limited water supplies in the event of water supply contamination, system outage, or conditional permit curtailments. The alternate supply or other contingency shall be evidenced by documentation (contracts, affidavits, etc.) that demonstrates the availability when needed. If no alternate water sources are identified, please provide a descriptive explanation as to why.

The current available water sources and alternate contingency sources for the Permittee include:

Source: _____

Source: _____

SECTION 4. Coordination with Regional Water Planning Groups

The Permittee's water service area is located within the following listed Regional Water Planning Areas. A copy of this Drought Contingency Plan has been provided to those applicable regional water planning groups.

- Region K Lower Colorado
- Region L South Central Texas

SECTION 5. Public Information

The permittee will periodically provide retail water customers and the public with information about this Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means such as public meetings, via billing invoices, websites, public notice, news media announcement, or electronic mail etc. Customer notification of the initiation or termination of drought responses stages will be made by certified mail.

An opportunity for the public to provide input in the initial preparation and future revisions of the Plan will be provided by the Permittee via means such as a public meetings, via billing invoices, websites, public notice, news media announcement, or electronic mail etc. Documentation of these efforts will be provided to the District for record.

SECTION 6. Enforcement Procedure

The UDCP must include a means of implementation and enforcement in accordance with District Rule 3-7.5 (E). Specifically, each permittee must: 1) develop and implement procedures for enforcing this UDCP 2) incorporate all enforcement measures and surcharges available to CCN holders under TCEQ rules; and 3) inform Permittee customers of the authority and intent to enforce the measures of the UDCP.

SECTION 7. Drought Stage Triggers and Responses

Permit Type: Historic Edwards	
No Drought	No curtailment
Stage I Water Conservation (Voluntary)	10% curtailment
Stage II Alarm	20% curtailment
Stage III Critical	30% curtailment
Stage IV Exceptional	40% curtailment
Stage IV Emergency Response Period	50% curtailment

STAGE I: WATER CONSERVATION PERIOD

INITIATION:

The Permittee will recognize that Stage I Water Conservation Period exists when the District issues a Stage I Water Conservation Period declaration. This water conservation period will be in effect between May 1 and September 30 every year when not already in a declared drought period. The permittee will be expected to follow voluntary water use measures during this water conservation period. This status will be prominently noted on the next regular billing cycle but not more than 20 days following May 1.

TERMINATION:

The Permittee will recognize that Stage I Water Conservation Period may be rescinded when the District issues a No-Drought declaration or has declared a different drought stage. This water conservation period will not be effective during October 1 and April 30 every year.

RECOMMENDED ACTIONS:

Voluntary overall 10% monthly reduction.

RESPONSE MEASURES:

Continue measures of User Conservation Plan.

Utility System Management

- Visually inspect lines and repair leaks on a regular basis.

Public Awareness

- Promote the water conservation BMPs listed in Appendix A through website and print materials.
- Implement public awareness efforts such as placing yard signs and/or posters in visible places within the service area to remind users of the prospective drought stage.
- Include historic water use and customer water use comparisons in customer billings.
- Include on each water bill a conspicuous reminder of the prospective drought stage.
- If your utility follows the District's drought stages then utilize the correct terminology on all outreach signage, "Water Conservation Period".

Utility Initiated Penalties or Consequences

- Utility employees and system operators should regularly monitor the service area for occurrences of waste.
- Utility should notify customers who demonstrate excessive or wasteful usage of water.

STAGE II: ALARM DROUGHT

INITIATION:

The Permittee will recognize that Stage II Alarm Drought exists upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared the aquifer to be in a Stage II Alarm Drought; the permittee will activate the Stage II Alarm Drought measures of its UDCP.

TERMINATION:

The Permittee will recognize that Stage II Alarm Drought may be rescinded upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared No-Drought or has declared a different drought stage.

MANDATORY ACTIONS:

Mandatory overall minimum 20% monthly reduction.

RESPONSE MEASURES:

Continue measures of User Conservation Plan.

Utility System Management

- Conduct a monthly Leak Detection Survey and immediately repair all identified leaks in the system.
- Limit line flushing to the hours of 9pm to 3am and only flush dead end main.
- Implement the provisions of the utility's Water Conservation Plan or Drought Contingency Plan that are on file with the TCEQ or TWDB.

Public Awareness

- Promote the water conservation BMPs listed in Appendix A through website and print materials.
- Implement public awareness efforts such as placing yard signs and/or posters in visible places within the service area to remind users of the prospective drought stage.
- Include historic water use and customer water use comparisons in customer billings.
- Include on each water bill a conspicuous reminder of the prospective drought stage.
- If your utility follows the District's drought stages then utilize the correct terminology on all outreach signage, "Stage II Alarm Drought".

Utility Initiated Penalties or Consequences

- Utility employees and system operators shall regularly monitor the service area for occurrences of waste.
- Utility should issue Warnings for 1st occurrence of waste to residential customers who demonstrate waste, UDCP violations, excessive monthly consumption or proscribed use (greater than 30,000 gallons/month).
- Utility should install flow restrictors on connections with continued waste and excessive monthly consumption, or proscribed use.
- Utility should assess surcharges and fines for continued waste, UDCP violations, excessive monthly consumption or proscribed use

Municipal Practices

- Follow recommended irrigation BMPs for municipal parks and recreation areas supplied by the water utility.
- Train employees and personnel on implementing recommended indoor water conservation BMPs.

STAGE III: CRITICAL DROUGHT

INITIATION:

The Permittee will recognize that Stage III Critical Drought exists upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared the aquifer to be in a Stage III Critical Drought; the permittee will activate the Stage III Critical Drought measures of its UDCP.

TERMINATION:

The Permittee will recognize that Stage III Critical Drought may be rescinded upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared No-Drought or has declared a different drought stage.

MANDATORY ACTIONS:

Mandatory overall minimum 30% monthly reduction.

RESPONSE MEASURES:

Continue measures of User Conservation Plan.

Utility System Management

- Conduct a weekly Leak Detection Survey and immediately repair all identified leaks in the system.
- Limit line flushing to the hours of 9pm to 3am and only flush dead end main.
- Implement the provisions of the utility's Water Conservation Plan or Drought Contingency Plan that are on file with the TCEQ or TWDB.

Public Awareness

- Promote the water conservation BMPs listed in Appendix A through website and print materials.
- Implement public awareness efforts such as placing yard signs and/or posters in visible places within the service area to remind users of the prospective drought stage.
- Include historic water use and customer water use comparisons in customer billings.
- Include on each water bill a conspicuous reminder of the prospective drought stage.
- Utility should identify highest 5% water users in the residential, commercial, and industrial customer sectors so that focused efforts can be initiated by the utility to provide awareness information and irrigation auditing services (if the utility has the ability to provide irrigation audits).
- If your utility follows the District's drought stages then utilize the correct terminology on all outreach signage, "Stage III Critical Drought".

Utility Initiated Penalties or Consequences

- Utility employees and system operators shall regularly monitor the service area for occurrences of waste.
- Utility should issue Warnings for 1st occurrence of waste to residential customers who demonstrate waste, UDCP violations, excessive monthly consumption or proscribed use (greater than 20,000 gallons/month).
- Utility should install flow restrictors on connections with continued waste, UDCP violations, and excessive monthly consumption, or proscribed use.
- Utility should assess surcharges and fines for continued waste, UDCP violations, excessive monthly consumption or proscribed use.

Municipal Practices

- Follow and recommend irrigation BMPs for municipal parks and recreation areas.
- Train employees and personnel on implementing recommended indoor water conservation BMPs.

STAGE IV: EXCEPTIONAL DROUGHT

INITIATION:

The Permittee will recognize that Stage III Critical Drought exists upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared the aquifer to be in a Stage IV Exceptional Drought; the permittee will activate the Stage IV Exceptional Drought measures of its UDCP.

