



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

Thursday, July 14, 2022

5:00 PM

IN-PERSON

Notice is given that a **Regular Meeting & Public Hearing** of the Board of Directors (Board) of the Barton Springs/Edwards Aquifer Conservation District will be held on **Thursday, July 14, 2022** commencing at **5:00 p.m.** at the **District office, located at 1124 Regal Row, Austin, Texas**. This meeting will be audio recorded and the recording will be available on the District's website after the meeting.

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

AGENDA

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

- 1. Call to Order.**
- 2. Citizen Communications (Public Comments of a General Nature).**
- 3. 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. **Pg. 4**
 - b. Approval of minutes of the Board's June 9, 2022 Regular Meeting. **Not for public review at this time**
 - c. Approval of Joint Funding Agreement between the District and USGS for Water Resource Investigations. **Pg. 27**

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

- a. Review of key team activities/projects. **Pg. 31**
- b. Aquifer status update.
- c. Upcoming events of possible interest.

5. Public Hearing.

Public Hearing on the District’s proposed fiscal year 2023 Budget and Fee Schedule.

6. Discussion and possible action.

- a. Discussion and possible action related to the approval of the fiscal year 2023 Fee Schedule by Resolution #071422-01. **Pg. 48**
- b. Discussion and possible action related to the approval of the proposed fiscal year 2023 annual Budget. **Pg. 57**
- c. Discussion and possible action related to adopting an order calling the November 8, 2022 Election, and approving Joint Election and Election Services Agreements with Travis, Hays, and Caldwell Counties, and ordering other matters incident and related to such Election. **Pg. 64, 72, 86, 99, 112, 118**

7. Director Reports.

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

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

8. Adjournment.

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

Item 1
Call to Order

Item 2

Citizen Communications

Item 3

Consent Agenda

(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.**
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- c. Approval of Joint Funding Agreement between the District and USGS for Water Resource Investigations.**

Financial Reports – June 2022

July 14, 2022 Board Meeting

1. Profit and Loss Budget vs Actual

September 1, 2021 through June 30, 2022

2. Profit and Loss Previous Year Comparison

September 1, 2021 through June 30, 2022

3. Balance Sheet Previous Year Comparison

As of June 30, 2022 (compared to June 30, 2021)

4. Check Register – TRUIST Bank Account

June 1, 2022 through June 30, 2022

1. Profit and Loss Budget vs Actual

September 1, 2021 - June 30, 2022

**BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
PROFIT AND LOSS - BUDGET VS ACTUAL**

September 1, 2021 - June 30, 2022

	Sept 1, 2021-June 30, 2022	Budget	% of Budget	Notes
INCOME				
4400.0 · Interest Income	1,800.04	1,000.00	180.0%	
4625.0 · MISCELLANEOUS INCOME	16,849.57	0.00	100.0%	Includes \$16,778 from conservation credit donations
4800.0 · USAGE AND PRODUCTION FEES	1,461,619.99	1,527,582.00	95.68%	Includes 4 quarters of cycle billings (44,741 cons credits reduced the %)
4810.0 · OTHER FEES	13,246.80	12,300.00	107.7%	Well development, applications, pluggings
TOTAL INCOME	1,493,516.40	1,540,882.00	96.93%	
EXPENSE				
6000.0 · UTILITIES	16,812.01	22,000.00	76.42%	
6005.0 · Print/Copy/Photo Services	1,571.08	2,000.00	78.55%	
6007.0 · Postage/Freight/Shipping	696.03	2,500.00	27.84%	
6010.0 · Office Supplies	4,552.29	6,000.00	75.87%	
6010.2 · Office Furniture	0.00	1,500.00	0.0%	
6011.0 · Comp Hardware-Plotter Supplies	4,195.72	6,000.00	69.93%	
6014.0 · Software Acquisition and Upgrades	759.99	6,000.00	12.67%	Renewals in July and August to be posted here.
6015.0 · IT Monthly Maintenance	14,387.50	19,140.00	75.17%	
6016.0 · Meeting Expense	1,246.59	2,000.00	62.33%	
6019.0 · Subscriptions/Publications	3,790.85	4,200.00	90.26%	
6020.0 · Advertising	2,218.84	4,000.00	55.47%	
6021.0 · MISCELLANEOUS EXPENSES	564.48	0.00	100.0%	
6022.0 · Accounting System Operation	3,196.75	6,600.00	48.44%	Includes Journyx timekeeping software
6023.0 · MAINTENANCE	15,105.93	20,400.00	74.05%	Office and Auto
6025.4 · Facilities Repairs	2,859.80	5,000.00	57.2%	Septic System Repair
6040.0 · LEASES	8,190.72	10,650.00	76.91%	Copier and Postage Machine
6065.0 · DIRECTOR EXPENSES	0.00	2,500.00	0.0%	
6066.0 · Directors Compensation	13,450.00	25,000.00	53.8%	

	Sept 1, 2021-June 30, 2022	Budget	% of Budget	Notes
6075.0 · DUES & MEMBERSHIPS	5,437.63	6,100.00	89.14%	
6080.0 · COMMUNICATIONS AND OUTREACH	10,036.82	19,011.00	52.8%	
6081.0 · REGULATORY COMPLIANCE	2,672.22	21,000.00	12.73%	
6084.92 · GENERAL MANAGEMENT	4,889.01	34,523.00	14.16%	
6089.0 · AQUIFER SCIENCE	15,363.19	34,800.00	44.15%	
6090.0 · Conservation Credits	0.00	20,184.00	0.0%	Actual credits \$44,741 (with 16,778 donated back)
6100.0 · INSURANCE - DISTRICT	5,257.99	7,047.00	74.61%	Property, Liability, Auto, E&O
6150.0 · INSURANCE - GROUP	97,629.16	173,900.00	56.14%	Health, Dental, Life, Vision, STD and LTD
6160.0 · LEGAL SERVICES	45,177.09	85,000.00	53.15%	General Matters, Personnel, Redistricting
6170.0 · PROFESSIONAL SERVICES	43,542.76	106,150.00	41.02%	Audit, Elections, Retirement Fees
6179.0 · LEGISLATION	9,000.00	12,000.00	75.0%	Currently not in session
6180.0 · PROFESSIONAL DEVELOPMENT	5,132.22	19,000.00	27.01%	
6199.0 · SALARIES AND WAGES	680,483.79	951,668.00	71.5%	
6203.0 · TAXES & BENEFITS	100,291.37	133,527.00	75.11%	
6800.0 · PROJECTS	67,825.91	83,000.00	81.72%	
TOTAL EXPENSE	1,186,337.74	1,852,400.00	64.04%	
NET ORDINARY INCOME	307,178.66	-311,518.00		Negative effect (shortfall) to budget before accounting for the transfers to balance the budget, shown below.
OTHER INCOME				
9000.00 · Transfer from Reserves	0.00	311,868.00		\$175,000 from Cash Flow Reserve; \$3361 scholarship donations;
TOTAL OTHER INCOME	0.00	311,868.00		\$83,000 Jacobs Weil project; \$50,507 from General.
NET INCOME	307,178.66	350.00		This is the difference between the negative amount in Net Ordinary Income before the transfers in from other accounts, needed to balance the budget.

2. Profit and Loss - Previous Year Comparison

September 1, 2021 - June 30, 2022

BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
PROFIT AND LOSS -PREVIOUS YEAR COMPARISON
September 1, 2021 - June 30, 2022

	Sept 1, 2021-June 30, 2022	Sept 1, 2020-June 30, 2021	\$ Change	% Change
INCOME				
4400.0 · Interest Income	1,800.04	842.69	957.35	113.61%
4625.0 · MISCELLANEOUS INCOME (includes \$16,778 conservation credits donation)	16,849.57	5,141.53	11,708.04	227.72%
4800.0 · USAGE AND PRODUCTION FEES *	1,461,619.99	1,667,567.08	-205,947.09	-12.35%
4810.0 · OTHER FEES (well development, applications, pluggings)	13,246.80	13,078.43	168.37	1.29%
TOTAL INCOME	1,493,516.40	1,686,629.73	-193,113.33	-11.45%
EXPENSE				
6000.0 · UTILITIES	16,812.01	16,427.75	384.26	2.34%
6005.0 · Print/Copy/Photo Services	1,571.08	836.60	734.48	87.79%
6007.0 · Postage/Freight/Shipping	696.03	1,364.32	-668.29	-48.98%
6010.0 · Office Supplies	4,552.29	3,562.71	989.58	27.78%
6011.0 · Comp Hardware-Plotter Supplies (replaced two 7-year old desktops)	4,195.72	5,092.77	-897.05	-17.61%
6014.0 · Software Acquisition & Upgrades	759.99	3,480.35	-2,720.36	-78.16%
6015.0 · IT Monthly Maintenance (contract services increased)	14,387.50	10,000.00	4,387.50	43.88%
6016.0 · Meeting Expense	1,246.59	632.55	614.04	97.07%
6019.0 · Subscriptions/Publications	3,790.85	1,379.76	2,411.09	174.75%
6020.0 · Advertising	2,218.84	8,107.22	-5,888.38	-72.63%
6021.0 · MISCELLANEOUS EXPENSES (2021 refunded EP SOAH deposit \$53,404)	564.48	55,446.86	-54,882.38	-98.98%
6022.0 · Accounting System Operation (includes Jourmyx timekeeping software)	3,196.75	3,480.75	-284.00	-8.16%
6023.0 · MAINTENANCE (Office and Auto)	15,105.93	9,890.28	5,215.65	52.74%
6025.4 · Facilities Repairs (includes Septic System Repair)	2,859.80	2,611.00	248.80	9.53%
6040.0 · LEASES (Copier and Postage Machine)	8,190.72	7,727.05	463.67	6.0%
6065.0 · DIRECTOR EXPENSES	0.00	33.77	-33.77	-100.0%
6066.0 · Directors Compensation	13,450.00	19,550.00	-6,100.00	-31.2%
6075.0 · DUES & MEMBERSHIPS	5,437.63	5,685.12	-247.49	-4.35%

	Sept 1, 2021-June 30, 2022	Sept 1, 2020-June 30, 2021	\$ Change	% Change
6080.0 · COMMUNICATIONS AND OUTREACH	10,036.82	3,393.79	6,643.03	195.74%
6081.0 · REGULATORY COMPLIANCE	2,672.22	5,397.74	-2,725.52	-50.49%
6084.92 · GENERAL MANAGEMENT	4,889.01	8,022.85	-3,133.84	-39.06%
6089.0 · AQUIFER SCIENCE	15,363.19	10,875.40	4,487.79	41.27%
6100.0 · INSURANCE - DISTRICT (Property, Liability, Auto, E&O)	5,257.99	4,978.29	279.70	5.62%
6150.0 · INSURANCE - GROUP (Employee Health, Dental, Life, Vision)	97,629.16	107,767.07	-10,137.91	-9.41%
6160.0 · LEGAL SERVICES	45,177.09	84,096.45	-38,919.36	-46.28%
6168.11 · SOAH - EP	0.00	1,171.88	-1,171.88	-100.0%
6170.0 · PROFESSIONAL SERVICES	43,542.76	127,100.81	-83,558.05	-65.74%
6179.0 · LEGISLATION (not in session)	9,000.00	30,000.00	-21,000.00	-70.0%
6180.0 · PROFESSIONAL DEVELOPMENT	5,132.22	3,278.99	1,853.23	56.52%
6199.0 · SALARIES AND WAGES	680,483.79	666,016.96	14,466.83	2.17%
6203.0 · TAXES & BENEFITS	100,291.37	100,821.22	-529.85	-0.53%
6800.0 · PROJECTS (Jacob's Well Project)	67,825.91	0.00	67,825.91	100.0%
TOTAL EXPENSE	1,186,337.74	1,308,230.31	-121,892.57	-9.32%
NET INCOME	307,178.66	378,399.42	-71,220.76	-18.82%

CAPITALIZATION INDICATES ACCOUNTS THAT HAVE SUB-CATEGORIES.

