

**INTERLOCAL AGREEMENT AMONG  
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,  
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,  
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,  
POLONIA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER  
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER CONSERVATION  
DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK WATERSHED  
PROTECTION PLAN**

This Interlocal Agreement is made and entered into, effective the 11<sup>th</sup> day of July, 2011 ("Effective Date") by and among Hays County Texas ("Hays County"), Caldwell County Texas ("Caldwell County"), City of Luling ("Luling"), City of Kyle ("Kyle"), City of Buda ("Buda"), City of Lockhart ("Lockhart"), City of Umland ("Umland"), Guadalupe-Blanco River Authority ("GBRA"), Plum Creek Conservation District ("PCCD"), Polonia Water Supply Corporation ("Polonia") Caldwell-Travis Soil and Water Conservation District #304 ("Caldwell-Travis SWCD"), and Hays County Soil and Water Conservation District #351 ("Hays County SWCD"), jointly known as the "Financing Parties." This Interlocal Agreement is entered into by the Financing Parties pursuant to the authority granted and in compliance with, the provisions of the "Interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791. This Interlocal Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership ("PCWP") was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules dated May 5, 2006 ("Ground Rules"), throughout that time; and

WHEREAS since that time over two (2) million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan ("WPP"); and

WHEREAS, the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS, the Plum Creek WPP satisfies the US Environmental Protection Agency's ("EPA") guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator ("PCWP Watershed Coordinator"), currently Texas AgriLife Extension Service, through an existing grant from the Texas State Soil and Water Conservation Board ("TSSWCB") and EPA payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures funding through writing grants, tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS, in September 2011, current federal funding for the PCWP Watershed Coordinator will end; and

WHEREAS, the Financing Parties desire to insure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to enter into this Interlocal Agreement regarding implementation of the Plum Creek WPP and to proceed as follows:

**ARTICLE I**  
**PILOT PROGRAM**

The Financing Parties agree to establish a three (3) year pilot program for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will be the responsibility of the PCWP. The PCWP will appoint a Managing Partner who will hire a PCWP Watershed Coordinator.

**ARTICLE II**  
**PCWP**

The PCWP Steering Committee will designate one (1) PCWP member to be the Managing Partner of the PCWP. The PCWP Steering Committee is also responsible for the development of the job description and responsibilities of the PCWP Watershed Coordinator and the annual budget for the three (3) year pilot program. The PCWP Steering Committee will continue to follow the Ground Rules attached hereto as Attachment E to this Interlocal Agreement.

**ARTICLE III**  
**MANAGING PARTNER**

The Managing Partner, after consulting with PCWP Steering Committee members, will hire an individual, to be the PCWP Watershed Coordinator. Additionally the Managing Partner will supervise the PCWP Watershed Coordinator. The PCWP Watershed Coordinator will be housed in the watershed at a location that the Managing Partner, after consulting with the PCWP Steering Committee, decides.

**ARTICLE IV**  
**PLUM CREEK WATERSHED COORDINATOR**

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed on Attachment A to this Interlocal Agreement. Additionally various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B to this Interlocal Agreement.