TERMINATION:

The Permittee will recognize that Stage IV Exceptional Drought may be rescinded upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared No-Drought or has declared a different drought stage.

MANDATORY ACTIONS:

Mandatory overall minimum 40% monthly reduction.

RESPONSE MEASURES:

Continue measures of User Conservation Plan.

Utility System Management

- Conduct a weekly Leak Detection Survey and immediately repair all identified leaks in the system.
- All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.
- Limit line flushing to the hours of 9pm to 3am and only flush dead end main.
- Implement the provisions of the utility's Water Conservation Plan or Drought Contingency Plan that are on file with the TCEQ or TWDB.
- Emergency interconnects, pumpage authorized by a Temporary Transfer Permit, or alternative supply arrangements shall be initiated to meet the respective reduction requirement.

Public Awareness

- Promote the water conservation BMPs listed in Appendix A through website and print materials.
- Implement public awareness efforts such as placing yard signs and/or posters in visible places within the service area to remind users of the prospective drought stage.
- Include historic water use and customer water use comparisons in customer billings.
- Include on each water bill a conspicuous reminder of the prospective drought stage.
- Utility should identify highest 5% water users in the residential, commercial, and industrial customer sectors so that focused efforts can be initiated by the utility to provide awareness information and irrigation auditing services (if the utility has the ability to provide irrigation audits).
- If your utility follows the District's drought stages then utilize the correct terminology on all outreach signage, "Stage IV Exceptional Drought".
- Utility should issue a notice to inform all end-user customers that their public water supply may be in peril and that physical restriction of water use and reporting of excessive users to the District may be required.

Utility Initiated Penalties or Consequences

- Utility employees and system operators shall regularly monitor the service area for occurrences of waste.

- Utility should issue Warnings for 1st occurrence of waste to residential customers who demonstrate waste, UDCP violations, excessive monthly consumption or proscribed use (greater than 20,000 gallons/month).
- Utility should install flow restrictors on connections with continued waste, UDCP violations, and excessive monthly consumption, or proscribed use.
- Utility should assess surcharges and fines for continued waste, UDCP violations, excessive monthly consumption or proscribed use.

Municipal Practices

- Follow a recommend irrigation BMPs for municipal parks and recreation areas.
- Train employees and personnel on implementing recommended indoor water conservation BMPS.

STAGE V: EMERGENCY RESPONSE PERIOD

INITIATION:

The Permittee will recognize that Stage V Emergency Response Period exists upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared the aquifer to be in a Stage V Emergency Response Period; the permittee will activate the Stage V Emergency Response Period measures of its UDCP.

TERMINATION:

The Permittee will recognize that Stage V Emergency Response Period may be rescinded upon receiving notification from the Barton Springs/ Edwards Aquifer Conservation District that the District has declared No-Drought or has declared a different drought stage.

MANDATORY ACTIONS:

Mandatory overall minimum 50% monthly reduction.

RESPONSE MEASURES:

Continue measures of User Conservation Plan.

Utility System Management

- Conduct a weekly Leak Detection Survey and immediately repair all identified leaks in the system.
- All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.
- Limit line flushing to the hours of 9pm to 3am and only flush dead end main.
- Implement the provisions of the utility's Water Conservation Plan or Drought Contingency Plan that are on file with the TCEQ or TWDB.

- Emergency interconnects, pumpage authorized by a Temporary Transfer Permit, or alternative supply arrangements shall be initiated to meet the respective reduction requirement.

Public Awareness

- Promote the water conservation BMPs listed in Appendix A through website and print materials.
- Implement public awareness efforts such as placing yard signs and/or posters in visible places within the service area to remind users of the prospective drought stage.
- Include historic water use and customer water use comparisons in customer billings.
- Include on each water bill a conspicuous reminder of the prospective drought stage.
- Utility should identify highest 5% water users in the residential, commercial, and industrial customer sectors so that focused efforts can be initiated by the utility to provide awareness information and irrigation auditing services (if the utility has the ability to provide irrigation audits).
- If your utility follows the District's drought stages then utilize the correct terminology on all outreach signage, "Stage IV Exceptional Drought".
- Utility should issue a notice to inform all end-user customers that their public water supply is in peril and that physical restriction of water use and reporting of excessive users to the District may be required.

Utility Initiated Penalties or Consequences

- Utility employees and system operators shall regularly monitor the service area for occurrences of waste.
- Utility should issue Warnings for 1st occurrence of waste to residential customers who demonstrate waste, UDCP violations, excessive monthly consumption or proscribed use (greater than 20,000 gallons/month).
- Utility should install flow restrictors on connections with continued waste, UDCP violations, and excessive monthly consumption, or proscribed use.
- Utility should assess surcharges and fines for continued waste, UDCP violations, excessive monthly consumption or proscribed use.

Municipal Practices

- Follow and recommend irrigation BMPs for municipal parks and recreation areas.
- Train employees and personnel on implementing recommended indoor water conservation BMPs.

Appendix A

Ongoing Conservation Measures

The Permittee will encourage or will establish ordinance requirements (if possible) of end users to adopt the following water conservation measures at all times:

1. Replace faulty or unusable plumbing fixtures or appliances with water saving devices such as low flow toilets, shower and faucet aerators, water-efficient dishwashers and clothes washers.
2. Choose and install water-efficient appliances and fixtures in new construction.
3. Check for leaks in toilets at least every six months.
4. Repair dripping faucets and leaky plumbing promptly.
5. At least once each year, cease all water usage and check meter to determine if leaks exist in underground transmission lines.
6. Utilize water efficient landscape practices such as water-wise landscape design and drip irrigation for new turf and landscaping.
7. Convert high water use turf and landscapes to native and water-wise designs for existing turf and landscaping.
8. Select vegetation from the list of appropriate native and naturalized plants compiled by the Lady Bird Johnson Wildflower Center when installing new or replacing landscape vegetation.
9. Implement a watering schedule endorsed by the District that includes watering restrictions for hose-end and underground irrigation systems.
10. Maximize efficient operation of automatic sprinkler systems to avoid waste by conducting periodic irrigation audits, frequently adjusting controllers based on conditions, installing rainwater shutoff devices, smart clocks and controllers, etc.
11. Wash vehicles using a hose-end sprayer with an automatic shut off or with buckets full of water and not allowing the water to continue to run from the hose when not in use.
12. Use a cover on swimming pools when possible to minimize evaporative loss of water.
13. When possible, consider alternative water supplies including but not limited to rainwater collection and alternative irrigation strategies to improve conservation of water on site.
14. Maintain record of submitted meter readings as record for future determination of possible system leaks and to quantify success of conservation practices and steps for usage reduction during drought conditions.

Recommended Drought Stage Measures

The Permittee will encourage or will establish ordinance requirements (if possible) of end users to adopt the following water efficiency measures during District declared drought stages:

Indoor Measures

- Visually inspect lines and repair leaks on a regular basis.
- Check for toilet and faucet leaks and repair any found leaks immediately.
- Use water displacement device in toilet tank or replace older model toilets with HET models when possible.
- Install aerators on faucets and water efficient appliances.
- While waiting for hot water to reach faucet, catch cold water in a container to be reused.
- Only run dishwasher with full load.
- Keep drinking water in a container in the refrigerator.
- Reduce use of garbage disposal.
- Wash only full loads of laundry.
- Turn off master water shutoff when out of town or on vacation.
- Draw less water for bath or reduce shower time.

- Do not over water houseplants.