Those sub-categories have been collapsed.

* Difference attributed to the decreased CoA fees in 2022 and the higher conservation credits in 2022 (\$44,741).

3. Balance Sheet - Previous Year Comparison

As of June 30, 2022
(compared to June 30, 2021)

**BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
BALANCE SHEET - PREVIOUS YEAR COMPARISON**

As of June 30, 2022

	June 30, 2022	June 30, 2021	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1000.0 · Cash in Bank-Checking Truist	49,986.50	66,132.95	-16,146.45	-24.42%
1010.0 · Cash in Bank - Payroll Truist	6,833.27	10,687.07	-3,853.80	-36.06%
1030.0 · TexPool Funds - General				
1030.1 · Aquifer Protection Reserve (\$4700 added from last drought's DMFs)	56,750.00	52,050.00	4,700.00	9.03%
1030.21 · Cash Flow Reserve (\$175,000 approved usage for operational budget)	175,000.00	350,000.00	-175,000.00	-50.0%
1030.3 · Hays Co/HTGCD Jacobs Well Project (funds are now in operational budget)	0.00	83,000.00	-83,000.00	-100.0%
1030.0 · TexPool Funds - General Operational	869,774.25	542,778.84	326,995.41	60.25%
Total 1030.0 · TexPool Funds - General	1,101,524.25	1,027,828.84	73,695.41	7.17%
1040.0 · TexPool Funds - Contingency	505,329.10	504,752.95	576.15	0.11%
1045.0 · TexPool Funds - Reserve (Vacation and Comp Payable)	64,629.70	61,058.22	3,571.48	5.85%
Total Checking/Savings	1,728,302.82	1,670,460.03	57,842.79	3.46%
Accounts Receivable				
1200.0 · Accounts Receivable				
1200.1 · A/R DMF (Drought Management Fees)	0.00	-2,250.00	2,250.00	100.0%
1200.0 · Accounts Receivable (billed invoices not yet received)	15,532.51	18,973.88	-3,441.37	-18.14%
Total 1200.0 · Accounts Receivable	15,532.51	16,723.88	-1,191.37	-7.12%
Total Accounts Receivable	15,532.51	16,723.88	-1,191.37	-7.12%
Other Current Assets				
1100.0 · Petty Cash	300.00	300.00	0.00	0.0%
1300.0 · Pre-paid Expenses	4,711.77	3,401.96	1,309.81	38.5%
1499.0 · Undeposited Funds-A/R payments (received, posted, not yet deposited)	19,259.77	11,547.57	7,712.20	66.79%
Total Other Current Assets	24,271.54	15,249.53	9,022.01	59.16%
Total Current Assets	1,768,106.87	1,702,433.44	65,673.43	3.86%

	June 30, 2022	June 30, 2021	\$ Change	% Change
Fixed Assets				
1400.0 · Field Equipment	376,487.89	376,487.89	0.00	0.0%
1410.0 · Office Equipment & Furniture	19,722.90	19,722.90	0.00	0.0%
1410.1 · Computer Hardware & Software	19,329.69	19,329.69	0.00	0.0%
1420.0 · Vehicles	52,363.03	52,363.03	0.00	0.0%
1430.0 · Accumulated Depreciation	-608,852.24	-608,852.24	0.00	0.0%
1440.0 · Land (Antioch Cave)	165,415.00	165,415.00	0.00	0.0%
1445.0 · Office Building	268,588.04	268,588.04	0.00	0.0%
Total Fixed Assets	293,054.31	293,054.31	0.00	0.0%
Other Assets				
1500.0 · Organizational Costs	300,783.26	300,783.26	0.00	0.0%
1510.0 · Accumulated Amortization	-326,324.26	-326,324.26	0.00	0.0%
1600.0 · Deposits Paid (Utilities)	71.00	71.00	0.00	0.0%
Total Other Assets	-25,470.00	-25,470.00	0.00	0.0%
TOTAL ASSETS	2,035,691.18	1,970,017.75	65,673.43	3.33%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
2010.0 · Rebates Payable - Conservation Credits	44,741.10	20,183.63	24,557.47	121.67%
2100.0 · Deferred Revenue	75,741.00	75,741.00	0.00	0.0%
2110.0 · Direct Deposit Liabilities	1,035.01	-21,271.76	22,306.77	104.87%
2200.0 · Fica & Medicare Withheld	-11.31	35.52	-46.83	-131.84%
2220.0 · Federal Income Tax Withheld	-1,065.01	-1,035.01	-30.00	-2.9%
2230.0 · Employer Fica & Medicare Payable	-150.56	-103.73	-46.83	-45.15%
2250.0 · TWC Unemployment Tax Payable	0.00	1,431.05	-1,431.05	-100.0%
2270.0 · Payroll Liabilities	-53.56	0.09	-53.65	-59,611.11%
2300.0 · Accrued Vacation Payable	61,661.69	60,263.64	1,398.05	2.32%
Total Other Current Liabilities	181,898.36	135,244.43	46,653.93	34.5%
Total Current Liabilities	181,898.36	135,244.43	46,653.93	34.5%
Total Liabilities	181,898.36	135,244.43	46,653.93	34.5%

	June 30, 2022	June 30, 2021	\$ Change	% Change
Equity				
3000.0 Fund Balance	1,181,186.90	1,090,946.64	90,240.26	8.27%
3000.3 Invested in Capital Assets	365,127.26	365,127.26	0.00	0.0%
3110.0 Reserve for Petty Cash	300.00	300.00	0.00	0.0%
Net Income	307,178.66	378,399.42	-71,220.76	-18.82%
Total Equity	1,853,792.82	1,834,773.32	19,019.50	1.04%
TOTAL LIABILITIES & EQUITY	2,035,691.18	1,970,017.75	65,673.43	3.33%

4. Check Register

TRUIST BANK
June 1 – June 30, 2022

BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
MONTHLY CHECK REGISTER
 June 1 - June 30, 2022

Type	Date	Num	Name	Memo	Amount	Balance
Check	06/01/2022	26334	Exxon Mobil Business Card	Gasoline 5-5 through 5-18-22	-158.44	72,695.01
Check	06/01/2022	26335	WM Corporate Services	Trash and Recycle Dumpsters 6-1 through 6-30-22	-493.33	72,536.57
Check	06/01/2022	26336	Pedernales Electric Cooperative	Electricity 4-22-22 to 5-22-22	-416.16	72,043.24
Check	06/01/2022	26337	Bickerstaff	General Matters/Personnel 4-25 through 5-15-22	-2,117.50	71,627.08
Liability Check	06/02/2022	EFT6022	Reliance Trust Company	Employee Bi-weekly Retirement	-4,780.89	69,509.58
Check	06/02/2022	26338	Jan-Pro of Austin	June Office Cleaning Service	-270.00	64,728.69
Check	06/02/2022	26339	Loftus, Timothy T.	3rd Quarter Smartphone Reimbursement	-150.00	64,458.69
Check	06/02/2022	26340	Wilson, Dana C.	3rd Quarter Smartphone Reimbursement	-150.00	64,308.69
Check	06/02/2022	26341	Camp, Justin P.	3rd Quarter Smartphone Reimbursement	-150.00	64,158.69
Check	06/02/2022	26342	Bell-Enders, Kendall	3rd Quarter Smartphone Reimbursement	-150.00	64,008.69
Check	06/02/2022	26343	Watson, Jeffery A.	3rd Quarter Smartphone Reimbursement	-150.00	63,858.69
Check	06/02/2022	26344	Redman, Michael J.	3rd Quarter Smartphone Reimbursement	-150.00	63,708.69
Check	06/02/2022	26345	Raymond, Tammy A.	3rd Quarter Smartphone Reimbursement	-150.00	63,558.69
Check	06/02/2022	26346	Smith, Brian A.	3rd Quarter Smartphone Reimbursement	-150.00	63,408.69
Check	06/02/2022	26347	Marino, David S.	3rd Quarter Smartphone Reimbursement	-150.00	63,258.69
Check	06/02/2022	26348	Swanson, Erin Y.	3rd Quarter Smartphone Reimbursement	-150.00	63,108.69
Deposit	06/02/2022			Deposit - permittee production fees	34,898.03	62,958.69
Liability Check	06/03/2022	6032022	United States Treasury	74-2488641 Employee Bi-weekly Payroll Liabilities	-8,668.93	97,856.72
Check	06/06/2022	26349	Charter Communications	Internet Service 5/30/2022 to 6/29/2022	-231.19	89,187.79
Check	06/07/2022	26351	Integritek	June Monthly IT Service	-1,492.50	88,956.60
Check	06/07/2022	26352	TxTag	Tolls	-4.73	87,464.10
Check	06/07/2022	26353	Aurical Company	Jacobs Well Project calibration solution	-359.46	87,459.37
Check	06/07/2022	26354	EARDAC	Water well samples	-325.00	87,099.91
Check	06/07/2022	26355	Nicole Fisher	Landscaping vine removal	-500.00	86,774.91
Check	06/07/2022	26356	CNA Surety	Dishonesty Bond 7/29/22 - 7/29/23	-86.47	86,274.91
Check	06/08/2022	26357	IntegrITALK c/o Telco Experts	Telephone Service 6/1/22 - 6/30/22	-443.94	86,188.44
Check	06/08/2022	26358	Innovation Event Management	TAGD Summit Sponsorship 2022	-1,000.00	85,744.50
						84,744.50