**ARTICLE V**  
**FUNDING**

The PCWP Steering Committee will develop the annual budget for operations of the PCWP. A proposed draft budget is set forth on Attachment C to this Interlocal Agreement. Additionally the PCWP Steering Committee will submit a workplan to the TSSWCB for a Clean Water Act §319(h) nonpoint source grant for the remaining balance needed to support the PCWP Watershed Coordinator position for at least the three (3) year pilot program. The award of the grant ultimately rests on the approval from EPA. The Financing Parties agree to cooperate and coordinate together in determining the amount of funds that will be necessary to financially support the pilot program over the next three (3) years in accordance with the adopted Budget. The Financing Parties understand and agree that any funding commitment by a particular Financing Party shall not exceed \$20,000.00 annually and is subject to approval and appropriation by the governing body of such Financing Party. Any payments made by or financial obligations of any Financing Party shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Interlocal Agreement in applicable bank accounts and is authorized to spend such funds to implement this Interlocal Agreement in accordance with the approved budget, provided however, any proposed expenditure of funds herein in excess of \$1,000.00 except the salary and benefits of the PCWP Watershed Coordinator which shall be approved on an annual basis by the PCWP Steering Committee shall be first approved by the PCWP Steering Committee. The PCWP Steering Committee estimates that the annual cost for the pilot program, as shown on Attachment C to this Interlocal Agreement, will be approximately \$120,000, consisting of funds for salary and benefits, a computer, cell phone, supplies, publications, travel expenses, and educational workshops. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment D to this Interlocal Agreement.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner and PCWP Watershed Coordinator throughout the course of this Interlocal Agreement. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants; and various state and federal funding opportunities.

**ARTICLE VI**  
**STATISTICS AND DOCUMENTS**

The Managing Partner shall properly, accurately and completely maintain all documents, papers, records, and other evidence regarding implementation of this Interlocal Agreement. To further the purpose of cooperative administration of the activities described within this Interlocal Agreement, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Interlocal Agreement available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Interlocal Agreement and to ensure that this Interlocal Agreement is publically available shall post a PDF version of this Interlocal Agreement on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

**ARTICLE VII**  
**DISPUTES**

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Interlocal Agreement. The Financing Parties agree that before they will exercise the termination rights described in Article IX, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

**ARTICLE VIII**  
**TERM**

This Interlocal Agreement shall be effective and in place on the date the last of the Financing Parties signs this Agreement (the "effective date") with the financing obligation described commencing for a period of one fiscal year beginning September 1, 2011. The term of this Interlocal Agreement shall be automatically renewed each fiscal year not to exceed three (3) fiscal years unless terminated earlier as provided in Article IX or amended as provided in Article X.

**ARTICLE IX**  
**TERMINATION**

This Interlocal Agreement terminates on August 31, 2014. In the event a Financing Party to this Interlocal Agreement determines it is in the best interest of that Financing Party to withdraw from this Interlocal Agreement, the Financing Party making that determination may withdraw by giving written notice of such intent to the remaining Parties at the addresses provided in Section XII of this Interlocal Agreement no later than May 31 of a calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party's withdrawal.

**ARTICLE X**  
**AMENDMENT**

No amendment, modification or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

**ARTICLE XI**  
**NOTICES**

Notices to any Financing Party required or appropriate under this Interlocal Agreement shall be deemed sufficient if in writing and mailed USPS postage prepaid.

**To Hays County.** Notices to Hays County shall be addressed to:

Hays County Judge  
Hays County  
111 East San Antonio Street  
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

**To Caldwell County.** Notices to Caldwell County shall be addressed to:

Caldwell County Judge  
Caldwell County  
110 South Main Street  
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

**To Luling.** Notices to Luling shall be addressed to:

City Manager  
City of Luling  
509 East Crockett  
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

**To Kyle.** Notices to Kyle shall be addressed to:

City Manager  
City of Kyle  
100 West Center Street  
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

**To Buda.** Notices to Buda shall be addressed to:

City Manager  
City of Buda  
P.O. Box 1218  
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

**To Lockhart.** Notices to Lockhart shall be addressed to:

City Manager  
City of Lockhart  
P.O. Box 239  
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

**To Uhland.** Notices to Uhland shall be addressed to:

City Secretary  
City of Uhland  
17 Cotton Gin Road  
Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

**To GBRA.** Notices to GBRA shall be addressed to:

General Manager  
Guadalupe-Blanco River Authority  
933 East Court Street  
Seguin, TX 78155

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

**To Plum Creek Conservation District.** Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager  
Plum Creek Conservation District  
1403 Blackjack Street, Suite C  
Lockhart, TX 78644

**To Polonia Water Supply Corporation.** Notices to Polonia Water Supply Corporation shall be addressed to:

General Manager  
Polonia WSC  
P.O. Box 778  
Lockhart, TX 78644

**To Caldwell-Travis SWCD.** Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman  
Caldwell-Travis SWCD #304  
1403-D Blackjack Street  
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

**To Hays County SWCD.** Notices to Hays County SWCD shall be addressed to:

Chairman  
Hays County SWCD #351  
501 Broadway, Suite B  
San Marcos, TX 78666

and to other such addresses as may herein be designated in writing by the Chairman of Hays County SWCD.

