# REGULAR BOARD MEETING GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT MEETING OF THE BOARD OF DIRECTORS

The Directors of the Gonzales County Underground Water Conservation District will meet in a public session on December 12, 2023, scheduled at 5:30 p.m. at the Gonzales County Underground Water Conservation District Office located at 522 Saint Matthew Street, Gonzales, Texas.

**Note:** Members of the public wishing to comment <u>must</u> attend the meeting in-person. However, any person may view or listen to the meeting via audio and video conference call. No participation or public comments will be allowed via video or conference call. The Audio and Video Conference Opens 5 minutes before the 5:30 p.m. beginning of the meeting.

### GCUWCD Regular Board Meeting December 12, 2023

Dec 12, 2023, 5:30 – 7:30 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.

https://meet.goto.com/992156533

You can also dial in using your phone.

Access Code: 992-156-533

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Get the app now and be ready when your first meeting starts:

https://meet.goto.com/install

The agenda is as follows:

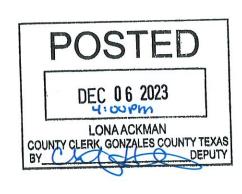
Call to Order.

- 1. Public Comments. Limit to 3 minutes per person.
- 2. Consent Agenda (Note: These items may be considered and approved by one motion of the Board. Directors may request to have any consent item removed from the consent agenda for consideration and possible action as a separate agenda item):
  - a. Approval of minutes of November 08, 2023 Draft Management Plan Workshop
  - b. Approval of minutes of November 14, 2023 Public Hearing Draft Management Plan
  - c. Approval of minutes of November 14, 2023 Regular Board Meeting.
  - d. Approval of the Financial Report.
  - e. Approval of the District's, and Mitigation Funds bills to be paid.
  - f. Approval of District Manager, Administrative Staff, Board Member, Field Technician, and Mitigation Manager Expenses.
  - g. Approval of Manager's Report (monthly report, transporter usage, drought index).
  - h. Approval of Well Mitigation Manager's Report (well mitigation progress).
  - i. Approval of Field Technician's Report (well registrations, water levels, water quality).
- 3. Discuss and possibly take action on any item removed from Consent Agenda.
- Discuss and possibly take action on contracting with the Gonzales County Elections Official to hold the upcoming election for precincts #4, and #5.
- 5. Discussion of other items of interest by the Board and direction to management based on the items set forth above.
- 6. Adjourn.

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. These public meetings are available to all persons regardless of disability. If you require special assistance to attend the meeting, please call 830.672.1047 at least 24 hours in advance of the meeting to coordinate any special physical access arrangements.

At any time during the meeting and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Gonzales County Underground Water Conservation District Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§ 551.071); deliberation regarding real property (§ 551.072); deliberation regarding prospective gift (§ 551.073); personnel matters (§ 551.074); and deliberation regarding security devices (§ 551.076). Any subject discussed in executive session may be subject to action during an open meeting.

D T
THIS THE
6th DAY
OF DECEMBER
2023 AT
O'CLOCK by



# Gonzales County Underground Water Conservation District Minutes of the Board of Directors November 14, 2023 Public Hearing Draft Management Plan

The Board of Directors of the Gonzales County Underground Water Conservation District (the District) held a public hearing for the purpose of receiving comments on the Draft Management Plan for the District. Present for the meeting were directors: Mr. Bruce Tieken, Mr. Barry Miller, Mr. Mark Ainsworth, Mr. Kermit Thiele, and Mr. Mike St. John. Also present for the meeting were District General Manager, Ms. Laura Martin, and legal counsel, Mr. Greg Ellis. Other Attendees included: (See Attached List)

### Call to order.

# President of the Board to make comments.

Mr. Bruce Tieken, Board President and Presiding Officer, called the public hearing for the Gonzales County Underground Water Conservation District Public Hearing Draft Management Plan to order at 5:35 p.m. He made opening comments and called for comments from the attendees.