Type	Date	Num	Name	Memo	Amount	Balance
Check	06/08/2022	26359	Orsak Landscape Services	Lawn mowing service 6/6/22	-70.00	84,674.50
Check	06/09/2022	26350	Geoprojects International, Inc.	Jacob's Well - Drilling of two wells	-41,701.00	42,973.50
Transfer	06/09/2022			Funds Transfer - to cover payroll	-21,000.00	21,973.50
Transfer	06/09/2022			Funds Transfer - to replenish low checking balance	60,000.00	81,973.50
Check	06/14/2022	26360	CIT Technology Fin Serv, Inc	Copier Lease - July	-675.00	81,298.50
Check	06/14/2022	26361	Sam's Club	tape, boxes, garbage bags, bowls	-172.30	81,126.20
Check	06/14/2022	26362	Ready Refresh	5-9-22 through 6-8-22 Bottled Water Delivery	-127.91	80,998.29
Check	06/14/2022	26363	Fidelity Security Life Insurance	July Gap Insurance Premium	-805.86	80,192.43
Liability Check	06/14/2022	26366	Sun Life Assurance	July Life/Disability/Dental/Vision Premium	-1,157.35	79,035.08
Liability Check	06/14/2022	26364	United Healthcare	July Health Insurance Premium	-8,451.52	70,583.56
Liability Check	06/14/2022	26365	AFLAC	Employee-paid Supplemental Insurance	-107.30	70,476.26
Liability Check	06/16/2022	6162022	Reliance Trust Company	Employee Bi-weekly Retirement	-4,780.89	65,695.37
Liability Check	06/17/2022	6172022	United States Treasury	74-2488641 Bi-weekly Payroll Liabilities	-8,668.97	57,026.40
Check	06/17/2022	26367	City of Austin	Water 5/10/22 - 6/9/22	-22.03	57,004.37
Check	06/17/2022	26368	TxTag	Toll Fees	-2.97	57,001.40
Deposit	06/17/2022			Deposit - permittee production fees	44,134.19	101,135.59
Check	06/21/2022	26369	Dalhousie University	Scholarship - on behalf of Samantha Cooke	-1,500.00	99,635.59
Transfer	06/22/2022			Funds Transfer - Payroll	-25,000.00	74,635.59
Liability Check	06/23/2022	EFT62322	Reliance Trust Company	Vacation Payable Retirement MR	-607.64	74,027.95
Check	06/23/2022	26370	GSI Environmental	Modflow Training and Support through May 31	-5,411.25	68,616.70
Check	06/23/2022	26371	SledgeLaw Group	Legislative Services - May 2022	-1,000.00	67,616.70
Check	06/23/2022	26372	Loftus, Timothy T.	TAGD Business- Arlington - Hotel Reimbursement	-329.90	67,286.80
Liability Check	06/24/2022	6232022	United States Treasury	74-2488641 Vacation Payable Payroll Tax MR	-1,165.78	66,121.02
Liability Check	06/28/2022	6282022	United States Treasury	74-2488641 Directors' Compensation Liabilities	-214.20	65,906.82
Check	06/29/2022	26373	Pedernales Electric Cooperative	Electricity 5/22/22 - 6/22/22	-490.00	65,416.82
Check	06/29/2022	26374	Exxon Mobil Business Card	Gasoline 5/25/22 - 6/22/22	-129.28	65,287.54
Check	06/29/2022	26375	WM Corporate Services	Trash and Recycle 7/1/22 - 7/31/22	-536.17	64,751.37
Check	06/29/2022	26376	ESRI	Arc GIS Subscription (AS/ED/RC)	-1,000.00	63,751.37
Liability Check	06/30/2022	07012022	United States Treasury	74-2488641 Employee Bi-weekly Payroll Liabilities	-8,930.33	54,821.04
Liability Check	06/30/2022	63022	Reliance Trust Company	Employee Bi-weekly Retirement	-4,780.89	50,040.15
Liability Check	06/30/2022	To Print	AFLAC	Employee-paid Supplemental Insurance	-53.65	49,986.50
					<u>22,708.51</u>	<u>49,986.50</u>

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the September 1, 2022, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Barton Springs - Edwards Aquifer Conservation Dst party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period September 1, 2022 to August 31, 2024
- (b) \$13,500 by the party of the second part during the period September 1, 2022 to August 31, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

**Barton Springs - Edwards Aquifer Conservation
District**

22SJFATX101000

Description	Code	Site Information		USGS Funds	Customer Funds	Total
		Units	Diff. Factor			
Task: 2 - Ground Water Data Collection						
Site: 301237097464801 Lovelady Well near Austin, TX						
Operation and Maintenance	GWCONT	1.00	1.00	\$0	\$13,500	\$13,500
Site Totals:				\$0	\$13,500	\$13,500
1 total site(s) under the Task Totaling:				\$0	\$13,500	\$13,500
1 total site(s) under the Agreement Totaling:				\$0	\$13,500	\$13,500

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
First Year Ground Water Data Collection	\$0	\$6,750	\$6,750
Second Year Ground Water Data Collection	\$0	\$6,750	\$6,750
AGREEMENT TOTAL:	\$0	\$13,500	\$13,500

Water Resource Investigations

9 Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gregory Stanton
Branch Chief - Central Texas
Address: 1505 Ferguson Lane
Austin, TX 78754
Telephone: (512) 927-3558
Fax: (512) 927-3590
Email: gstanton@usgs.gov

Customer Technical Point of Contact

Name: ~~Chris Herrington~~ *Justin Camp*
~~Engineer~~ *Engineer*
Address: 505 Barton Springs Rd 11th Floor
Austin, TX 78704 *1104 Regal Row*
Telephone: (512) 974-2840 *512-974-2840*
Fax: (512) 974-2846 *512-974-2846*
Email: chris.herrington@ci.austin.tx.us
jcampa@bseacd.org

USGS Billing Point of Contact

Name: Julie Murray
Budget Analyst
Address: 202 NW 66th Street
Oklahoma City, OK 73116
Telephone: (405) 205-1952
Fax:
Email: jamurray@usgs.gov

Customer Billing Point of Contact

Name: Dana Wilson
Senior Administrative Programs Manager
Address: 1124 Regal Row
Austin, TX 78748
Telephone: (512) 282-8441
Fax:
Email: dana@bseacd.org

U.S. Geological Survey
United States
Department of Interior

Barton Springs - Edwards Aquifer Conservation Dst

Signature
Digitally signed by
TIMOTHY RAINES
Date: 2022.06.14
11:31:41 -05'00'
By TIMOTHY RAINES Date: _____
Name: Timothy H. Raines
Title: Director

Signatures
By *Timothy G. Loftus* Date: 6.23.22
Name: Timothy G. Loftus
Title: General Manager

By _____ Date: _____
Name: BLAYNE STANSBERRY
Title: BOARD PRESIDENT

By _____ Date: _____
Name: CHRISTY WILLIAMS
Title: BOARD SECRETARY

By WILLIAM O. DUGAT III DATE _____
COUNSEL

Item 4

General Manager's Report Discussion and possible action topics

Topics

- a. Review of Status Report and update on team activities/projects.**
- b. Aquifer status update.**
- c. Upcoming events of possible interest.**

Summary of July Team Activities and On Deck for August/September

Aquifer Science Team

July Activities:

- Verifying USGS reported data for Lovelady and Barton Springs with field measurements.
- Running the in-house model with different drought scenarios and consulting with GSI.
- Coleman's Canyon and JWNA site clean-up and surface completion of monitor wells.
- Updating telemetry monitoring equipment at the Needmore index well (Amos).

On Deck:

- Continuing to follow aquifer conditions after entering Stage 2 Drought.
- Continue running the in-house model with various drought scenarios. Meeting with Technical Advisory Committee in late July or early August to present model construction and initial results.
- Hydraulic conductivity testing of monitor wells at Jacob's Well.

Administration Team

July Activities:

- August monthly billings * Election Activities
- Proposed Budget Initial Version and Fee Schedule to be brought before Board for approval.

On Deck: (August/September)

- End-of-year Closing Books, Files, Beginning-of-year Opening Books, etc.
- Drought Management Fees * Election Activities * Audit Preparation
- Initial FY 2023 Annual (includes quarterly and monthly) Billings

Regulatory Compliance Team

July Activities:

- Staff continues to work on new drilling, production, amendment and plugging applications.
- Staff continues to assist permittees in ensuring compliance of their UDCPs and drought curtailments.
- Staff will begin conducting interviews of candidates for the specialist position.
- Continue to participate in TWCA and TAGD legislative committees
- Ongoing: database/Intera; EP/landowner wells disposition; sustainable yield; drought FAQs

On Deck:

- Staff will analyze Permittee pumpage for July to confirm compliance status of drought curtailments.
- District Staff are updating the Management Plan for Board approval in September.
- Ongoing TWCA and TAGD legislative committees and TAGD summit
- Ongoing sustainable yield data compilation, research, and ongoing internal discussions
- City of Buda ASR pilot project – waiting on tech memo and decision on cycle testing

Communications and Outreach Team

July Activities:

- Send Out "The Aquifer Zone" Newsletter in mid-to-late July
- Send Out Monthly Drought Update at the end of July.
- Help Conduct Interviews for Regulatory Compliance Specialist Opening
- Set up meeting or Groundwater to Gulf planning for mid-July.
- Start preparing Stage III Drought Materials
- Launch Drought Page on Website

On Deck

- Attend TAGD Meeting in Late August
- Drought: monitoring, drought signs distribution

**STATUS REPORT UPDATE
FOR THE JULY 14, 2022 BOARD MEETING**

Summary of Significant Activities – Prepared by Staff Leads

Upcoming Dates of Interest

- Catalyst Water Mastermind Summit – July 27-29 (San Antonio)
- Texas Groundwater Summit – August 30-September 1 (San Antonio)
- Texas Desal Annual Conference – September 14-17 (Austin)
- TWCA Fall Conference – October 5-7 (San Antonio)
- Water for Texas – January 23-25 (Austin) - 2023

DROUGHT MANAGEMENT

Drought Status and Water-Level Monitoring (Justin)

We are currently in a status of Stage 2 Alarm Drought since it was officially declared at the June 9, 2022 Board meeting.

La Nina conditions (declared by NOAA on 10/14/21) have strengthened in February 2022 and are favored to continue through the summer and into the winter 2022. This means that we are predicted to receive below average rainfall and above average heat through the summer and into the winter. May and June, which are historically the wettest months of the year in Central Texas, were both way below their historical monthly average (-2.8 & -2.7 respectively). In fact, both May and June 2022 clocked in as the warmest on record for Austin.