**ARTICLE XII**  
**RELATIONSHIP OF FINANCING PARTIES**

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions

contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

**ARTICLE XIII**  
**APPLICABLE LAW**

This Interlocal Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Financing Parties created hereunder are performable in either Hays, Travis, or Caldwell Counties, Texas.

**ARTICLE XIV**  
**LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XV**  
**COMPLIANCE WITH LAWS AND ORDINANCES**

The Financing Parties hereby agree to comply with all federal, state and local laws and ordinances applicable to the work or services to be performed under this Interlocal Agreement. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

**ARTICLE XVI**  
**PARTIES BOUND**

This Interlocal Agreement shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Interlocal Agreement.

**ARTICLE XVII**  
**DEFINITIONS**

The "Financing Parties" means the entities that have executed this Interlocal Agreement in their separate capacities.

The "Plum Creek Watershed Partnership" or "PCWP" means an unincorporated entity operating under "PCWP Ground Rules" dated May 5, 2006, which are attached to this Interlocal Agreement as Attachment E.



The "PCWP Steering Committee" is the group of individuals listed on Attachment F to this Interlocal Agreement, that directs the actions of the "Plum Creek Watershed Partnership" in accordance with the "PCWP Ground Rules" and with the terms of this Interlocal Agreement.

The "Managing Partner" is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the "PCWP Ground Rules" and in this Interlocal Agreement.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Interlocal Agreement.

Hays County  
By: Bret Cobb  
Date: 7-11-2011

Caldwell County  
By: Tom D. Bann  
Date: 11 July 2011

City of Luling  
By: Robert M. Berger  
Date: July 7, 2011

City of Kyle  
By: Larry S. Lambert  
Date: 7-8-11

City of Buda  
By: V. L. Davis  
Date: 7/11/11

City of Lockhart  
By: Chris Lockhart  
Date: 7-7-2011

City of Umland  
By: Daniel R. Heideman  
Date: 7-8-11

Guadalupe-Blanco River Authority  
By: Reschke  
Date: 6/29/11

Plum Creek Conservation District  
By: James A. Hart, Jr  
Date: 7/7/2011

Polonia Water Supply Corporation  
By: Paul Pittman  
Date: 7/7/11

Caldwell-Travis SWCD #304

By: Bud Wade

Date: 7-7-11

Hays County SWCD #351

By: David Allen

Date: 7/8/11

## **ATTACHMENT A**

### **PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR**

- Work with Counties, Cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

## ATTACHMENT B

### PLUM CREEK WATERSHED COORDINATOR TASKS

#### Agriculture

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

#### Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

#### Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

### Wastewater

- Coordinate septic system management workshops for homeowners and installer/maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

### General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Lockhart Rites of Spring, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