Outdoor Measures – Landscape Irrigation

- Adopt a 2 day schedule for lawn watering and always only water between 8pm and 8am.
- For Automatic Sprinkler systems:
 - check sprinkler heads regularly to prevent clogging
 - adjust to eliminate overspray and
 - adjust run times and frequency monthly to respond to water schedules and changing rainfall and temperature conditions.
- Use hand held hose, drip irrigation, or soaker hoses for trees, garden, non-turf areas and bedded plants.
- Avoid watering on windy days.
- Cut lawns on highest setting and leave lawn clippings on lawn instead of bagging.
- For hose end sprinklers - use sprinkler timers to limit water duration.
- Use mulch to conserve soil moisture.
- Irrigation of lawn areas with hose-end sprinklers or automatic irrigation systems shall be manually set to follow a 2 day watering schedule between the hours of 8pm and 8am
- Use hand held hose, drip irrigation, or soaker hoses for trees, garden, non-turf areas and bedded plants during designated water days and times.
- Use of soaker hoses for foundation protection shall be limited to designated water days and times

Outdoor Measures – Vehicle Washing

- Vehicle washing should be avoided except when conducted with a bucket or hand held hose with an automatic shutoff device during designated watering days and times (if possible, use a commercial car wash that recycles water).
- Wash vehicles over lawn areas where possible

Outdoor Measures – Pools and Fountains

- Keep pools covered when not in use.
- Limit pool filter backwashing to only when necessary.
- Utilize supplemental water sources where possible (e.g. purchased water, collected rainwater, etc.).
- Filling or refilling of pools is strongly discouraged. Topping off of existing pools for essential maintenance purposes is acceptable only during designated watering days and times.
- Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

The following uses of water are defined as nonessential and should be avoided during drought:

- wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- use of water to wash down buildings or structures for purposes other than immediate fire protection;
- use of water for dust control;
- flushing gutters or permitting water to run or accumulate in any gutter or street;
- failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s), and any waste of water.

Item 5

Board Discussions and Possible Actions

- g. Discussion and possible action related to accept resignation of Director Blake Dorsett and to fill the vacancy on the Board of Directors.**

Item 5

Board Discussions and Possible Actions

- h. Discussion and possible action to elect a Board Secretary.**

Item 6

General Manager's Report Discussion and possible action topics

Topics

- a. Update on options to conduct Board meetings in person, by telephone and videoconference.**
- b. Update on personnel matters – Hybrid phase of remote/in person.**
- c. Update on upcoming Board Committee activity**
- d. Review of Status Report and update on team activities/projects.**
- e. Upcoming events of possible interest.**

Overview

- Conducting virtual meeting during COVID-19 emergency
- Returning to pre-pandemic meetings by teleconference or videoconference

1

Virtual Meeting During Pandemic

- March 16, 2020 Governor temporarily suspended certain OMA requirements
- In effect until terminated by the Governor or the Disaster Declaration is lifted or expired
- Meetings may be held telephonically or videoconference

2

Notice Requirements during Pandemic

- Notices for telephonic and videoconference meetings need only be posted online
- Notice remain online continuously for 72 hours
- Online notice must include a toll-free dial-in number or a free-of-charge videoconference link
- If an agenda packet normally circulated in face-to-face meeting, then packet must be posted online with agenda

3

Public Comment during Virtual Meeting

- Requirements for public comment suspended provided, however, board must provide alternative methods of communicating with public official
- BUT "Members of the public still entitled to participate and address the board during telephonic or videoconference meeting"

4

Other Requirements for “Pandemic” Meetings

- **Must have a quorum – can be separated**
- **Recording of the meeting must be made available to the public**
- **Requirements regarding the quality of the audio and video (from DIR) suspended**

5

Virtual Meeting – No Pandemic

- **Emergency Meeting by Telephone**
- **Meeting by Videoconference**

6

Meeting by Teleconference – No Pandemic

A meeting by teleconference call may only be held if:

- An emergency or public necessity exists and
- The convening at one location of a quorum of the board is difficult or impossible

7

Meeting by Teleconference – No Pandemic

What's an emergency?

- Immediate action is required because of an imminent threat to public health and safety; or
- A threat relating to or a reasonably unforeseen situation including:
 - Fire, flood, earthquake, tornado, or wind, rain, or snow storm;
 - Power failure, transportation failure, or interruption of communication facilities;
 - Epidemic; or
 - Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

8

Requirements for Emergency Meeting by Telephone – No Pandemic

1. Must provide notice applicable to “other meetings”.
2. The notice must specify as the location of the meeting where board usually meets.
3. Each part of the meeting open to the public shall be audible at the location in the notice.
4. The open meeting portion must be recorded and the recording available upon request.
5. At the meeting location in the notice, the District must provide two-way communication and the ID of each party to the teleconference must be clearly stated before speaking.

9

Meeting by Videoconference – No Pandemic

- Board members of a GCD that extends into three or more counties may all participate by videoconference call for a regular board meeting EXCEPT that the presiding board member must attend in person
- If it’s an emergency meeting, all board members may participate via videoconference remotely for a district extending in three or more counties
- Employees may participate remotely

10

Requirements for holding Videoconference

1. Audio and video feed must be broadcast live.
2. Notice must the physical location of the presiding officer.
3. Each open portion of the meeting must be visible and audible at the location in the notice.
4. An audio recording of the meeting must be available to the public.
5. There must be two-way audio video communication with each person's face visible and voice available while speaking.
6. The audio and video signals perceptible to the public must be sufficient quality so that the public may observe the demeanor and hear the voice.
7. The audio and video signals must meet or exceed DIR standards.

11

DIR Standards

1. Videoconferencing equipment must meet International Telecommunication Union Standards for videoconferencing over telephone or digital network and/or over the public internet or data networks.
2. Videoconference must have a minimum 384KB transmission speed.
3. At least one monitor, minimum size of 27," must be available and within full view of the public. Additional monitors should be placed to ensure a clear view.
4. Audio should be similar in quality and volume as the local audio.
5. Must be in color.
6. Must be audio and video-recorded.

12

Q: Can you use a web conferencing solution to video conferencing during a board meeting?

A: Maybe.

“Some business-class web conferencing services specify that their high-definition videoconferencing services meet...compression protocols for videoconferencing.”

Proprietary vendor protocols may be used “as long as the governmental body has received certification from the vendor stating that the vendor’s equipment and proprietary software protocol release version meets or exceeds the specified standards.”

13

Poor Connection?

- **If communication is lost or disconnected member participating is considered absent**
- **Must maintain a quorum to continue**
- **May recess for six hours or less to fix the issue**

14

Participation by the Public, Consultants?

“Without regard to whether a member of the governmental body is participating in a meeting from a remote location by videoconference call, *governmental body may allow a member of the public to testify at a meeting from a remote location by videoconference call.*”

Representative of AG’s office indicated contractors and consultants could participate via *videoconference*.

15

Participation by Attorney

A board may “use a telephone conference call, video conference call, or communication over the internet to conduct a public consultation with its attorney” in open or closed meeting.

Only applies if the attorney is not an employee.

16

Internet Broadcast of Open Meeting

A district may broadcast an open meeting over the internet.

The district must establish an internet site and provide access to the broadcast from the site.

The meeting notice must be on the internet site.

Vide Conferencing Guidelines

Guidelines are issued by the Department of Information Resources (DIR) to offer technical and operational guidance for governmental bodies. DIR is required by Section 551.127(i), Texas Government Code, to specify minimum standards for audio and video signals at a meeting held by videoconference call. This publication provides technical and operational standards and recommendations to support [1TAC 209 – Minimum Standards for Meetings Held by Videoconference](#). Video and audio recordings that meet the International Telecommunications Union (ITU) standards are of reasonable quality for the purposes of [House Bill 283, 84th Legislature, 2015](#).

Objective

These guidelines offer technical and operational standards and recommendations to enable entities subject to the Texas Open Meetings Act to deploy videoconferencing technology in facilitating open meetings. Law allows one or more members of a governmental body to participate remotely to achieve a quorum.