The Texas Hill Country has received an average of 11.4 inches - 6 inches behind annual average rainfall - from January through early July. Only the month of February recorded above average rainfall. Water levels in the Edwards began to decline on March 11th. Trinity levels also began to decline in early April. Falling trends in both aquifers continue.

On July 7th, 2022, the Lovelady well had a level of 471.7 ft msl, 6.7 ft below the trigger level for Stage 2 drought. Lovelady crossed under its trigger on 5/26/22.

On July 7th, Barton Springs was flowing at 40 cfs (10-day average), 2 cfs above the Stage 2 Drought trigger point of 38 cfs. Barton Springs crossed under the Stage 2 Drought trigger in late June but has since been recalculated by the USGS. USGS and BSEACD staff continue to make discharge measurements to ensure accurate stage-discharge real-time reporting.

Aquifer science staff are closely monitoring ongoing drought conditions in both the Edwards and Trinity Aquifers. Historic hydrograph data (Figure 1) show that the 2022 drought began with aquifer levels in some portions of the Trinity already approaching historic lows. If drought conditions worsen in coming months, levels could drop well below those historic lows. This has potential for widespread negative impacts to domestic and non-exempt wells, and reduction of Trinity springflows in the Blanco River Basin. To monitor and study the impact of this ongoing drought on the groundwater system, the aquifer science team is working on the following tasks:

- Ongoing maintenance and expansion of the District monitoring well network
- Updating our website monitoring well map to allow well owners and other members of the public to view real-time water level data at various locations throughout the District
- Collecting flow measurements at key springs discharging from the Edwards and Trinity
- Analysis of historic hydrograph and drought data
- Potentiometric water level analysis to generate a water level surface of the Trinity during drought conditions

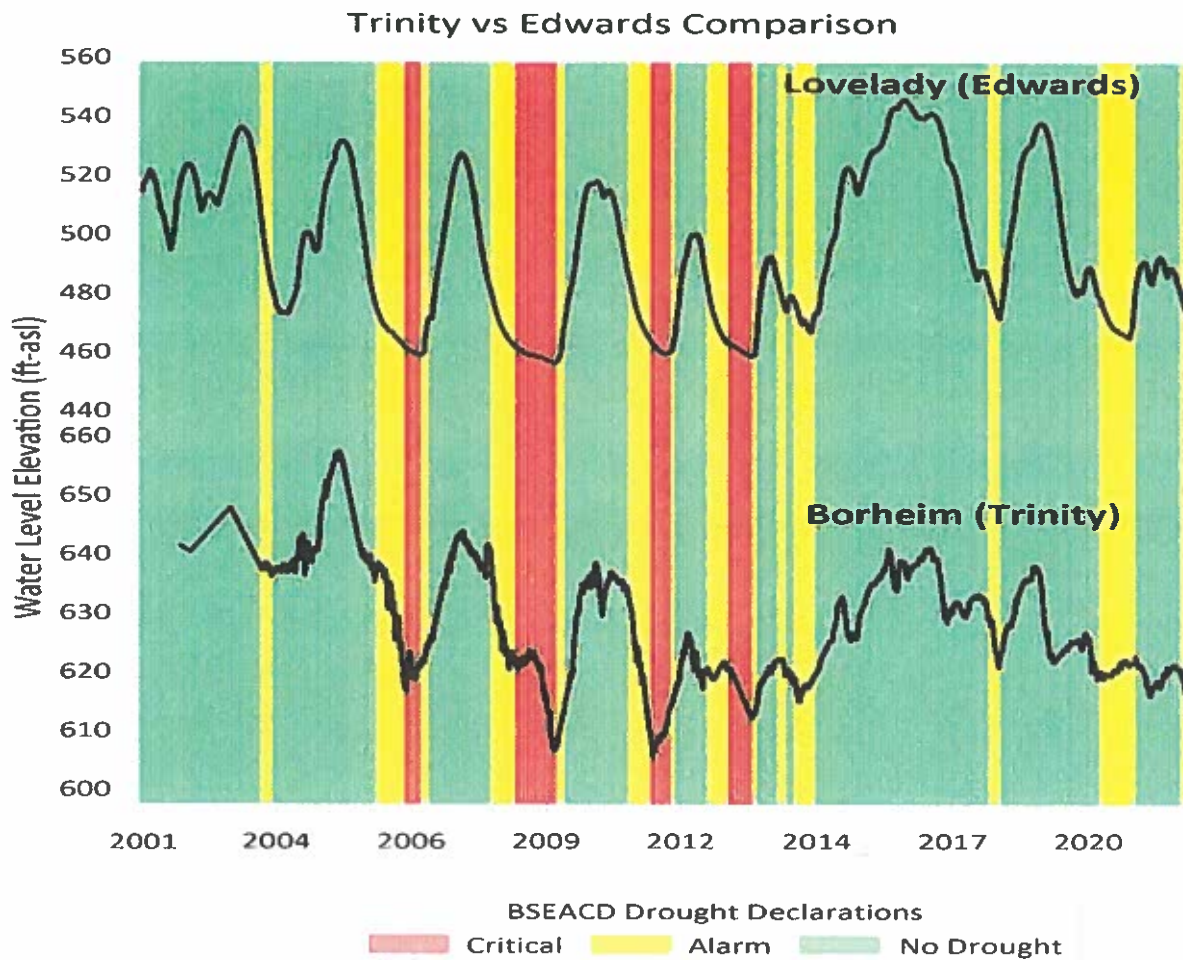


Figure 1. Trinity and Edwards comparison with drought declaration history

Drought Communication (David, Erin)

The Board declared Stage II Alarm Drought at the June 9, 2022, meeting. The press release was shared with media and Stage II Drought Information was shared on all District channels, including YouTube, Facebook, Twitter, Instagram, and the website. Stage II magnets were changed on District vehicles and Stage II sign was placed at entrance of District offices. Stage II signs are available for permittees and the Stage II letter was sent out by the Regulatory Team to all permittees. Communications and Outreach and Regulatory Team (Erin Swanson) put out Stage II Alarm Drought II signs in the following permittee areas:

FM 1626 – 10 signs

FM 150 (including Rollingwood Neighborhood) – 7 signs

San Marcos

Ranch Road – 12 signs

Hilliard Area – 10 signs

Wildwood Neighborhood (Austin) – 2 Signs

The District put out a total of 41 Stage II Alarm Drought signs in our permittee areas. Meanwhile, a few of our permittees also picked up signs. They are included below:

Hays Hills Baptist Church – 3 signs

PGMS – 7 signs

City of Mountain City – 4 signs

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/>.

DISTRICT PROJECTS

GMA Joint Planning

➤ ***GMA 10 Coordination (Tim)***

The next meeting date will be August 24, 2022 at the EAA at 11:30 am.

Trinity Aquifer Sustainable Yield Study & Planning

➤ ***Policy Concepts and Advisory Workgroup Planning (Kendall)***

The GM and staff are beginning to research and compile policy concepts related to sustainable yield and unreasonable impacts. Staff is planning to bring high level concepts to the Board in September.

Staff has met with a facilitator Kimberley Horndeski with Community Consulting LLC multiple times throughout 2021 to discuss planning aspects of bringing together an Advisory Work Group. The Advisory Work Group would be made up of water professional that would help advise the District on policy aspects of our sustainable yield study. However, we are waiting to meet with the facilitator again until we have a better understanding of how we plan to work through the unreasonable impact factors and what data and information are needed to assess the factors.

Technical Evaluations (Brian, Jeff)

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 worked with Hays County and Wimberley Valley Watershed Association to install two Trinity monitor wells in the Jacob's Well area. Work on the first two phases of the District's own numerical modeling has been completed. These phases involved the development of a steady-state model that was then converted into a transient model. The transient model will allow for simulation of different pumping and drought scenarios over time. Several different pumping scenarios have been run and a draft report has been completed. Our next step with the model is to run different drought scenarios, including drought of record. We have hired a consulting firm, GSI, to assist us with the model. We are members of a technical committee to guide the development of a numerical groundwater model (BRAAT or BRATWURST) of the aquifers influenced by the Blanco River. A meeting of the technical committee was held on January 6, 2022. Southwest Research Institute started work on the BRAAT model in September of 2021, but contracting issues have stalled development of the model. A meeting with the District's Technical Advisory Committee is planned for late July or early August. This committee will provide comments of model construction and the results of various modeling scenarios.

Habitat Conservation Plan (Brian, Erin)

- **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- to 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. We plan to apply for a grant from the City of Austin this fall to pay for the installation of a monitor well in Zilker Park. Monitoring of dissolved oxygen in the pool will be conducted after the monitor well is completed.

Database Management System - Intera Inc (Tim/Kendall)

District and Intera staff met to discuss three options for moving forward. All three options involve Intera's new relationship with Epic, a Florida-base software developer. Only one option is financially viable: using an "off-the-shelf" software application and customizing it for meeting the District's needs per the scope-of-work. The cost is estimated to be by approximately \$80,000 and Intera is asking the District to split the cost should we choose to pursue this option. Staff will next have a meeting with Intera and Epic staff to discuss this option further.

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. Both ILAs expire on August 31, 2022. The ILA with the HTGCD has been fulfilled (i.e., obligations met) and is considered finished. The ILA with Hays County has one outstanding task obligation remaining and it will not be completed by the ILA expiration date: a dye-tracing study. Staff will arrange to discuss the ILA status and unspent funds associated with the dye-tracing study with Hays County representatives, no later than August.

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 is held between BSEACD and COA in December each year to discuss each organization's activities related to their respective HCPs. The COA and BSEACD plan to have additional discussions in the fall of 2022 to coordinate the details of the DO studies and the monitor well installation.

Region K Planning Activities (Tim)

The next Region K meeting is scheduled for July 27th in Austin.

Strategic Planning Implementation (Tim):

This project is currently on hold as other projects are being prioritized.

Training, Presentations, and Conferences (All Teams):

- Aquifer Science: N/A
- Regulatory Compliance:
- Administration: N/A
- Communications and Outreach: N/A
- General Manager: N/A

New Maps, Publications, or Reports:

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

LITIGATION AND LEGISLATION

Litigation and SOAH Activities (Kendall) There is no activity to report.

RULEMAKING, PERMITTING, AND ENFORCEMENT

Rulemaking (Erin, Kendall)

Staff has had discussion internally and with legal counsel regarding the Enforcement plan, including drought enforcement. Other areas that are being discussed are notice language and change of ownership timelines. However, the enforcement plan analysis and any rule changes are on a temporary hold so staff can prioritize work on sustainable yield concepts and other preparations that have been suggested by our attorney.