**ATTACHMENT C**

**PLUM CREEK WATERSHED COORDINATOR BUDGET**

	<b>year 1</b>	<b>year 2</b>	<b>year 3</b>	<b>total</b>	<b>federal</b>	<b>non-federal</b>	
<b>salary</b>	\$45,000.00	\$46,800.00	\$48,672.00	\$140,472.00	\$84,283.20	\$56,188.80	\$140,472.00
<b>benefits</b>	\$18,225.00	\$18,954.00	\$19,712.16	\$56,891.16	\$34,134.70	\$22,756.46	\$56,891.16
<b>total salary and benefits</b>	\$63,225.00	\$65,754.00	\$68,384.16	\$197,363.16	\$118,417.90	\$78,945.26	\$197,363.16
<b>Supplies</b>	\$2,049.00	\$2,000.00	\$2,000.00	\$6,049.00	\$3,629.40	\$2,419.60	\$6,049.00
<b>Travel</b>	\$8,000.00	\$8,000.00	\$8,000.00	\$24,000.00	\$14,400.00	\$9,600.00	\$24,000.00
<b>Equipment (computer)</b>	\$3,000.00	\$3,000.00	\$3,000.00	\$9,000.00	\$5,400.00	\$3,600.00	\$9,000.00
<b>Facilities</b>	\$12,000.00	\$12,000.00	\$12,000.00	\$36,000.00	\$21,600.00	\$14,400.00	\$36,000.00
<b>Publication Costs</b>	\$5,000.00	\$5,000.00	\$4,000.00	\$14,000.00	\$8,400.00	\$5,600.00	\$14,000.00
<b>Phone and Cell</b>	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00	\$3,240.00	\$2,160.00	\$5,400.00
<b>Postage</b>	\$800.00	\$800.00	\$800.00	\$2,400.00	\$1,440.00	\$960.00	\$2,400.00
<b>Other</b>	\$10,900.00	\$7,891.00	\$5,712.12	\$24,503.12	\$14,701.87	\$9,801.25	\$24,503.12
<b>Indirect costs</b>	\$13,225.50	\$13,754.52	\$14,304.70	\$41,284.72	\$24,770.83	\$16,513.89	\$41,284.72
<b>total</b>	\$119,999.50	\$119,999.52	\$120,000.98	\$360,000.00	\$216,000.00	\$144,000.00	\$360,000.00
<b>total other</b>	\$30,500.00	\$27,491.00	\$24,312.12	\$82,303.12	\$49,381.87	\$32,921.25	\$82,303.12
<b>total direct</b>	\$106,774.00	\$106,245.00	\$105,696.28	\$318,715.28	\$191,229.17	\$127,486.11	\$318,715.28

	<b>labor</b>	<b>travel</b>	<b>supplies</b>	<b>equipmt</b>	<b>other</b>	<b>indirect</b>
<b>Task one</b>	\$39,472.63	4000	\$1,209.80	\$3,000.00	11260.62	\$8,256.94
<b>Task two</b>	\$78,945.26	10000	\$2,419.60	\$3,000.00	27021.25	\$16,513.89
<b>Task three</b>	\$78,945.26	10000	\$2,419.60	\$3,000.00	44021.25	\$16,513.89
	\$197,363.16	\$24,000.00	\$6,049.00	\$9,000.00	\$82,303.12	\$41,284.72
						\$360,000.00
						\$67,200.00
						\$137,900.00
						\$154,900.00
						\$360,000.00
						\$67,200.00
						\$137,900.00
						\$154,900.00
						\$360,000.00

	<b>federal</b>	<b>non-federal</b>
20% of expenses, 1/3 of equipment	\$40,320.00	\$26,880.00
40% of expenses, 1/3 of equipment	\$82,740.00	\$55,160.00
40% of expenses + 1/3 equipment + workshops	\$92,940.00	\$61,960.00
	\$216,000.00	\$144,000.00

task 1  
task 2  
task 3



**ATTACHMENT D**

Entities	2009 Population			Area Acres	Area (sq. Miles)	Cost Portion for \$48,000	
	Population	Area Acres	Area (sq. Miles)			Population Portion (50%)	Land portion (50%)
Caldwell County	36899	350080	547				
Caldwell County (in Watershed)	17488	189709	311	296.42		\$3,022	\$5,932
Hays County	151664	434559	679				
Hays County (in Watershed)	8,622	98628	72	60.3		\$1,490	\$1,208
Kyle	28,700	6000	9.38			\$4,960	\$188
Lockhart	14238	7,210	11.26			\$2,461	\$225
Luling	5502	2120	3.31			\$951	\$66
Buda	7784	1451	2.27			\$1,345	\$45
GBRA	26110	248637	388			\$4,513	\$7,775
PCCD	26110	248637	388			\$4,513	\$7,775
Uhland	457	1171	1.83			\$79	\$37
Polonia WSC	3855	23968				\$666	\$749
Watershed	80334	248637	388				
<b>TOTAL</b>	<b>138,866</b>	<b>767,531</b>				<b>\$24,000</b>	<b>\$24,000</b>