Technical and Operational Standards

DIR has established the minimum standards for meetings subject to the Open Meeting Act that are held by videoconference:

- 1) Videoconferencing equipment must meet ITU standards for appropriate transmission medium:
 - (a) ITU H.320 or H.324 for videoconferencing over a public switched telephone network (PSTN) or integrated switched digital network (ISDN).
 - (b) ITU H.323 or H.323/SIP (Session Initiation Protocol) for videoconferencing over the public Internet.
 - (c) Use of videoconferencing equipment with proprietary vendor protocols may be used if the vendor certifies that its equipment and proprietary software protocol release version meets or exceeds ITU standards. Prior to use, DIR recommends reviewing technical specifications and contacting the vendor to inquire as to whether the deployed technology meets ITU standards.
- 2) All videoconferencing should employ a minimum 384 KB transmission speed. Note that bandwidth requirements for various resolutions of high-definition video are vendor specific based on the manufacturer's equipment.
- 3) At least one monitor must be available at the primary meeting site for the audience to view remote meeting participants, and be a minimum of 27 inches in size (as measured by the industry). When using a computer web conferencing system at the primary site, a large monitor and adequate speakers should be used.
- 4) The audience and members of the governmental body should have full view of at least one

monitor at each meeting location. Additional monitors should be placed, as required, to ensure a clear view by all in attendance. Audio signals from the remote video conferencing sites should be of similar quality and volume as the local audio at the primary meeting site.

- 5) All videoconference transmissions will be in color and monitors for the viewing public and government members should present color video.
- 6) An audio and video recording of the meeting should be made at the primary meeting site with efforts made to conduct a recording ensuring sufficient quality, including bandwidth.

Additional Recommendations

DIR recommends that state agencies consider the following videoconferencing standards when holding a meeting subject to the Open Meeting Act:

- 1) Videoconferences held between sites on different networks, linked through public switched networks, or between sites not under control by a single government entity should be tested not more than one hour before the actual conference. The purpose of the test is to determine that the network link and applicable video bridges will perform adequately and meet the standards listed in the above sections. This recommendation does not apply to videoconferences at sites that have previously held open meetings within a one-week period.
- 2) Meetings should be moderated by an agreed upon assigned individual from the primary meeting site. The moderator should act to facilitate technical and videoconferencing clarity issues during the meeting. The moderator may, or may not, be a participant in the meeting, but ensures that the video and audio at primary site is clear, and cooperates with remote site participants in resolving technical difficulties.
- 3) Moderator(s) should check camera focus, audio, and camera range prior to each meeting.
- 4) Moderators should ensure that all speakers are within camera range throughout the meeting.
- 5) All members of the governmental body, at the primary site and remote site(s), should be introduced at the start of the meeting. The audience or other participants may be introduced in accordance with the entity's usual practices.
- 6) Remote sites should have the mute enabled in multi-point conferences, unless a participant is speaking.
- 7) Material to be presented should be available at all sites.
- 8) If the governing body goes into a closed session, the public display of the videoconference is no longer required.

Security

Each governmental body should review additional requirements from their regulatory entity and [1TAC 202–Information Security Standards](#)– for the transmission of data through a public or data/IP network.

Open Meeting Procedures

The preceding technical requirements are provided to ensure the quality of videoconference transmission. Questions about satisfying the specific procedural requirements of the Texas Open Meetings Act should be referred to an agency's general counsel or the Office of the Attorney General. The 2018 Open Meetings Act Handbook (Office of the Attorney General) can be found at https://www.oag.state.tx.us/open/publications_og.shtml.

Frequently Asked Questions

1. What hardware and software are needed for videoconferencing?

Successful videoconferencing requires cameras, microphones, display monitors, video compression/decompression (codec) technology, and a telecommunications line (PSTN, data network, or public Internet) for proper transmission of video and audio signals. Videoconferencing between more than two locations requires a multipoint control unit or video bridge that connects the sites allowing all participants to interact with one another.

There are three major categories of videoconferencing solutions that may be considered in implementing videoconferencing:

- **Large conference room expressly designed for videoconferencing**
This includes a room with multiple cameras, monitors, and microphones to accommodate multiple participants in the meeting room and remote locations. Requires staff support to operate equipment during the videoconference.
- **Small conference room or office-based videoconferencing with one or two remote sites**
This is typically a hardware-based solution with camera, codec, and audio in a compact unit that can be used to interact with one or two remote sites.
- **Desktop or web conferencing**
This is a software-based videoconferencing system using a personal computer and internal or external web camera, or even smart phones. This can be used by a remote participant to interact with the conference room or office. Many of these systems are standards-based; however, some vendors use proprietary standards that limit the interoperability of videoconferencing equipment and services.

2. What are ITU Standards and why do I need to use them?

The International Telecommunications Union establishes standards for videoconferencing that define how video and audio are encapsulated for transmission. The equipment purchased or used should specify which videoconferencing standards are certified for that product. Standards ensure interoperability between the videoconferencing sites.

The most common ITU standards are:

- H.320 or H.324 for videoconferencing over the public telephone network
- H.323 for videoconferencing over data networks
- H.323 or H.323/SIP videoconferencing over data/IP networks

3. Can I use a web conferencing solution to videoconference during a board or commission meeting?

There are several desktop web conferencing services and applications that offer audio and videoconferencing using software on a personal computer with a proprietary compression standard. Some business-class web conferencing services specify that their high-definition videoconferencing

services meet ITU H.264 compression protocols that fall under the umbrella H.323 standard for videoconferencing. As with other proprietary systems, use of non-ITU standard devices should be tested for interoperability with the host and endpoint videoconferencing sites before they are used for a meeting.

Note that web conferencing systems specify minimum requirements for computer CPU, memory, and video capability. High-resolution cameras, microphones, and large monitors can be attached to a computer's port or USB connection.

4. Will my local area network support the transmission of videoconferencing?

The transmission of compressed video signals over a data network requires adequate bandwidth and quality of service, therefore testing with a local network administrator is recommended to ensure the network bandwidth can accommodate the robust video signals from the service or equipment you intend to use, and the resident firewall is set to allow passage of the session. Bandwidth requirements vary depending on the specific vendor equipment or service.

**STATUS REPORT UPDATE
FOR THE JULY 8, 2021 BOARD MEETING**

Summary of Significant Activities – Prepared by Staff Leads

Upcoming Dates of Interest

- American Groundwater Trust – Texas Groundwater Conference June 30-July 1 (Austin)
- Texas Groundwater Association Convention – August 1-4, 2021 (San Marcos)
- Texas Alliance of Groundwater Districts
 - Texas Groundwater Summit 2021 – Aug 31-Sep 2 (San Antonio)
- Texas Water Development Board (TWDB) “Water for Texas” 2021 Conference – September 27-29 (Austin)
- GeoGulf 2021 – October 27–29 (Austin)
- National Cave and Karst Management Symposium Nov 1-5 (San Marcos)

DROUGHT MANAGEMENT

Drought Status and Water-Level Monitoring (Justin)

Drought was officially declared at the October 8, 2020, Board meeting. On July 1, 2021, the Lovelady well had a level of 486.0 ft msl, about 8 ft above the drought trigger level. On July 1, Barton Springs was flowing at 83 cfs, well above the drought trigger point due to 8 to 11 inches of rain between May 1 and July 1. Area creeks were flowing including Onion Creek, providing recharge to Antioch Cave and the Edwards Aquifer.