Drought (Erin)

- Notice of Stage II Alarm Drought declaration were e-mailed and mailed to Permittees on June 14th following the Board’s declaration on June 9th.
- Worked with Communications to put out 48 Stage II Drought stage signs within Buda along FM 1626 and Bliss Spillar (10), Driftwood along FM 150 and Rolling Oaks (7), San Marcos along Ranch Road 12 (10), San Marcos of Hilliard Road (9), and Wyldwood in Austin (2).
- Will continue to assist permittees in ensuring they successfully comply with their UDCPs and Stage II drought curtailments.

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>
N/A			

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	Edwards/Upper Trinity	Carracedo, Luci	Domestic	500,000
Exempt – Domestic Plugging	Middle Trinity	Tucker, Matthew	Domestic	7GPM – Exempt
Exempt – Domestic	Edwards	City of Hays	PWS	0 - Plugging
Exempt – Domestic	TBD	Zimitz, Diedre	Domestic	7GPM - Exempt
Exempt – Domestic	Middle Trinity	Roberts, Stephen	Domestic	7GPM - Exempt
IPP	Middle Trinity	Collins, Phil	Commercial	Waiting on Engineer
<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/Upper Trinity	LCRA/City of San Marcos	Exempt – Grounding Well	0 – Grounding Well
Plugging	Taylor/Austin Chalk	Burton Construction	Abandon	0 – Plugging
LPP	Middle Trinity	Anderson, Derrek	Domestic	500,000

AQUIFER STUDIES **(Brian)**

Permitting Hydrogeologic Studies:

- Working with Regulatory Compliance on permitting issues as needed. We will soon be discussing a potential application for a well in the saline Edwards.

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

- Coleman's Canyon- Sampling of individual hydrogeologic zones was completed in late May and lab results are still pending. Data from these zones will help us understand the relationships between the various hydrogeologic units of the Trinity. Hydraulic conductivity testing will begin at the Coleman's Canyon multiport well in July.
- Remaining TWDB water quality sampling with isotopes to be completed by the end of July.

Field Activities:

- Annual Magellan wells and springs sampling event completed in mid- May. Results received in late June.
- Site clean-up and surface completion of new Coleman's Canyon & Jacobs Well Natural Area wells.
- Cooperating with USGS and City of Austin staff to confirm accurate real-time gauge reporting at Barton Springs. Conducting bi-weekly to monthly field measurements.
- Updating telemetry monitoring equipment at the Needmore index well (Amos).
- 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- Southwest Research Institute started work on this model in September 2021, but activity is currently on hold as funding issues are resolved.
- In-house model- The model has been calibrated and we have run the model to evaluate different pumping scenarios. A draft report on the model was completed in May. We are working with GSI to run the model with various drought scenarios.

COMMUNICATIONS AND OUTREACH
(David Marino)
June 2022

Website: During the month of June, a number of items were added to the spotlights page, including Next Board Meeting and Public Hearing on Thursday, July 14, Drought Update – June 28, 2022, District Offices Closed July 4, Next Board Meeting – June 14, 2022, BSEACD Kent S. Butler Memorial Groundwater Stewardship Scholarships, Aquifer District Declares Stage II alarm Drought, Regulatory Compliance Specialist Job Posting, Stage II Aquifer Banner Added and drought alert changed to Stage II at the top of the website page, and a “meetings” tab was added to the top of the webpage. *BSEACD Newsroom* page was also updated with latest press releases, upcoming meetings, videos, etc. <https://bseacd.org/publications/bseacd-newsroom/>

Website Analytics 2021		Top Page Searches			
Month	Total Page Views	Unique Page Views	May	June	July
April	4,306	3,247	Homepage 1,674 Views	Homepage 1,762 Views	
May	3,920	3,159	Publications/Maps 132 Views	Aquifer District Declares Stage II Drought 211 Views	
June	5,145	4,211	Aquifer Science/Drought Status 85 views	Aquifer Science Drought Status 204 Views	
			Aquifer Science/About the Aquifers 69 Views	Career Opportunities 126 Views	
			About Us/Staff 61 Views	Publications/Newsletters 126 Views	

Stage II Alarm Drought: The Board declared Stage II Alarm Drought at the June 9, 2022, meeting. The press release was shared with media and Stage II Drought Information was shared on all District channels, including YouTube, Facebook, Twitter, Instagram, and the website. Stage II magnets were changed on District vehicles and Stage II sign was placed at entrance of District offices. Stage II signs are available for permittees and the Stage II letter was sent out by the Regulatory Team to all permittees. Communications and Outreach and Regulatory Team (Erin Swanson) put out Stage II Alarm Drought II signs in the following permittee areas:

FM 1626 – 10 signs
FM 150 (including Rollingwood Neighborhood) – 7 signs
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The District put out a total of 41 Stage II Alarm Drought signs in our permittee areas. Meanwhile, a few of our permittees also picked up signs. They are included below:

Hays Hills Baptist Church – 3 signs
PGMS – 7 signs
City of Mountain City – 4 signs

Drought Communications: To bolster our communication during declared drought, Communications and Outreach is now sending out a monthly drought update via icontract. The latest update went out on July 28, 2022. You can read it here: [Drought Update - June 28, 2022](#). The drought update was sent out to those who are subscribed to the newsletter and press releases. It also went out to staff and the board. The drought update was shared on all the District’s channels including Facebook, Twitter, Instagram, and the website. **Communications and Outreach in collaboration with other staff (Erin Swanson, Justin Camp, Kendall Bell-Enders) are putting together a drought website page.** The drought website page will include the following:

Drought Website Page Layout

Rain Hydrograph with subtext

Edwards Aquifer

- Barton Springs Hydrograph with subtext
- Lovelady Hydrograph with subtext

Trinity

- Trinity Hydrograph with subtext
- Jacob’s Well Hydrograph with subtext
- Las Lomas Hydrograph with subtext

Austin/San Antonio Drought Monitor

Current Aquifer Conditions and Drought Status

Frequently Asked Questions

Helpful Links

****While much of this information is currently on our website in some form or another, this will give us an opportunity to have drought related information on one page. Communications and Outreach expects to have the page up and running by mid-July.****

Regulatory Compliance Specialist Opening: Communications and Outreach posted the Regulatory Compliance Specialist opening in the following places:

BSEACD Website – Under spotlights, career opportunities, and BSEACD Newsroom page
District Facebook, Twitter, YouTube, Instagram, and LinkedIn pages
Texas Alliance of Groundwater Districts
Texas Municipal League – This was a paid posting
Workforce Solutions Rural Capital Area
Save Barton Creek Association
Hill Country Alliance
Texas Water Conservation Association
Texas Water Foundation
Water Environment Association of Texas
The Meadows Center for Water and Environment
Capital Area Council of Governments

Communications and Outreach is collecting all resumes and interviews have been set up for July.

Regional Water Quality Planning Group Meeting: Communications and Outreach is now coordinating and setting up these meetings. The next meeting is scheduled for Friday, August 26. The group decided to take July off.

Elections: Communications and Outreach created an Elections Information page with upcoming dates of importance and other election related information. You can find it here: <https://bseacd.org/about-us/election-information/>

Media Policy: Communications and Outreach has been reviewing media policies of various government entities, including groundwater, city government, etc. The [Lonestar Groundwater Conservation Policy](#) is one that District staff thinks is appropriate to emulate. The policy will establish standard and acceptable practices regarding District employees' and Board members' conduct and communications related to the press media and social media in all forms. The District does not currently have a media policy in place. District counsel has been asked to review the Lonestar GCD policy and an update will be provided to the Board soon.

District Swag (Materials to give away at events): Communications and Outreach is in the process of identifying materials to order for events. We are currently looking at rain gauges, stress balls, collapsible dog bowls, metal straws, and other materials. Any materials ordered will have the District's logo on them.

TAGD Media Relations Cheat Sheet: Communications and Outreach Manager is on TAGD's Information & Education Committee. We are assisting TAGD in creating a communications toolkit for groundwater districts. This document will serve as a guide for employees in Texas groundwater districts and how to handle communications for a variety of platforms and it also addresses how to communicate during specific situations. Communications and Outreach Manager finished the Media Relations Cheat Sheet as part of the plan. It is now under review.

Meetings/Events:

Groundwater to the Gulf: Communications and Outreach met with the Colorado River Alliance (Adrienne Longenecker, Kate Bedrich) to discuss the future of Groundwater to the Gulf. Groundwater to the Gulf is a field-trip based, summer institute for Central Texas educators that emphasizes classroom techniques and resources on water science and rivers. During COVID, this event was put on hold. Colorado River Alliance plans to revive it in June of 2023. The District has always assisted in this event and will assist in the planning of the event for 2023. We are going to hold our first planning committee meeting in October.

Caves, Mud and Water Event: Communications and Outreach volunteered at the Caves, Mud and Outreach event at the Wildflower Center on June 30. Justin Camp also volunteered at this event. This is put on by the Austin Watershed Protection Department, Park Rangers, and Wildland Conservation Division. Since there is no Austin Cave Festival this year, they are doing these smaller events throughout the year.