TOTAL ESTIMATED BUDGET = 120000  
 ANTICIPATED GRANT AWARD 60% OF BUDGET = 72000  
 ESTIMATED BUDGET BALANCE AFTER GRANT = 48000

**ATTACHMENT E**

## Plum Creek Watershed Partnership Ground Rules

The following are the Ground Rules for the Plum Creek Watershed Partnership (hereafter referred to as the Partnership) agreed to and signed by the members of the Plum Creek Watershed Partnership Steering Committee (hereafter referred to as the Steering Committee) in an effort to develop and implement a watershed protection plan.

The signatories to these Ground Rules agree as follows:

### GOALS

The goal of the Partnership is to develop and implement a Watershed Protection Plan (WPP) to improve and protect the water quality of Plum Creek (Segment 1810). According to the draft *2004 Texas Water Quality Inventory and 303(d) List*, Plum Creek exhibits elevated nutrient levels and is impaired by high bacteria concentrations making it unsuitable for contact recreation use.

The Steering Committee will consider and attempt to incorporate the following into the development and implementation of the WPP:

- Economic feasibility, affordability and growth;
- Unique environmental resources of the watershed;
- Regional water planning efforts; and
- Regional cooperation.

### POWERS

The Steering Committee is the decision making body for the Partnership. As such, the Steering Committee will formulate recommendations to be used in drafting the WPP and will guide the implementation of the WPP to success. Formal Steering Committee recommendations will be identified as such in the planning documents and meeting summaries.

Although formation of the Steering Committee was facilitated by the Texas Cooperative Extension (TCE) and the Texas State Soil and Water Conservation Board (TSSWCB), the Steering Committee is an independent group of watershed stakeholders and individuals with an interest in restoring and protecting the designated uses and the overall health of the Plum Creek Watershed.

The Steering Committee provides the method for public participation in the planning process and will be instrumental in obtaining local support for actions aimed at restoring surface water quality in Plum Creek.

### TIME FRAME

Development of a Plum Creek WPP will require at least a 15-month period. The Steering Committee will function under a June 2007 target date to complete the initial development of the WPP. Achieving water quality improvement in Plum Creek may require significant time as implementation is an iterative process of executing programs and practices followed by achievement of interim milestones and reassessment of strategies and recommendations. The Steering Committee will function throughout the 15-month initial development period and may continue to function thereafter as a recommendation of the WPP.

### **STEERING COMMITTEE MEMBERSHIP SELECTION**

The Steering Committee is composed of stakeholders from the Plum Creek Watershed. Initial solicitation of members for equitable geographic and topical representation was conducted using three methods: 1) consultation with the TCE County Agents, Plum Creek Conservation District, Guadalupe-Blanco River Authority, Caldwell-Travis and Hays County Soil and Water Conservation Districts and local and regional governments, 2) meetings with the various stakeholder interest groups and individuals, and 3) self-nomination or requests by the various stakeholder groups or individuals.

Stakeholders are defined as either those who make and implement decisions, those who are affected by the decisions made or those who have the ability to assist with implementation of the decisions.

### **STEERING COMMITTEE**

Members include both individuals and representatives of organizations and agencies. A variety of members serve on the Steering Committee to reflect the diversity of interests within the Plum Creek Watershed and to incorporate the viewpoints of those who will be affected by the WPP.