Drought Communication (David, Michael)

Staff has updated District resources and the website to reflect the current Alarm drought stage. Regular social media posts are being scheduled to remind users to conserve and reduce all non-essential groundwater use. Educational resources have been prepared and are available upon request for permittees. Digital educational downloads are available on the website with the Drought Media Tool-Kit located on the Drought Education Page and includes links to other helpful resources. <https://bseacd.org/drought-edu/>

Written permittee notifications and public notice of drought conditions were mailed and emailed out. November was the first month that drought curtailments took effect. Drought Management Fees (DMFs) are now being assessed for permittees over pumping their drought targets. Permittees that are overpumping their drought targets receive a letter and an email stating that they will be assessed the DMFs. Drought curtailments have been in place since October 2020 and will continue to be in place until drought restrictions are lifted.

Permittee Drought Compliance (Michael, Erin)

Data has not been compiled at this time. Compiled information will be made available at the Board Meeting.

Month	Drought Status	Curtailment Requirement	DMFs
October 2020	NA	Drought Declared Oct 8 th , 2020. No curtailments required until Nov 1, 2021.	NA
November 2020	1 st full month of declared Drought Stage II	20% curtailment in effect (Month 1 - Compliance evaluated early December)	NA
December 2020	2 nd full month of declared Drought Stage II	20% curtailment in effect (Month 2 - Compliance evaluated early January)	NA
January 2021	3 rd full month of declared Drought Stage II	20% curtailment in effect (Month 3 - Compliance evaluated early February)	DMF in effect. (Invoice mailed in Feb – due by Aug 5 th .)
February 2021	4th full month of declared Drought Stage II	20% curtailment in effect (Month 4 - Compliance evaluated early March)	DMF in effect. DMFs Waived due to winter storm events.
March 2021	4 th full month of declared Drought Stage II	20% curtailment in effect (Month 4 - Compliance evaluated early April)	DMF in effect. (Invoice mailed in Apr – due by Aug 5 th .)

April 2021	5 th full month of declared Drought Stage II	20% curtailment in effect <i>(Month 5 - Compliance evaluated early May)</i>	DMF in effect. (Invoice mailed in May – due by Aug 5 th .)
May 2021	6 th full month of declared Drought Stage II	20% curtailment in effect <i>(Month 6 - Compliance evaluated early June)</i>	DMF in effect. (Invoice mailed in June – due by Aug 5 th .)
June 2021	7 th full month of declared Drought Stage II	20% curtailment in effect <i>(Month 6 - Compliance evaluated early July)</i>	DMF in effect. (Invoice to be mailed in July – due by Aug 5 th .)

DISTRICT PROJECTS

GMA Joint Planning

➤ ***GMA 10 Coordination (Michael, Vanessa)***

The next GMA 10 meeting will be held on August 10, 2021, at the Caucus Room, Edwards Aquifer Authority 900 E. Quincy, San Antonio, Texas 78215 location. More information can be found at www.gma10.org On April 20, 2021 the GMA took action to approved adopting proposed DFCs.

GMA 10 is currently in the Public Comment period for DFCs. The Public Comment period will end on July 22, 2021. BSEACD will hold a public hearing to approve proposed DFCs on June 10, 2021.

Since BSEACD serves as the GMA 10 chair, will guide the discussions and planning activities at the GMA 10. The primary activities of focus for the 2021 year is the adoption of DFCS and the development of the explanatory report. We continue to coordinate internally on long-term goals related to DFC revisions and DFC monitoring compliance. Staff is actively collaborating in planning discussions internally, and with neighboring GCD representatives and TWDB staff.

➤ ***Explanatory Report Development (Michael, Jeff)***

GM and staff are coordinating a significant planning effort to review technical reports and to update content for the explanatory report that is scheduled to be completed by Summer 2021. Staff is coordinating with the team from Plum Creek GCD to review the previous explanatory report and identify areas of revision. Currently, staff is in the internal review process of the Freshwater Edwards, Saline Edwards and the Trinity Explanatory Reports.

Trinity Aquifer Sustainable Yield Study & Planning

➤ ***Advisory Workgroup Planning (Kendall, Vanessa)***

GM and staff are continuing to review research on sustainability goals, metrics and thresholds. Staff has met with our facilitator four times to discuss the project timeline, communication, and certain components of an Advisory Work Group. Staff has begun discussions to evaluate the level of public participation, the fundamental objectives of the Advisory Work Group, the scope, and process and workflow to engage the participants, all of which will be incorporated into the Advisory Work Group Plan. Staff recently met with the facilitator to discuss the process overview and is working to finalize the level of participant engagement. Staff is meeting internally to discuss how to work through the unreasonable impact factors and what data and information is needed to assess. This project effort has been put on pause while staff works through the database, rules, and enforcement plan edits.

➤ ***Technical Evaluations (Brian)***

Aquifer Science staff continue to collect data on the geology and hydrogeology related to the Trinity Aquifers. We are evaluating water-level data for a number of Trinity wells to look for long-term trends. We are working with Hays County to install Trinity monitor wells in the Jacob's Well area. On March 3, Hays County began drilling a water well near EP that will be used for water supply for the county and also will proved water levels in three zone of the

Trinity. Drilling and installation of this well was completed by March 19. Work on the first phase of the District's own numerical modeling has been completed. This phase involved the development of a steady-state model. We are currently converting the steady-state model into a transient model. We are members of a technical committee to guide the development of a numerical groundwater model of the aquifers influenced by the Blanco River. Planning and funding of the Blanco River/Trinity model (BRATWURST) are close to being finalized with ongoing discussions between Hays County, Meadows Center, and Southwest Research Institute. Hays County has committed to providing \$500,000 to the project. This will allow for complete funding of the model. The Meadows Center is negotiating a contract with Southwest Research Institute to develop the model.

Habitat Conservation Plan (Brian, Erin)

- **COA/BSEACD Technical Meeting:** In December, Aquifer Science hosted a virtual meeting with staff from the City of Austin Watershed Protection Department to discuss activities related to the HCPs of each entity and to share data and reports about these activities.
- **MAC Meeting & Annual Report:** Staff prepared the annual report for review by the Management Advisory Committee (MAC). The MAC met on 1/26/2021 for its annual meeting and provided minimal edits and comments. The comments were incorporated into the final report and the report was submitted to USFWS on 2/25/21.
- **Implementation Schedule:** Staff is reviewing previous planning documents and will develop a new implementation timeline and schedule to guide project tasks and activities for the 1-3 year timeframe.
- **Planning for Technical Tasks:** Aquifer Science staff are coordinating studies at Barton Springs with COA staff. These studies include measurement of dissolved oxygen in the Barton Springs pool and the installation of a monitor well within Zilker Park and south of the pool. The Watershed Protection Department has offered to install monitoring equipment in Barton Springs Pool to measure dissolved oxygen as the springs experience wet to drought conditions. Those instruments will likely be deployed after the summer swim season.

Database Management System - Intera Inc (Michael, Kendall)

Intera continues to work on modules for completion and deployment. Staff had a meeting with Intera on May 4, 2021, to discuss the progress of the project which included scheduling changes and providing Intera with information regarding Drought and Query builder. Staff is currently working on the Permit/Production & Meter Reading sections of the Database mock-ups and has had multiple internal meetings. Staff is trying very hard to stay focused and wrap this up and an in-person meeting is being scheduled for August, with Intera, to wrap up the final stages of the Database. Staff will likely need to spend more time on this project to get it finalized.

ILA Commitments (Brian)

The District has ILA commitments with Hays County and HTGCD to install two monitor wells in the Jacob's Well Area. Information from these wells will be used to better understand the flow system that delivers Middle Trinity groundwater to Jacob's Well, and to develop our numerical groundwater models. Installation of these monitor wells should be completed by late summer 2021.

These two ILAs are being extended until August 31, 2022. We are discussing with Hays County staff the location of one of the wells on Hays County park property.

The ILA with COA is intended 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.