# Receive comments from the public on the Draft Management Plan.

Ms. Sally Ploeger, landowner, Mr. Mark Ploeger, landowner, Mr. Richard Shelton, landowner, Mrs. MaryAnn Menning, landowner, Mr. Ted Boriak, landowner, Ms. Angela McGehee, and Ms. Laverne Davis, landowner, made a public comment. A recording of the board meeting and comments received are filed at the District office, and on the District website.

# Adjourn:

A motion was made by Mr. Kermit Thiele to adjourn the public hearing and Mr. Mike St. John seconded the motion. The motion passed unanimously, and the meeting adjourned at 6:02 PM.

Approved By:
<b>December 12, 2023</b>
HS

# Gonzales County Underground Water Conservation District Minutes of the Board of Directors November 14, 2023 Regular Board Meeting

The regular meeting of the Board of Directors of the Gonzales County Underground Water Conservation District (the District) was called to order. Present for the meeting were directors: Mr. Bruce Tieken, Mr. Kermit Thiele, Mr. Mark Ainsworth, Mr. Barry Miller, and Mr. Mike St. John. Also present for the meeting were GCUWCD General Manager, Ms. Laura Martin, and legal counsel, Greg Ellis. Other Attendees included: (See Attached List)

### Call to Order.

The President of the Board of Directors called the meeting to order at 6:02 p.m.

# Public Comments. Limit to 3 minutes per person.

Public comments were made by Mr. James Hobizal, landowner, Ms. Sally Ploeger, landowner, Mr. Mark Ploeger, landowner, Mr. Ted Boriack, landowner, Ms. Angela McGehee, and Mrs. Mary Ann Menning, landowner. A recording of the meeting is available in the District office.

Consent Agenda (Note: These items may be considered and approved by one motion of the Board. Directors may request to have any consent item removed from the consent agenda for consideration and possible action as a separate agenda item):

Approval of minutes of October 10, 2023 Public Hearing.

Approval of minutes of October 10, 2023 Regular Board Meeting.

Approval of minutes of November 07, 2023 GCUWCD WORKSHOP Draft Management Plan.

Approval of the Financial Report.

Approval of the District's bills to be paid.

Approval of the Mitigation Fund bills to be paid.

Approval of District Manager, Administrative Staff, Board Member, Field Technician, and Mitigation Manager Expenses.

Approval of Manager's Report (monthly report, transporter usage, drought index).

Approval of Well Mitigation Manager's Report (well mitigation progress).

Approval of Field Technician's Report (well registrations, water levels, water quality).

The consent agenda was reviewed by the Board of Directors and Mr. Mark Ainsworth made a motion to approve the consent agenda. Mr. Barry Miller seconded the motion. The motion passed unanimously.

Discuss and possibly take action on any item removed from Consent Agenda. None.

# Discuss and possibly take action on a resolution for approval of the 2023 tax roll for Caldwell Co. (Section 26.09(e) Texas Property Tax Code).

The Directors discussed Resolution 2023-11-14a, for Caldwell County for the 2023 Tax Roll amount, for the District. Mr. Barry Miller made a motion to approve the resolution for Caldwell County 2023 Tax Roll amount for the district as presented. Mr. Kermit Thiele seconded the motion. The motion passed unanimously.

# Discuss and possibly take action on approval of the GCUWCD Management Plan Resolution.

The Directors discussed the approval of the GCUWCD Management Plan Resolution. Mr. Ainsworth made a motion to table the GCUWCD Management Plan Resolution to allow further discussion and review from legal counsel. Mr. Mike St. John seconded the motion. The motion passed unanimously.

Presentation of legislative/legal updates from legal counsel.

Legal counsel to the district, Mr. Gregory Ellis, discussed with the board ongoing legislative and legal updates.

Discussion of other items of interest by the Board and direction to management based on the items set forth above.

None.

Adjourn.