Size of the Steering Committee is not strictly limited by number but rather by practicality. To effectively function as a decision-making body, the membership shall achieve geographic and topical representation. If the Steering Committee becomes so large that it becomes impossible or impractical to function, the Committee will institute a consensus-based system for limiting membership.

Steering Committee members are expected to participate fully in Committee deliberations. Members will identify and present insights, suggestions, and concerns from a community, environmental, or public interest perspective. Committee members are expected to work constructively and collaboratively with other members toward reaching consensus.

Committee members will be expected to assist with the following:

- Identify the desired water quality conditions and measurable goals;
- Prioritization of programs and practices to achieve goals;
- Help develop a WPP document;
- Lead the effort to implement this plan at the local level; and
- Communicate implications of the WPP to other affected parties in the watershed.

Steering Committee members will be asked to sign the final WPP.

The Steering Committee will not elect a chair, but rather remain a facilitated group. TCE and/or TSSWCB will serve as the facilitator.

In order to carry out its responsibilities, the Steering Committee has discretion to form standing and ad hoc work groups to carry out specific assignments from the Committee. Steering Committee members will serve on a work group and represent that work group at Steering Committee meetings to bring forth information and recommendations.

### **WORK GROUPS**

Topical work groups formed by the Steering Committee will carry out specific assignments from the Steering Committee. Initially formed standing work groups are:

- Agricultural Nonpoint Source Work Group

- Outreach and Education Work Group
- Urban Stormwater and Nonpoint Source Work Group
- Waste Water Infrastructure Work Group

Each work group will be composed of a minimum of 5 Steering Committee members and any other members of the Partnership with a vested interest in that topic. There is no limit to the number of members on a work group. Each work group will elect a chair.

Tasks such as research or plan drafting will be better performed by these topical work groups. Work Group members will discuss specific issues and assist in developing that portion of the WPP, including implementation recommendations.

Work Groups and individual Work Group members are not authorized to make decisions or speak for the Steering Committee.

#### **TECHNICAL ADVISORY GROUP**

A Technical Advisory Group (TAG) consisting of state and federal agencies with water quality responsibilities will provide guidance to the Steering Committee and Work Groups. The TAG will assist the Steering Committee and Work Groups in WPP development by answering questions related to the jurisdiction of each TAG member. The TAG includes, but is not limited to, representatives from the following agencies:

- Texas Commission on Environmental Quality
- Texas Cooperative Extension
- Texas Department of Agriculture
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- Texas State Soil and Water Conservation Board
- Texas Water Development Board
- U.S. Environmental Protection Agency
- U.S. Geological Survey
- USDA Natural Resources Conservation Service

#### **REPLACEMENTS AND ADDITIONS**

The Steering Committee may add new members if (1) a member is unable to continue serving and a vacancy is created or (2) important stakeholder interests are identified that are not represented by the existing membership. A new member must be approved by a majority of existing members. In either event, the Steering Committee will, when practical, accept additional members.

#### **ALTERNATES**

Members unable to attend a Steering Committee meeting (an absentee) may send an alternate. An absentee should provide advance notification to the facilitator of the desire to send an alternate.

An alternate attending with prior notification from an absentee will serve as a proxy for that absent Steering Committee member and will have voting privileges. An alternate attending without advance notification will not be able to participate in Steering Committee votes.

Absentees may also provide input via another Committee member or send input via the facilitator. The facilitator will present such information to the Committee.

### **ABSENCES**

All Steering Committee members agree to make a good faith effort to attend all Steering Committee meetings, however, the members recognize that situations may arise necessitating the absence of a member. Three absences in a row of which the facilitator was not informed of beforehand or without designation of an alternate constitute a resignation from the Steering Committee.

### **DECISIONMAKING PROCESS**

The Steering Committee will strive for consensus when making decisions and recommendations. Consensus is defined as everyone being able to live with the decisions made. Consensus inherently requires compromise and negotiation.

If consensus cannot be achieved, the Steering Committee will make decisions by a simple majority vote. If members develop formal recommendations, they will do so by two-thirds majority vote.