Status update – An annual technical meeting was held in December 2020. In January 2021, the annual MAC meeting was held. Kent Butler Summit small group discussions took place in Jan- Feb 2021. COA/BSEACD plan to have additional discussions and planning efforts to coordinate the details of the DO studies and the monitor well installation.

Region K Planning Activities (Vanessa)

No update.

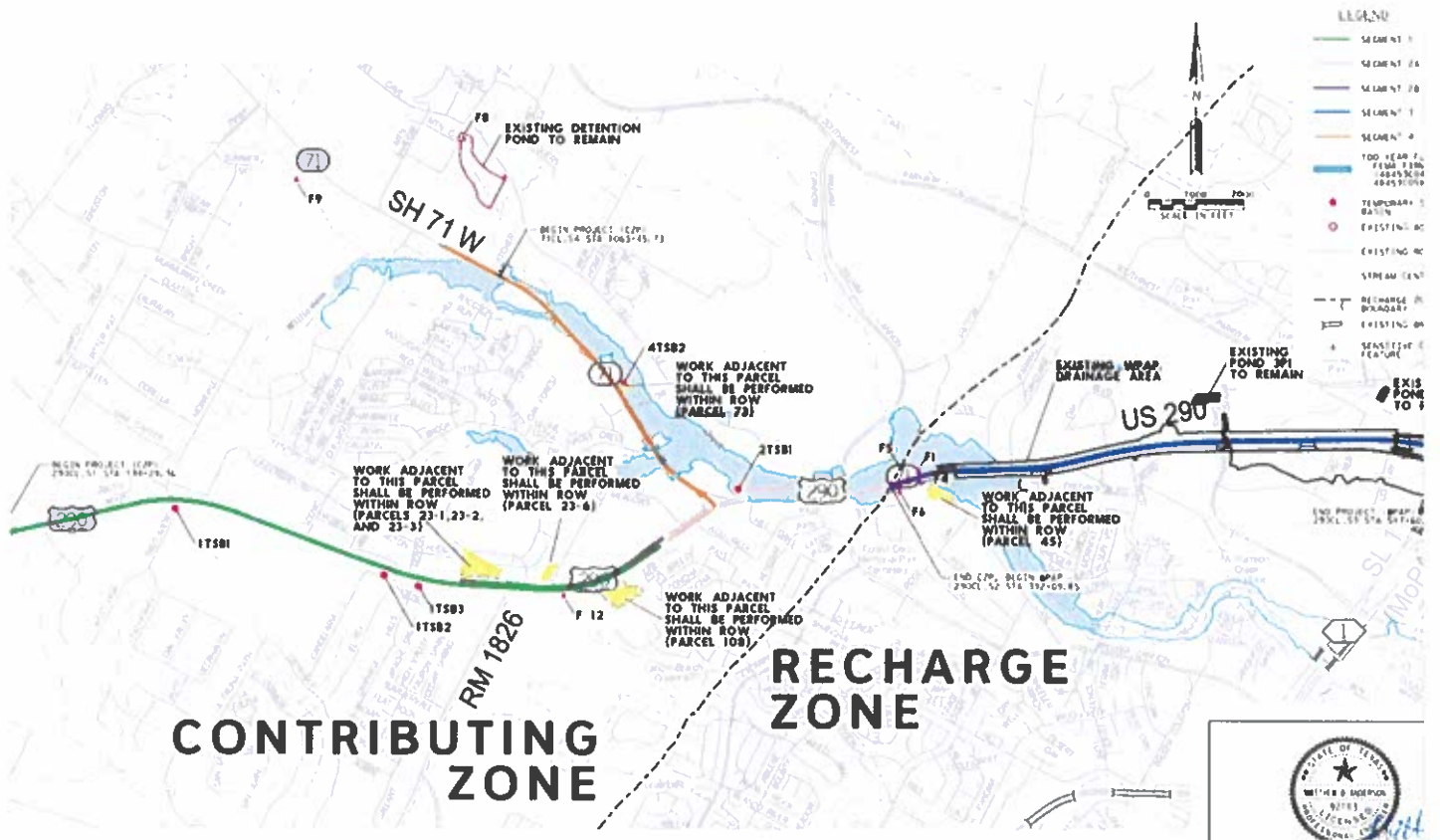
Strategic Planning Implementation (Vanessa):

Vanessa, David, Blayne, Christy held a debrief meeting on 6/25/21 with the facilitators to discuss the next steps of prioritization and developing an implementation plan. David and Vanessa will develop a summary and draft implementation plan to present to the committee.

WPAPs

Staff recently received the Oak Hill Parkway Project WPAP and CZP for Clearing and Grading Phase

Oak Hill Parkway project traverses both the Edwards Aquifer Recharge Zone and Contributing Zone. The project will be divided into 4 segments and an offsite detention pond.



Phasing structure

Work Type	Work Elements	EAPP Permit to Include
Grading	<ul style="list-style-type: none"> Clearing and grubbing Grading/Excavation Retaining Walls, Sound Walls City of Austin Water and Wastewater Lines <p>Note: Wastewater line within Recharge Zone will go thru EAPP SCS application approval process.</p>	<ul style="list-style-type: none"> WPAP & CZP plans Right to possess and use of ROW TCEQ Site Plan <p>Note: Plan sheets related to Impervious Cover will not be provided.</p>
Offsite Detention Pond	<ul style="list-style-type: none"> Clearing and grubbing Construction of earthen dam/berm up to 20 ft high, 700 ft long with concrete spillway Site access and maintenance pad 	<ul style="list-style-type: none"> CZP Exception plan Right to possess and use of ROW Signed and sealed plans for full construction Plan sheets related to Impervious cover and Permanent BMPs
Wastewater line in Recharge Zone	<ul style="list-style-type: none"> City of Austin wastewater line within Recharge Zone Wastewater line that is extended from Recharge Zone to the next manhole in Contributing Zone 	<ul style="list-style-type: none"> SCS plan Right to possess and use of ROW Signed and sealed plans for full construction Plan sheets for temporary BMPs
Full Construction (Final Design)	<ul style="list-style-type: none"> Final Pavement, Bridges, Drainage Structures Permanent BMPs 	<ul style="list-style-type: none"> WPAP and CZP plans Right to possess and use of ROW TCEQ Site Plan

WPAP – RZ

This phase of construction will include clearing, grubbing, grading, and water lines. Temporary BMPs include rock filter dams, silt fences soil retention blankets and inlet protection. Permanent BMPs and water quality basins will not be constructed during this phase are not included in this WPAP. Water quality basins will be roughly graded and serve as temporary sediment and hazardous material traps during construction. A final permit phase will be provided at a later date when impervious cover and permanent water quality ponds and BMPs will be permitted. The GA identified 13 features and 4 were identified as sensitive (F-1, F-4, F-5, F-6). All sensitive features seem to have a 50 ft no-construction buffer as protection.

CPZ – CZ

This phase of construction will include clearing, grubbing, grading, and permanent wall construction and water and wastewater lines. Temporary BMPs will be same as in WPAP. F-12 has been identified and will have 50 ft no-construction buffer and 200 ft watershed catchment.

Training, Presentations, and Conferences (All Teams):

- **Aquifer Science:** *In late April, Brian Smith attended a virtual conference held by the Association of Environmental and Engineering Geologists. He also presented a talk about the construction at the Mopac Intersections project at this conference. In early May, he attended a conference on ASR in Texas. Brian will be part of a panel to discuss ASR at the TAGD Groundwater Summit in September. Jeff Watson attended the AGWT conference in Austin on June 30 and July 1.*
- **Regulatory Compliance:** *NA*
- **Administration:** *Texas State University – William P Hobby Center for Public Service. Public Funds Investment Act (PFIA training). Risk and Diversification, and The Trigger of PFIA-Orange County. Required bi-ennial training for Investment Officer of 4 hours, as required by TWC Chapter 36.*
- **Communications and Outreach:** *NA*
- **General Manager:** *Vanessa presented at the TWCA summer Conference on June 11 – “Remote Working in Your Organization”. She will also present at the upcoming TAGD Summit.*
- **All Staff:** *Cybersecurity Training TAGD*

New Maps, Publications, or Reports:

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

The latest eNewsletter published in April 2021 can be found at:
<https://bseacd.org/publications/newsletters/>

LITIGATION AND LEGISLATION

Litigation and SOAH Activities (Vanessa)

- **Electro Purification Production Permit:**

Current Activity: No further actions have been taken and no new updates are available.