Press Releases:

June 10, 2022

[BSEACD Awards Kent S. Butler Memorial Groundwater Stewardship Scholarships](#)

June 9, 2022

[Aquifer District Declares Stage II Alarm Drought](#)

June 7, 2022

[Regulatory Compliance Specialist Opening](#)

Media Coverage:

Aquifer District declares Stage II alarm Drought – June 10, 2022 – Hays Free Press

<https://haysfreepress.com/2022/06/10/aquifer-district-declares-stage-ii-alarm-drought-2/>

Potentially Hottest June on Record – June 24, 2022 – Austin American-Statesman

<https://bseacd.org/uploads/Hottest-June-on-Record.pdf>

BSEACD Aquifer District Declares Stage II Alarm Drought – June 17, 2022 – San Marcos Corridor News

<https://smcorridornews.com/bseacd-aquifer-district-declares-stage-ii-alarm-drought/>

Videos:

Aquifer District Declares Stage II Alarm Drought:

<https://www.youtube.com/watch?v=wJ5KiCpog2c>

Kent S. Butler Scholarship Winners 2022

<https://www.youtube.com/watch?v=y0hryBJQNb4>

Social Media (Twitter, Facebook, Instagram): District Offices closed on Monday, July 4, Regulatory Compliance Specialist Opening – June 29, Water Wise Wednesday – Well Maintenance, Drought Update – June 28, Estimated Rainfall – National Weather Service, Nature Nights – Caves, Mud & Water, Sign up for District Newsletter, Regulatory Compliance Specialist Opening – June 23, TWDB Water Weekly Report – June 22, Drought Curtailment Chart, Stage II Reminder – June 21, Regulatory Compliance Specialist Opening – June 16, District Staff Putting Out Drought Signs, Monitor Well Telemetry Equipment, Regulatory Compliance Specialist Opening – June 13, Kent S. Memorial Groundwater Stewardship Scholarship Winners, Aquifer District Declares Stage II Drought Video, Michael Redman Last Day/Appreciation Post, District’s Regular Board Meeting Announcement – June 9, Regulatory Compliance Opening – June 8, Regulatory Compliance Specialist Opening – June 7, National Caves and Karst Day, District Board Meeting Announcement, Texas Water Foundation Deep in the Heart Promo, Streamflow Measurement – Throwback Thursday, TWDB Water Weekly Report – June 1

BSEACD Monthly Social Media Roundup/Groundwater News

Social Media Roundup (June 2022):

<https://bseacd.org/uploads/BSEACD-Social-Media-Roundup-June-2022.pdf>

Monthly Groundwater News/Dates of Interest (June 2022):

<https://bseacd.org/uploads/BSEACD-Monthly-Groundwater-News-Dates-of-Interest-June-2022.pdf>

The top performing post on Facebook for the month of June was “Students from the UT Jackson School of Geosciences visited Jacob’s Well and the District’s new multiport monitor well” on June 6. It reached 3,434 people. The top tweet on Twitter for the month of June was “Some of the District’s monitor wells are set up with telemetry equipment for continuous real-time data collection like the Amox Index well in Wimberley.” It had 246 people impressions and had 9 engagements. The top performing video on YouTube for June was “Aquifer District Declares Stage II Alarm Drought” with 38 views.

GENERAL ADMINISTRATION
(June 4, 2022 – July 8, 2022)

Accounts Receivable/Permittee Cycle Billings

On June 16, July monthly billings were mailed out for \$ 20,026.

There is only one more month (August) of permittee invoices to be billed until the end of the fiscal year (for \$ 20,026). Invoices will be mailed out on July 16.

Budget FY 2023 – Proposed Version, and Pumpage Analysis

FY 2023 Draft Proposed Budget Version along with the Fee Schedule and Fee Schedule Resolution to be brought before the Board for final approval at the July 14 Board Meeting.

Drought Management Fees (DMFs)

Tracking monthly DMFs begins in October (for September pumpage), two full months after drought is called, as specified in our Rules.

Election 2022

In process of preparing election documents for the November 8, 2022 General Election. Included in this agenda backup are contracts for Travis County Election Services and a Joint Election Agreement, Hays County Election Services and a Joint Election Agreement; and the Order to Call the Election. Caldwell County contracts are in process.

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

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 June 2022 should be posted on the District website.

Miscellaneous

Updated forms with new IRS mileage reimbursement rate for the rest of calendar year 2022 (extraordinary occurrence that rates were increased for July 1 – Dec 31); prepared letters to permittees to inform them of the conditional water rate increase to \$0.48/1,000 gallons, that will be reflected in the District Fee Schedule; letters will go out on July 15 after the budget is approved; prepared drought management fee spreadsheet; assisting in the search for new IT company.

Taxes

Completed Quarterly Payroll Tax Reporting: TWC C-3 and IRS 941 6.28.2022.

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

Item 5

Public Hearing

Public Hearing on the District's proposed fiscal year 2023 Budget and Fee Schedule.

Item 6

Board Discussions and Possible Action

- a. Discussion and possible action related to the approval of the fiscal year 2023 Fee Schedule by Resolution #071422-01.**

Barton Springs/Edwards Aquifer Conservation District

DRAFT Fiscal Year 2023~~2~~

Fee Schedule

To be effective September 1, 2024.

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 2,000,001 to 12,000,000 gallons per year
- \$ 1000 - Tier 2 production volume requests 12,000,001 to 200,000,000 gallons per year
- \$ 3,000 - Tier 3(a) production volume requests 200,000,001 to 500,000,000 gallons per year
- \$5,000 - Tier 3(b) production volume request greater than 500,000,000 gallons per year

\$ \$800.00 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.

\$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.

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

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

\$0.484 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

\$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. Permittees who exceed their annual permitted pumpage, and are deemed **in violation**, may be assessed a penalty in accordance with District Rules 3-8.5 and 3.8.7 and the District's Enforcement Plan.

Excess amounts will be assessed at **\$0.17 per 1,000 gallons** for a Historical Permit, 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.

G. Regulatory/Drought Management Fees

During periods of District-declared drought starting after two full months of a drought period, a regulatory drought management fee (DMF) will be imposed on individual permittees permitted for more than 2,000,000 gallons annually and who exceed their monthly drought allocations (excludes all uses under general permits). This regulatory DMF will be invoiced and paid within the permittee's current billing cycle, in arrears as a condition of permit renewals at the beginning of each fiscal year. The fee will be assessed per full month of declared drought, with a credit of that same fee amount per month applied for each month that the permittee does not exceed its monthly mandated restriction in the prevailing UDCP. After a permittee has participated in a pre-enforcement meeting with District staff, the monthly drought regulatory fee will increase by 30% per month.

Fees will be assessed in accordance with the following schedule:

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

\$150.00/month

- \$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: *

\$300.00/month

- \$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: *

\$550.00/month

- \$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.

II. OTHER FEES

Meter Verification / Inspection Fee - \$ 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 may be assessed as many times as permitted user fails to comply with Board Orders or District Rules to come into compliance. The fee will be assessed at \$60 for the first two instances of the permittee’s reporting history beginning Sept 1, 2021. On the third instance the fee will permanently be increased to \$120 per instance for the life of the permit. (a non-refundable fee assessment). The \$120 fee may be reduced back down to \$60 after the permittee has demonstrated 12 consecutive months of timely meter reading submissions.

Special Fees

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

Tasks Warranting a Special Fee	Assessment of Fee
Staff technical review of Permit applications involving alternative well designs (i.e. acidization), well development procedures (i.e. multiple target production zone options), or well plugging/capping procedures including alternative Test Well designs in which a formal aquifer test will be conducted to support a future Production Permit request.	\$500 fee shall be assessed one time, and will be due 30 days upon the determination of administrative completeness of the application

Review of Permit applications requiring extensive external technical consulting services (e.g. contract review, well construction, engineering plans and specifications, hydrogeological modeling).	\$5,000 fee shall be due within 30 days upon the determination that external technical consulting services are needed. (Fee may be assessed in addition to other applicable Special Fees.)
Review of Permits with special provisions requiring ongoing, annual or periodic internal technical review or compliance evaluations.	A fee up to \$1,000 shall be recurring, assessed annually upon permit renewal based upon the nature and duration of the special permit provisions that are in effect.
Special inspections or investigations, or requests from local government or private entities.	A fee up to \$1,000 shall be assessed one time as determined by the General Manager.

Potential for Unreasonable Impact Fee

The District will assess a supplemental fee to address staff time needed to review a permit application found to have a potential for unreasonable impact(s). Per District Rules, this finding initiates additional application requirements, internal technical review, development of permit compliance measures, and/or development of special provisions. The fee will be based upon a staff time rate of \$75.00 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 - \$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.

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	\$650
Individual Production Permit – to produce from a well	\$500-\$5000
Transport Permit – to transport out of District	\$800
Production Volume Increase (Minor Amendment)	\$500
Production Volume Increase (Major Amendment)	\$750
Plug, Cap, Recomplete Abandoned Wells	\$125-\$250
Change of Ownership of Permitted Well	\$750
Special Fees	\$500-\$5000
Potential for Unreasonable Impact(s) Fee	TBD upon GM preliminary findings

STATE OF TEXAS §
01 §
COUNTIES OF TRAVIS, HAYS §
AND CALDWELL §

RESOLUTION # 07 ~~140820221~~

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT
THAT ADOPTS THE FISCAL YEAR 202~~32~~ 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 and 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 202~~32~~ 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 ~~148~~, 202~~21~~ **TO BE EFFECTIVE** on September 1, 202~~21~~.

Blayne Stansberry, Board President

~~Christy WilliamsBlake-Dorsett~~, Board Secretary

Item 6

Board Discussions and Possible Actions

b. Discussion and possible action related to the approval of the proposed fiscal year 2023 annual Budget.



FY 2023 DRAFT BUDGET

Budgeted Permitted Pumpage 3,740,067,148 Gallons

		FY 2022 Revision 10.14.2021	Updated 6.24.2022 Draft Proposed FY 2023
I. INCOME			
A. Production Fees, and Water Use Fee:	GALLONS		
Actual Authorized Pumpage Revenue (17¢ per 1,000 gallons)	2,631,065,813	\$446,805	\$447,281
Actual Authorized Pumpage Revenue (48¢ per 1,000 gallons)	330,177,808	\$144,282	\$158,485
Actual Authorized Agriculture Pumpage Revenue (\$1.00/acre-foot)	<u>289,180,000</u>	\$887	\$887
Total Actual Authorized Pumpage/Production Fees	3,250,423,621	\$591,974	\$606,653
NEW Growth @3.5% based on Total Actual Pumpage (@ 17¢/1,000 gallons)	92,087,303	\$0	\$15,655
NEW Growth @3.5% based on Total Actual Pumpage (@ 48¢/1,000 gallons)	11,556,223	\$0	\$5,547
Pending Permit Increases (@ 17¢ per 1,000 gallons)	386,000,000	\$32,722	\$65,620
Total Projected Permitting Revenue less Agriculture	3,450,887,148	\$624,696	\$693,475
Total Budgeted Permitted Pumpage with Agriculture	3,740,067,148		
Water Use Fee - City of Austin Assessment		802,908	879,976
Pending Permit Increases (@ 17¢ per 1,000 gallons)		\$1,427,604	\$1,573,451
Water Transport Fees (\$0.31/1,000 gallons)	400,000,000 gallons	-\$32,722	-\$86,822
Total Production Fees, and Water Use Fee		\$1,518,882	\$1,610,630
B. Other Fees:			
Annual Permit Fees	\$75-permit	\$8,700	\$8,925
Shared Territory Monitoring (Special Provisions)		\$2,500	\$2,500
Administrative Fees - Permit Application and Development		\$9,800	\$9,800
Total Other Fees		\$21,000	\$21,225
C. Other Income:			
Interest Income	TexPool General only	\$1,000	\$1,600
Total Other Income		\$1,000	\$1,600