Steering Committee members may submit recommendations as individuals or on behalf of their affiliated organization.

### **QUORUM**

In order to conduct business, the Steering Committee will have a quorum. Quorum is defined as at least 51% of the Steering Committee (and/or alternates) present and a representative of either TCE or TSSWCB present.

### **FACILITATOR**

The TSSWCB Regional Watershed Coordinator and the TCE Coordinator are independent positions, financed by the State of Texas through federal grant funds. Each has specific roles to perform in facilitating the Partnership and Steering Committee.

**TSSWCB Regional Watershed Coordinator:** The TSSWCB Regional Watershed Coordinator provides technical assistance to the stakeholders in developing the Plum Creek WPP. The TSSWCB Regional Watershed Coordinator will 1) ensure the planning process culminates in a WPP for Plum Creek, 2) facilitate discussions in Steering Committee and Work Group meetings necessary to formulate the WPP, 3) draft text and prepare the WPP such that it incorporates Steering Committee recommendations, 4) collaborate with the TCE Coordinator to facilitate the development and implementation of the WPP through the Steering Committee and Work Groups, and 5) ensure the Plum Creek WPP satisfies the nine elements fundamental to a WPP as promulgated by the U.S. Environmental Protection Agency.

**TCE Coordinator:** The TCE Coordinator will serve as an educator and facilitator to help the Steering Committee organize its work, run meetings, coordinate educational trainings and draft notes and other materials if requested, and work with the TSSWCB to facilitate the development and implementation of the plan. The TCE Coordinator will co-lead the meetings and work with all of the members to ensure that the process runs smoothly. The role of the TCE Coordinator includes working with the Steering Committee to prepare meeting summaries, assisting in the location and/or preparation of background materials, distributing documents the Steering Committee develops, conducting public outreach, moderating public workshops, providing assistance to Steering Committee members regarding Committee business between meetings, and other functions as the Steering Committee requests.

## **MEETINGS**

All meetings (Partnership, Steering Committee, and Work Group) are open and all interested stakeholders are encouraged and welcomed to participate.

Over the 15-month development period, regular meetings of either the Steering Committee or Work Groups will occur each month. The Steering Committee may determine the need for additional meetings. Steering Committee and Work Group meetings will be scheduled to accomplish specific milestones in the planning process.

Meetings will start and end on time. Meeting times will be set in an effort to accommodate the attendance of all Steering Committee members. The TCE Coordinator will notify members of the Partnership, Steering Committee, and Work Groups of respective meetings.

## **OPEN DISCUSSION**

Participants may express their views candidly, but without personal attacks. Time is shared because all participants are of equal importance.

## **AGENDA**

TCE and TSSWCB, in consultation with Steering Committee members are charged with developing the agenda. The anticipated topics are determined at the previous meeting and through correspondence. A draft agenda will be sent to the Steering Committee with the notice of the meeting. Agendas will be posted on the project website. Agenda items may be added by members at the time that the draft agenda is provided. The TCE Coordinator will review the agenda at the start of each meeting and the agenda will be amended if needed and the Committee agrees. The Committee will then follow the approved agenda unless they agree to revise it.

## **MEETING SUMMARIES**

TCE will take notes during the meetings and may provide audio recording. Meeting summaries will be based on notes and/or the recording. TCE and TSSWCB will draft meeting notes and distribute them to the committee for their review and approval. All meeting summaries will be posted on the project website.

## **DISTRIBUTION OF MATERIALS**

TCE and TSSWCB will prepare and distribute the agenda and other needed items to members. Distribution will occur via email and websites, unless expressly asked to use U.S. Mail (i.e. member has no email access). To encourage equal sharing of information, materials will be made available to all. Those who wish to distribute materials to the Steering Committee or a Work Group may ask TCE or TSSWCB to do so on their behalf.