Recent Background: On April 14th the GM and counsel met with EP to discuss their desired requests relating to amending their permit application request. We discussed administrative processes and options relating to their permit request as well as the GM's current position statement.

On March 9th the GM issued a letter to EP returning the July 17, 2017 application of Electro Purification LLC and explaining that there is no further action that the GM intends to take in connection with the remand. On March 11th the applicant, EP, responded to the GM's 3/9 letter, stating that they interpret the EP application to still be active and necessitating Board Action.

The district submitted pre-filed testimony and a revised GM Position Statement in December 2020. Depositions were scheduled for Jan-Feb 2021. On Jan 11, 2021 EP filed a Notice of Nonsuit and request to remand the application back to the District. On Jan 15, 2021, the District filed a response to the applicant's Notice of Nonsuit and requested that the ALJs find that with a nonsuit, that EP has withdrawn the application. On Jan 25, 2021 EP filed a response disagreeing with the District's request that the ALJs find the application withdrawn. On Feb 4, 2021, the ALJs dismissed the EP matter and remanded the matter back to the District. The original hearing on the merits will no longer be set for the dates of April 12-16 & 19-20, 2021.

- **Needmore Water LLC:**

On 5/28/21 TEPESA, Needmore and the District representatives agreed on a settlement document to present to present and consider for signature. Under the agreement TEPESA will dismiss its lawsuit against the District and Needmore with the ability for TEPESA to refile the suit in the next 6 years ("reopener") if Needmore or a successor changes the use of the water from what's authorized under Needmore's permit. After 6 years, TEPESA loses the right to refile the lawsuit even if the permit is amended.

87th Legislature Bill Activity (Vanessa, Kendall)

The session is officially over but is very likely there will be a special session this summer or fall. Unfortunately, many water bills died, including SB 152. SledgeLaw Group has tracking reports on what bills passed.

RULEMAKING, PERMITTING, AND ENFORCEMENT

Rulemaking (Michael, Kendall)

The Regulatory Compliance team has developed draft documents to amend District Rules and enforcement procedures that pertain to two rulemaking areas in particular. Staff has present rule concepts and updated timelines to the Board and will have a public hearing on the rules on July 8, 2021. The two areas of focus for the rulemaking efforts are:

- Improving the rule language relating to enforcement violations and penalties for over pumping of annual permits.
 - a. Staff has met internally to discuss the changes,
 - b. Review by legal advisor and rules committee,
 - c. Draft provided to Board at June 10, 2021 Board meeting,
 - d. Next step is to approve Rules on July 8, 2021

The staff continues to meet internally on edits to the Enforcement Plan and will schedule meetings with the rules committee as needed. Staff hopes to bring the Enforcement Plan to the full Board in August for approval.

- Open up permit criteria relating to Conditional Class A permits that would allow for more firm yield permit options for small volume permittees.

Staff estimated the number of new permits and an associated volume (range) that could result from the rule change. Staff then meet with our consultant Kirk Holland in early March to discuss potential impacts to the HCP. This effort has been put on hold until database tasks are finalized.

Enforcement and Compliance Matters (Michael, Erin)

<i>Compliance/Enforcement</i>			
<i>Permittee or Entity Name</i>	<i>Aquifer</i>	<i>Use Type</i>	<i>Notes</i>
Aqua Texas – Bliss Spillar	Edwards	PWS	Pre-Enforcement Meeting on 5/4/21. Follow up letter was sent with deadlines to complete certain tasks. Representatives have not been responsive. Will ask Board to order Show Cause Hearing for August Meeting if permittee does not respond to letter sent on 6/25/2021.

Permitting Activity (Michael, Erin)

<i>In Review</i>				
<i>Application Type</i>	<i>Aquifer</i>	<i>Applicant Name</i>	<i>Use Type</i>	<i>Volume Request</i>
LPP	Upper Glen Rose	Compton, Thom and Rhonda	Domestic	500,000
LPP	Lower Glen Rose	Hallam, Jerry	Domestic	500,000
LPP	Waiting on Paperwork	Mary Burton	Domestic	500,000
Change of Ownership	Edwards	James Stinson	Agricultural/Livestock	430,000
Change of Ownership	Edwards	Ford Restaurant Group	Commercial	1,875,000
<i>Recently Approved</i>				
<i>Application Type</i>	<i>Aquifer</i>	<i>Applicant Name</i>	<i>Use Type</i>	<i>Volume Request</i>
Exempt	Edwards	Crowell, David	Domestic	(Exempt)

AQUIFER STUDIES

(Brian)

Permitting Hydrogeologic Studies:

- Aqua Texas Inc- Aquifer Science staff has been involved with Aqua Texas as they are testing a Lower Trinity well in Chaparral Park. Aqua has submitted a hydro-report for the District for review.
- Aquifer Science staff have reviewed plans for a Trinity well at Ski Quest east of IH-35, but we don't know if Ski Quest intends to install the well.

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

- Colemans Canyon- As part of the Jacob's Well study, we are collecting data from domestic wells in the area. A dye-trace study will be conducted this year with Hays County, EAA, and HTGCD.
- Planning for installation of two monitor wells near Jacob's Well.
- Kinder Morgan Permian Highway Pipeline – WQ Workgroup: A meeting was held in May with various parties interested in conducting some form of groundwater monitoring related to the pipeline. Overall, the parties were supportive of some type of monitoring of petroleum hydrocarbons in the Trinity Aquifer. We will draft a work plan and present it to the group in a future meeting.

Field Activities:

- Antioch- Continuing to maintain the system and to collect data on flow into the vault.
- Well Monitoring- Continuing to maintain equipment in numerous monitor wells and to download and interpret data.

Trinity Aquifer Modeling Development:

- BRATWURST Modeling- Waiting for Meadows Center to give SWRI the go-ahead to start the model. This should start by late July now that funding for the project has been completed.
- In-house model- Working to transition the steady-state model into a transient model and looking for an advisor to guide us through the transition process.
- DSS Tool -A small project is underway by a consulting company in Nebraska to develop a Groundwater Evaluation Tool (GET) for the Trinity Aquifers using the District's in-house model. This work is being paid for by a grant from the Environmental Defense Fund. A demonstration of GET was conducted on June 3 for District staff.

COMMUNICATIONS AND OUTREACH
(David Marino)
June 2021

Website: During the month of June, a new banner was added on the proposed rules hearing. The proposed budget and rules hearing was also added under spotlights. A press release on the Needmore Settlement was added under spotlights and press releases. The upcoming Independence Day Closure was posted under spotlights. The *BSEACD Newsroom* page was also updated with latest press releases, upcoming meetings, videos, etc. <https://bseacd.org/publications/bseacd-newsroom/>

Website Redesign. The website committee will reconvene in July. The committee had its first meeting in May. The committee is working on how to reorganize the information, along with new design ideas. Communications & Outreach also met with Brian Zavala, the District’s website contracted help. Brian will work with the District to redesign and reorganize the website.