D. Transfers									
Transfer In (from Cash Flow Reserve General)									\$0
Transfer In (from General Fund for previous Scholarship Donations)									(3,361)
Transfer in (from General for Hays Co/HTGCD/Jacobs Well Project)									(83,000)
Transfer In (from General Fund to balance the budget)									0
Total Transfers									(86,361)
TOTAL PROJECTED INCOME									6,212
									\$1,633,455
II. EXPENDITURES									
A. Operational Expenses									
Electricity & Water									\$6,000
Telecommunications Services							Phone/Internet		\$16,000
Printing/Copying/Photo Processing									\$2,000
Postage/Freight /Shipping									(500)
Office Supplies/Canteen									\$6,000
Furniture									(500)
Computer Hardware/Supplies /AV Equipment							Non-Capital		\$6,000
Computer Software Maintenance/Upgrades/Acquisitions									\$6,000
Information Technology Monthly Maintenance							Integritek	24,960	\$44,100
Board Meetings and Staff Meetings								2,500	\$4,500
Subscriptions / Publications								800	\$5,000
Dues and Memberships (Organizational/Staff Professional)									\$6,100
New Sponsorships								3,750	\$3,750
Advertising and Public Notices									\$4,000
Accounting System Operation and Maintenance							QB/Jourmyx	(600)	\$6,000
Upgrades, and Repair and Maintenance:									
Fleet Maintenance / Repair								(1,000)	\$5,500
Office Complex Maintenance/Offices/Lawn/Alarm								(400)	\$11,000
Facilities General Repair and Maintenance									\$5,000
Antioch Repair and Maintenance								(2,500)	\$0
Leases:									

Postage Meter Lease		\$1,150		\$1,150	
Copier Lease and Maintenance		\$9,500	(1,000)	\$8,500	
Directors Conferences / Travel		\$2,500		\$2,500	
Insurance (Auto, Liability, Property, E&O, Public Bonds)		\$7,047		\$7,047	
Professional Development		\$19,000	1,000	\$20,000	
Conservation Credits	Revenue Deduction	\$20,184	(20,184)	\$0	
Total Operational Expenses		\$172,821	6,326	\$179,147	
B. Salaries and Wages					
Staff Salaries and Wages		\$951,668	(121,203)	\$830,465	
New Incentive-type Pay		\$0	22,400	\$22,400	
Interns		\$0		\$0	
Directors' Fees of Office	9000 Legislative Cap	\$25,000		\$25,000	
Total Salaries and Wages		\$976,668	(98,803)	\$877,865	
C. Employment Taxes and Benefits, and Group Insurance					
Employment Taxes and Benefits					
Payroll Taxes	7.65%	\$74,715	(7,558)	\$67,157	
Texas Workforce Commission Unemployment Taxes	0.10%	\$5,000	(2,642)	\$2,358	
Workers Compensation Insurance	TML	\$3,812		\$3,812	
Employee Pension Plan Contribution	7.50%	\$50,000	5,000	\$55,000	
Total Employment Taxes and Benefits		\$133,527	(5,200)	\$128,327	
Group Insurance					
Group Health Insurance (Employee only)	United and SISlink	\$121,500	(15,800)	\$105,700	
Group Health Insurance (Dependent Coverage)	25%	\$19,000	(7,475)	\$11,525	
Dental Insurance (Employee only)	SunLife	\$6,100	130	\$6,230	
Life Insurance (Employee only)	SunLife	\$10,000	205	\$10,205	
Vision Insurance (Employee only)	SunLife	\$1,300	(300)	\$1,000	
Estimated Healthcare Cost Increase		\$16,000		\$16,000	
Total Group Insurance		\$173,900	(23,240)	\$150,660	
Total Employment Taxes and Benefits, and Group Insurance		307,427	(28,440)	278,987	

D. Professional Services					
Auditor (Annual)	Montemayor	13,650			13,650
Retirement Plan (Third Party Administration)	The Standard	30,000	5,200		35,200
Website		5,000	(5,000)		0
New Database		0	50,000		50,000
Legal - General Services, and Special Services		85,000			85,000
Legislative Support	SledgeLaw	12,000	24,000		36,000
BRAT Modeling		5,000	(5,000)		0
New GMA-10 Planning Cycle		0	7,500		7,500
Shared Territory (Special Provisions)		2,500			2,500
Board Development		3,000	(3,000)		0
Required Policy Training		2,000	(2,000)		0
Antioch Easement		5,000	(5,000)		0
New Election	Travis, Hays, Caldwell	0	75,000		75,000
County Coding Review		5,000	(5,000)		0
Redistricting		35,000	(35,000)		0
Total Professional Services		\$203,150	101,700		\$304,850
E. Team Expenditures					
Aquifer Science Team:					
Hydrologic Characterization		\$4,000	(1,000)		\$3,000
Water Chemistry Studies		\$3,800	200		\$4,000
Monitor Well, Equipment and Supplies		\$7,000	1,000		\$8,000
Contracted Support		\$20,000	(20,000)		\$0
Total Aquifer Science Team		\$34,800	(19,800)		\$15,000
Communications Team:					
Communications and Outreach		\$2,750			\$2,750
Programs/Events		\$5,200	600		\$5,800
Scholarship Programs/Awards (General Support)		\$5,861	1,639		\$7,500
Equipment and Supplies		\$1,000			\$1,000

	Contracted Support	Website		
	\$4,200		(4,200)	\$0
Total Communications Team	\$19,011		(1,961)	\$17,050
Regulatory Compliance Team:				
Projects and Services	\$5,000			\$5,000
Equipment and Supplies	\$2,500			\$2,500
Contracted Support	\$13,500		(13,500)	\$0
Total Regulatory Compliance Team	\$21,000			\$7,500
General Management & Administrative Team:				
Contracted Support	\$21,500			\$0
Non-Contracted Support	\$13,023		(8,023)	\$5,000
Total General Management & Administrative Team	\$34,523		(9,523)	\$5,000
Contracted Support - All Teams:				
Aquifer Science	\$0			\$14,750
Regulatory Compliance	\$0			\$3,000
General Management	\$0			\$20,000
Communications and Outreach	\$0			\$3,000
Total Contracted Support - All Teams	\$0			\$40,750
Total Team Expenditures	\$109,334		(24,034)	\$85,300
F. Project Expenses				
F-1 Jacobs Well Project/Hays Co/HTGCD	\$83,000		(83,000)	\$0
Total Jacobs Well Project Expense	\$83,000			\$0
F-2 Sustainability Studies	\$0		12,000	\$12,000
Total Sustainability Studies	\$0			\$12,000
F-3 HCP ILA Commitments:				
NEW Abandoned Well Program	\$0		3,000	\$3,000
Antioch Repair and Maintenance.	\$0		2,500	\$2,500
Total HCP ILA Commitments Expense	\$0			\$5,500

TOTAL PROJECTS EXPENSE		\$83,000	(65,500)	\$17,500
TOTAL PROJECTED EXPENSES		\$1,852,400	(108,751)	\$1,743,649
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		\$1,852,400	(108,751)	\$1,743,649
Total District Revenue		\$1,627,243	6,212	\$1,633,455
Current Net Gain / (Loss)		(\$225,157)		(\$110,194)
TRANSFERS				
Transfer In (from Aquifer Protection Reserve - TexPool General)		\$0	3,000	\$3,000
Transfer In (from General Fund to balance the budget)		\$225,507	(118,307)	\$107,200
Total Transfers		\$225,507		\$110,200
Adjusted Net Gain (Loss)		\$350		\$6
Contingency Fund		\$504,738	591	\$505,329

Item 6

Board Discussions and Possible Actions

c. Discussion and possible action related to adopting an order calling the November 8, 2022 Election, and approving Joint Election and Election Services Agreements with Travis, Hays, and Caldwell Counties, and ordering other matters incident and related to such Election.

**ORDER CALLING ELECTIONS FOR NOVEMBER 8, 2022; MAKING PROVISIONS
FOR CONDUCTING THE ELECTIONS; AND ORDERING OTHER MATTERS
INCIDENT AND RELATED TO SUCH ELECTIONS**

WHEREAS, the Board of Directors (the “Board”) of the Barton Springs/Edwards Aquifer Conservation District (the “District” or “BSEACD”) has the authority to call a general election and a special election to fill a vacancy on November 8, 2022 (the “Elections”) for the election of directors from District precinct numbers two (2) and five (5) and to fill a vacancy in the unexpired term of director office precinct number three (3); and

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

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

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

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

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

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

Section 1. Call of Election; Date; Eligible Electors; and Hours. A general election shall be held on Tuesday, November 8, 2022, which is seventy-eight (78) or more days from the date of the adoption of this order (the “Order”) within the District single member precinct numbers two (2) and five (5), and a special election to fill a vacancy in an unexpired term shall be held for District single member precinct number three (3), at which qualified electors of those precincts shall be entitled to vote for candidates for Director from their respective precincts. The Board hereby finds that holding the elections on such date, a uniform election date, is in the

public interest. The hours during which the polling places are to be open on election day shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

Section 2. Conduct of Election, Joint Election Agreement, Contract for Election Services. The elections shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and of the United States of America. Hays Counties will utilize the Hart Intercivic Verity Duo voting system, and Caldwell and Travis Counties will utilize the ES&S ExpressVote voting system, which have all been approved for use by the Texas Secretary of State and are as described under Title 8 of the Texas Election Code.

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

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

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

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

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

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

Section 4. Early Voting. The Board appoints Dana Christine Wilson as the District’s Regular Early Voting Clerk. If the District’s Regular Early Voting Clerk receives any ballot applications, or ballots voted by mail from either Caldwell, Travis or Hays Counties, the Regular Early Voting Clerk shall forward those ballot applications or ballots voted by mail to the respective Joint Early Voting Clerk from either Caldwell, Travis or Hays County as appropriate. Early voting for the elections shall be conducted jointly with other Entities. The respective Election Officials for Caldwell, Hays, and Travis Counties shall serve as the Joint Early Voting Clerks, and shall appoint any necessary early voting clerks to assist them.

Early Voting by Mail

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

County	Joint Early Voting Clerk
Caldwell	Kimber Daniel Elections Administrator 1403 Blackjack Street, Suite A Lockhart, TX 78644 caldwellec@co.caldwell.tx.us
Hays	Jennifer Doinoff Elections Administrator 712 South Stagecoach Trail, Ste. 1012 San Marcos, TX 78666 elections@co.hays.tx.us
Travis	Rebecca Guerrero Travis County Clerk – Elections Division P.O. Box 149325 Austin, TX 78714-9325 cBBM@traviscountytexas.gov

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

For the use of those voters who are entitled by law to vote early by mail, the joint early voting clerks shall provide each voter in their respective counties with a ballot with instructions

to mark the ballot indicating his or her vote for each candidate and/or measure on the same ballots utilized for early voting by personal appearance at the Election.

The period to apply for a ballot by mail is January 1, 2022 through October 28, 2022. The application must be received by October 28, 2022 (mere postmarking by the deadline is insufficient.)