## **SPEAKING IN THE NAME OF THE COMMITTEE**

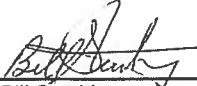
Individuals do not speak for the Steering Committee as a whole unless authorized by the Committee to do so. Members do not speak for the TCE or TSSWCB and neither the TCE nor TSSWCB speak for Steering Committee members. If Committee spokespersons are needed, they will be selected by the Steering Committee.


## **DEVELOPMENT AND REVISION OF GROUNDRULES**

These ground rules were drafted by the TCE and TSSWCB and presented to the Steering Committee for their review, possible revision, and adoption. Once adopted, ground rules may be changed by two-thirds majority vote provided a quorum is present.

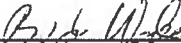



We, the undersigned, as members of the Steering Committee, agree to these Ground Rules of the Plum Creek Watershed Partnership.

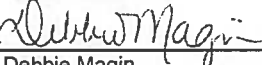
  
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Bill Steubing

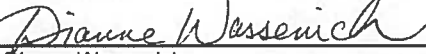
  
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Bill Watson

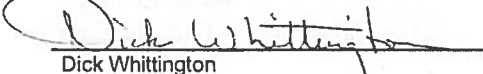
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Bobby Berger

Bud Wade  
  
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Chris Powell

  
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Daniel Heideman

  
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Debbie Magin


  
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Dianne Wassenich

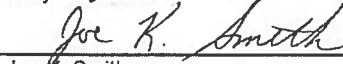
  
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Dick Whittington

  
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Frank Hamilton

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Frank Hinds

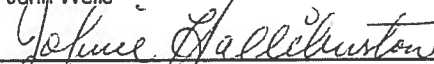
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Fred Rother

  
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Gary Dickenson

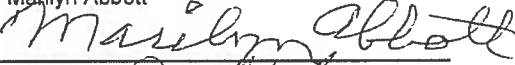

  
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Joe K. Smith

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Joel Gibson III

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John Wells

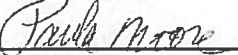
  
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Johnnie Haliburton

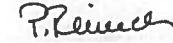
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Marilyn Abbott

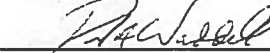
  
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Melba K. Sexton 

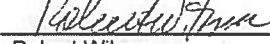
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Nathan Johnson

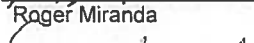
  
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Paul L. Pittman

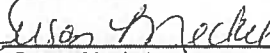
  
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Paula Moore


  
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Peter Reinecke

  
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Rick A. Waddell

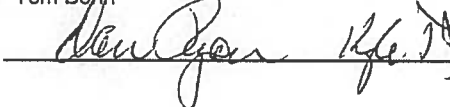
  
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Robert Wilson

  
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Roger Miranda

  
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Susan Meckel

  
\_\_\_\_\_  
Susie Carter

\_\_\_\_\_  
Tom Borh



## ATTACHMENT F

<b>Name</b>	<b>Entity</b>
Bill Steubing	2SRanch
Bill Watson	Landowner
Bobby Berger/Chris Powell	City of Luling
Bud Wade	Caldwell-Travis SWCD
Debbie Magin	GBRA
Dianne Wassenich	San Marcos River Foundation
Frank Hamilton	Realtor
Gary Dickenson	Pioneer HiBred
James Earp	City of Kyle
Mark Jones	Hays County Commissioner
Melba K. Sexton	Former Teacher
Joe K. Smith	Polonia WSC BD
Johnie Haliburton	Plum Creek Conservation District
Paul L. Pittman	Polonia WSC
Peter Reinecke	Landowner
Rick A. Waddell	Texas Lehigh
Stanley Fees	City of Buda
Susan Meckel	Stockholder & LCRA
Rodgers/Weatherford	City of Lockhart
Judge Tom Bonn	Caldwell County
Oscar Fogle	Landowner
Caskey/Allen	Hays County SWCD
Chris Betz	City of Uhland