Website Analytics 2021			Top Website Pages Visited		
Month	Total Page Views	Unique Page Views	May	June	July
March	3,386	2,608	Homepage 732	Homepage 719	
April	3,782	2,846	Drought Status 184	Drought Status 276	
May	2,822	2,358	Maps 164	Maps 144	
June	2,689	2,278	About the Aquifers 88	About Us/Staff 76	
			About Us/Board 77	About the Aquifers 70	

Press Releases/Media: Communications & Outreach put out a press release on June 9 regarding the settlement over the Needmore Water LLC Permit litigation. https://bseacd.org/uploads/BSEACD-Enters-Settlement-with-TESPA-Trinity-Edwards-Springs-Protection-Association-Over-Needmore-Water-LLC-Permit.pdf?fbclid=IwAR2WbbAT6qO_HKK4zzoxBDdNctedrf1Wq3e4ga6uXWB3lunvjv9kxoHAgWo

The Hays Free Press covered the Needmore Settlement matter. You can find their article here: <https://haysfreepress.com/2021/06/15/aquifer-districts-settle-lawsuits-needmore-still-allowed-to-pump-289-million-gallons/>

Legislative session failed to pass bills to address water conservation and preservation efforts:
<https://www.kvue.com/article/news/investigations/defenders/bills-to-address-water-conservation-and-preservation-efforts/269-3118d2f8-aae7-47b7-867f-670c679c9972>

Strategic Planning: Attended debriefing meeting with facilitators. I will be working with General Manager on breaking down the strategic planning information.

TAGD (Texas Alliance of Groundwater Districts) GCD Index Audit: Communication & Outreach Manager is part of TAGD's Information & Education Committee. TAGD asked the committee to help audit the GCD Index. Audit is finished.

Strategic Communications and Outreach Plan – Reviewed Communications & Outreach draft with Communications Committee (Dan Pickens, Christy Williams, Vanessa Alvarado). The plan includes the following goals and policies: external communications, internal communications, crisis communications, media procedure, social media/website policy, etc. Board Directors gave constructive feedback. There are a number of revisions that need to be made.

Employee Satisfaction Survey: Communications & Outreach worked with General Manager to compile an employee satisfaction survey. The survey was submitted to staff and is due back by July 2. <https://www.surveymonkey.com/r/L6X6D9G>

Videos (Uploaded to YouTube and Twitter/Facebook):

Rain Falling: <https://www.youtube.com/watch?v=dUiPHMzC-T4>

Throwback Thursday: Cripple Crawfish Cave:
<https://www.youtube.com/watch?v=AaxL5tkUTRw>

Fun Fact Friday – June 18, 2021
<https://www.youtube.com/watch?v=Ox6lnQEvj6Y>

BSEACD YouTube Channel Promotion Video
<https://www.youtube.com/watch?v=CByke9ksPBw>

How Groundwater Modeling Works
<https://www.youtube.com/watch?v=MTfXvIVbuOk&t=1s>

GET Decision Support Tool - Groundwater Modeling
<https://www.youtube.com/watch?v=MTfXvIVbuOk&t=1s>

Groundwater Modeling Video Preview
https://www.youtube.com/watch?v=IN2H_CRoPHg

BSEACD Monthly Social Media Roundup/Groundwater News

Social Media Roundup (June 2021): <https://bseacd.org/uploads/BSEACD-Social-Media-Roundup-June-2021.pdf>

Monthly Groundwater News (June 2021): <https://bseacd.org/uploads/BSEACD-Monthly-Groundwater-News-Dates-of-Interest-June-2021.pdf>

Social Media (Twitter & Facebook): Here is everything we shared in June on social media:

Do It Yourself Rain Barrels, Types of Karst Features, TWDB Water Weekly Report, Garden Pictures, Independence Day Holiday, Water Wise Wednesday: Self Irrigation Audit, Sinkholes are Karst Features, Drought Report, National Selfie Day Staff Photos, Aquarena Springs-Spring Lake Preserve Trail Photo, Geophysical Logs post, What is Karst?, Karst Regions, Throwback Thursday Barton Springs photo, Deep in the Karst of Texas Campaign, Texas Karst Waters, Fun Fact Friday Video – June 24, 2021, Strawberry Moon photo, Groundwater modeling video preview, Barton Springs Salamander information, Groundwater Modeling full video, Throwback Thursday: Borheim Quarry, YouTube promotions video, Fun Fact Friday, District Video Promo, TWDB Water Weekly Report, Onion Creek Peak at Driftwood and pictures of Antioch Cave, Virtual Board Meeting, June 10, Water Wise Wednesday: Use Least Toxic Method to Deal with Pests, BSEACD Press Release: Settlement Agreement Over Needmore Water LLC Permit Litigation, Virtual Board Meeting Reminder, Throwback Thursday – Photo of Jacob’s Well, Environmental Defense Fund Webinar, Memorial Day Holiday - Offices Closed, Barton Springs & Lovelady Monitor Well levels, Pictures of Greenery Around District Office, TWDB Water Weekly Report, Water Wise Wednesday: Native & Adapted Plants for Central Texas, Social Media video promo, Throwback Thursday: Cripple Crawfish Cave, Rain Video, Barton Springs Pool Closed,

The top performing post on Facebook for the month of June was the post on the Onion Creek peak at Driftwood at 1,910 cubic feet per second – it reached 680 people and had 87 engagements. The top performing video on Facebook was “How Groundwater Modeling Works” with 71 views. The top post on Twitter for the month of June was a post saying that our offices will be closed for Independence Day. It had 212 impressions. The top performing video on YouTube for the month of May was a promo video to subscribe to our YouTube channel. It had 19 views.

GENERAL ADMINISTRATION
(June 4 – July 2, 2021)

Accounts Receivable/Permittee Cycle Billings

On June 16, invoices went out for July monthly production fee billings. There is only one monthly billing cycle left for FY 2021 (August). DMF invoices for the year will go out with the August monthly production fee billings that are mailed out on July 16, due on August 5, and considered late on August 16.

Budget 2022 Proposed Version, and Fee Schedule with Fee Schedule Resolution

The FY 2022 Draft Proposed Budget and Fee Schedule will be presented to the Board at the July 8 meeting.

Drought Assessments - DMFs (Drought Management Fees)

Drought letters are mailed out monthly, during drought, to permittees to notify them of any drought compliance target chart issues.

DMFs were assessed in June to apply to May pumpage, and have been applied to May drought target invoices.

Total DMFs invoiced to date = \$3950. Total payments of \$2250 have been received. (Although payments are not due until August, several permittees prefer to pay as they receive a DMF rather than waiting until the end of the year to remit payments.)

Financial Reporting – Website Transparency Section (Texas Comptroller’s Office)

These are four separate reports and in different format (data over formatting) than the four monthly financial reports that are included in Board backups.

Transparency Star-related: Most current, available financial reports are to be posted on our website and accessible within three clicks, as required by the Texas Comptroller of Public Accounts Transparency Star Program. Balance Sheets, Profit and Loss Statements, and Check Registers (Operating and Payroll) through May 2021 have been posted on the District website.

Public Funds Investment Act (PFIA) Training – Required Biennially

Two courses (5 hours) currently in process through Texas State University: (1) Risk and Diversification, and (2) The Trigger of the PFIA – Orange County, for District Investment Officer, as required by Chapter 36.

Miscellaneous

Contract/ILA renewals, Master Services Contracts (MSCs) process of five-year renewals (2022-2026) to be addressed at August board meeting for Board approval of “Approved Vendors” list. New firewall install completed (IT).

The Administration Team typically has repetitive monthly tasks e.g. monthly bank reconciliations, daily phone answering, monthly adjusting journal entries, accounts payable, contract/grant/project tracking, monthly meter reading reporting, office maintenance and repairs, budget monitoring, payroll, 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 extraordinary tasks outside of our routine tasks, but support all other teams.

Item 7

Director's Reports

Directors' Reports.

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

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

Item 8

Adjournment