Early Voting by Personal Appearance

Early voting by personal appearance shall be conducted in Caldwell, Hays and Travis Counties Monday, October 24, 2022, through Friday, November 4, 2022. The locations and times will be approved by the Board when available, prior to the election.

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

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

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

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

document to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternate language to properly participate in the election process.

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

Section 8. Notice of Election Publication and Posting Requirements.

Publication of Notice of Election

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

Posting of Notice of Election

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

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

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

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

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

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

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

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

Section 14. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for at least 72 hours preceding the scheduled time of the meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

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

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

[This section intentionally left blank.]

PASSED AND APPROVED this 14th day of July, 2022.

**BARTON SPRING/EDWARDS
AQUIFER CONSERVATION DISTRICT**

Blayne Stansberry
President, Board of Directors

ATTEST:

Christy Williams
Secretary, Board of Directors

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT

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

Section 1. GENERAL PROVISIONS

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

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

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing

and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) [Dana C Wilson](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Dana C Wilson will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [Dana C Wilson](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In

all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated (give the name or job title of the person who will send notification) as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: dana@bseacd.org.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a

pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
 - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
 - (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer

the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

- (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2022, through January 1, 2023, the Participating Entity shall pay two percent of the cost of the electronic voting system equipment installed at a polling place and two percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

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

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

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

(B) Notice

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

BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
Dana C Wilson
1124 Regal Row
Austin TX 78748

TRAVIS COUNTY
Honorable Rebecca Guerrero, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

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

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is

deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

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

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

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

[Signatures on following page]

BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT

BY: _____
Blayne Stansberry
Board President

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Rebecca Guerrero (or her successor)
County Clerk

DATE: _____

JOINT ELECTION AGREEMENT FOR November 8, 2022 ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on November 8, 2022. The Participating Entities require elections to be held on November 8, 2022, in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

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

I. Scope of Joint Election Agreement

This agreement covers the November 8, 2022 Joint General and Special Elections for the parties to this agreement to be held on November 8, 2022. The County and the Participating Entities will hold these elections on November 8, 2022 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

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

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County;

as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities [continue]

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to

allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. **Election Day**

A. County Responsibilities

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

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving

returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. **Election Night**

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

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

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

B. Participating Entities' Responsibilities

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

VI. **County Resources**

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

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. **Joint Election Costs; Payment**

A. Concurrently with its submittal of an executed copy of this agreement, each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. **The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate.** All checks must be made payable to Travis County. This deposit represents approximately 75% of the costs of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its

respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

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

B. Communication

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

C. Custodian

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

D. Effective Date

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

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

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

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

C. Force Majeure

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

D. Venue and Choice of Law

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

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 8, 2022 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

I. Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

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


M. Counterparts

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

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____

BY: 
Rebecca Guerrero
County Clerk

Barton Springs Edwards Aquifer Conservation District:

By: _____
Blayne Stansberry
Board President

ATTEST:

By: _____
Christy Williams
Board Secretary

APPROVE AS TO FORM:

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

SIGNATURE PAGE

Barton Springs Edwards Aquifer
Conservation District

Address

11224 Regal Row

Austin, Texas 78748

Name of Authorized Signatory Blayne Stansberry, Board President

Signature

Date signed

E-mail address

CONTRACT FOR ELECTION SERVICES

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

RECITALS

GENERAL PROVISIONS.

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

presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

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

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

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

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

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

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the

Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The BSEACD Clerk will ensure that Public Notice is also provided via published notice, on the BSEACD's website and on all BSEACD social media outlets.

- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and "Verity Controllers." Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.

- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the BSEACD, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.

- K. **Applications for Mail Ballots.** The BSEACD and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the BSEACD.

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

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the BSEACD. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the BSEACD shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the BSEACD and in accordance with the Texas Election Code.

M. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the BSEACD and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

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

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

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

Q. Custodian of Election Records. The Election records will be submitted to the BSEACD except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election

Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

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

S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

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

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

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

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

- B. **Map/Annexations.** The BSEACD shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.
- C. **Department of Justice Preclearance for Special Elections.** If required by law, the BSEACD shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The BSEACD shall prepare the text for the BSEACD's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The BSEACD shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the BSEACD shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The BSEACD shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

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

Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

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

V. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
 2. The officers who conduct the official canvass of the Election returns;
 3. The authority to serve as custodian of voted ballots or other Election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** If the BSEACD cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the BSEACD shall pay the fee.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.
- D. **Election to Resolve a Tie.** In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:
1. The BSEACD and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
 2. The BSEACD will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the Election will be borne by the BSEACD; the Contracting Officer will work with the BSEACD on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the BSEACD may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the BSEACD or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control

of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

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

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the BSEACD:

Timothy T. Loftus
General Manager BSEACD
1124 Regal Row
Austin, Texas 78666
Tel: (512) 282-8441 x 114
Fax: (512) 282-7016
Email: tloftus@bseacd.org

Witness by my hand this the _____ day of _____, 2022.

Contracting Officer:

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 2022.

Local Political Subdivision:

Barton Springs Edwards Aquifer Conservation District:
Printed Name: Timothy T Loftus

Signature: _____

Barton Springs Edwards Aquifer Conservation District:

By: _____
Blayne Stansberry
Board President

ATTEST:

By: _____
Christy Williams
Board Secretary

APPROVE AS TO FORM:

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

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

This Joint Election Agreement ("Agreement") is entered into on July ____, 2022, between the **Barton Springs Edwards Aquifer Conservation District**, (the "BSEACD") 1124 Regal Row, Austin, Texas 78748, and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

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

Section 1. *Scope of Agreement.* The BSEACD enters into this Agreement for the conduct of the elections to be held from August 2022 through July 2023.

Section 2. *Appointment of Election Officer.* The BSEACD appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2022 through July 2023.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the BSEACD agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the BSEACD. Furthermore, the BSEACD agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The BSEACD and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

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

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the

period prescribed by the Texas Election Code. The County agrees to furnish the BSEACD with copies of any election documents upon the BSEACD's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USBs will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the BSEACD with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the BSEACD may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

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

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

The formula is as follows:

Example:

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

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

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

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2022 and end on July 31, 2023.

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

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

been contained herein.

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

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

BSEACD
Dana Wilson
1124 Regal Row
Austin, Texas 78748

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

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

WITNESS OUR HANDS this _____ day of August, 2022.

Hays County Elections Administrator

BSEACD

Jennifer Anderson
Elections Administrator

Timothy T. Loftus
General Manager

Attest:

Attest:

Barton Springs Edwards Aquifer Conservation District:

By: _____
Blayne Stansberry
Board President

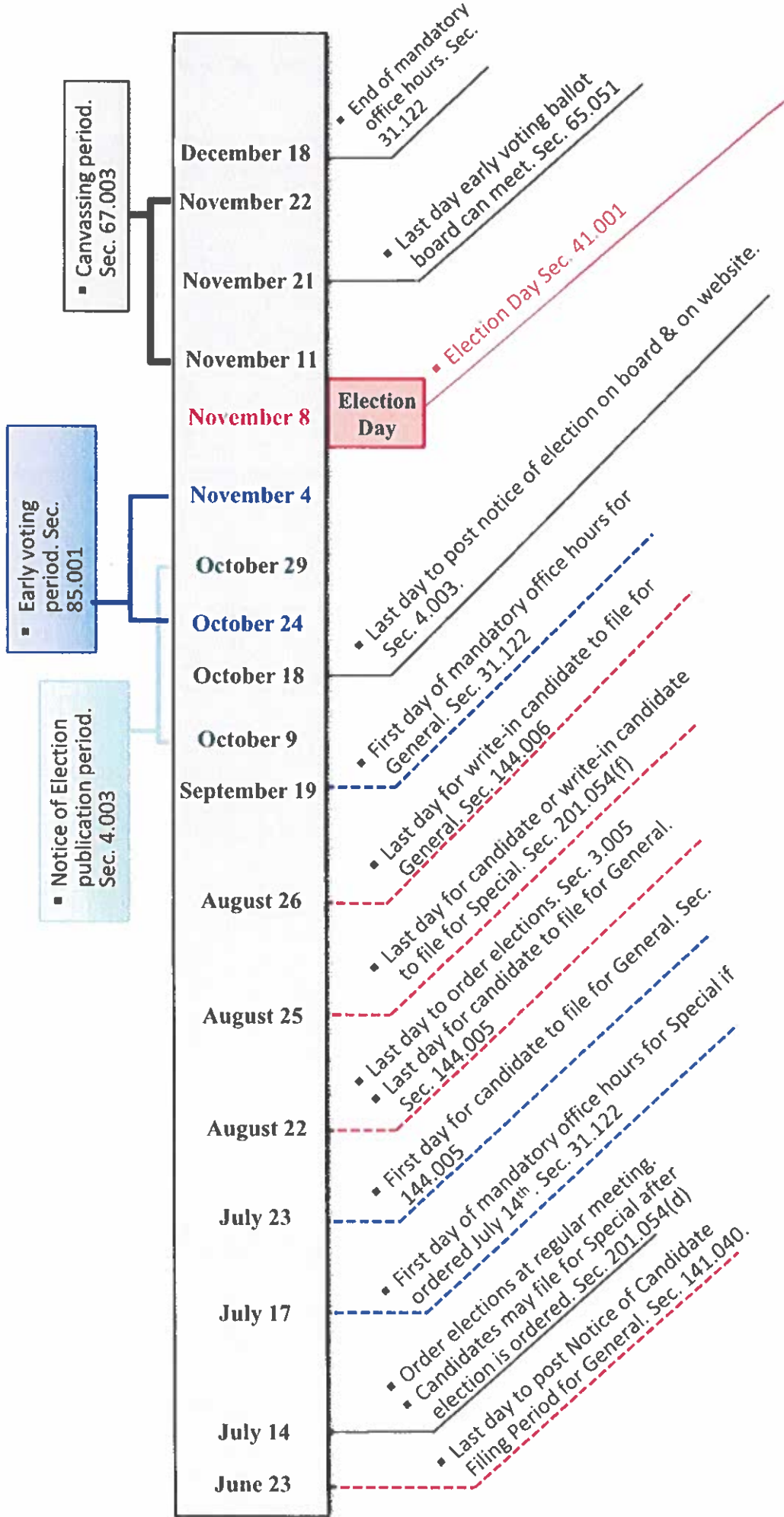
ATTEST:

By: _____
Christy Williams
Board Secretary

APPROVE AS TO FORM:

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

Timeline for General & Special Election Process November 8, 2022



All section references refer to the Texas Election Code.

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