A motion was made by Mr. St. John to adjourn the meeting, and Mr. Thiele seconded the motion. The motion passed unanimously. The meeting adjourned at 6:56 p.m.

Approved By:

**December 12, 2023** 

HS

# Gonzales County Underground Water Conservation District Investment Report December 12, 2023

CD Information - District F	unds						
			Purchase			1750 No.	
Account	Place	Purchase Date	Value	Interest Rate	Maturity Date	As of	Amount
CD #11	Sage Capital Bank	8/4/2023	\$152,818.77	5.15%	2/4/2025	11/30/2023	\$173,090.80
CD #365	Randolph Brooks FCU	3/28/2023	\$271,523.86	4.50%	9/28/2024	11/30/2023	\$271,589.47
CD #49	Sage Capital Bank	8/14/2023	\$250,000.00	5.15%	8/14/2024	11/30/2023	\$274,761.91
CD #49	Oage Oupital Bank	0,1,12020	<b>4</b> ,		otal CD's to Date		\$719,442.18
Market Comparisons							
•	Tex Pool			5.38%		12/6/2023	
	6 Mo. Treasury Yield			5.18%		12/6/2023	

Banking Information - Dis	strict Funds			
Account	Place		As of	Amount
#59 Money Market	Sage Capital Bank		11/30/2023	\$1,428,632.81
#61 Operating	Sage Capital Bank		11/30/2023	\$31,100.22
#356 Savings	Randolph Brooks		11/30/2023	\$1.00
#000 Cavings	Trained of the second			
		Total Cash to Date		\$1,459,734.03
Banking Information - We	estern Mitigation Fund			
Account	Place		As of	Amount
#35 Money Market	Sage Capital Bank		11/30/2023	\$189,778.47
#70 Operating	Sage Capital Bank		11/30/2023	\$769.59
, , , , , , , , , , , , , , , , , , ,				
		Total Cash to Date		\$190,548.06
Banking Information - Ea	astern Mitigation Fund			
Account	Place		As of	Amount
#64 Money Market	Sage Capital Bank		11/30/2023	\$320,204.17
#98 Operating	Sage Capital Bank		11/30/2023	\$1,870.69
noo operating				
		Total Cash to Date		\$322,074.86
			·	

Weighted Average Maturity (WAM)

Using the Current Date and Maturity Date: Weighted Average Maturity (WAM) =

\$2,691,799.13

tal of all investments.  Reprting  riod Date Mat. Date  11/30/2023 2/4/202  11/30/2023 9/28/202	25 432	WAM 103.935	CD Term
riod Date Mat. Date 11/30/2023 2/4/202 11/30/2023 9/28/202	25 432		
1/30/2023 2/4/202 11/30/2023 9/28/202	25 432		
1/30/2023 9/28/202		103 935	
		100.000	18 mo
	24 303	114.383	18 mo
11/30/2023 8/14/202	24 258	98.533	12 mo
		316.850	
	1	0.724	
	1	0.016	
	1	0.000	
	1	0.096	
	1	0.000	
	1	0.162	
	1	0.001	
		1.000	
_		1 1 1 1 1 1	1 0.000 1 0.096 1 0.000 1 0.162 1 0.001

The portfolio of the Gonzales County Underground Water Conservation District is believed to be in compliance with the District's Board approved Investment Policy, State law, and the Investment Strategy.

Signed: Laura Martin-Preston, Investment Officer

Dated: 12-08-2023

# GCUWCD BILLS TO BE PAID December 12, 2023

GVTC (Local & Long Distance & Internet)-Paid	\$ 279.23
City of Gonzales (Utilities)-Paid	\$ 194.64
Intuit-QuickBooks (Monthly Subscription)-Paid	\$ 51.96
Ricoh (Copier Rental)	\$ 122.63
Caldwell County Appraisal District (Tax Code 2024 1st Qtr.)	\$ 54.94
Caldwell County Appraisal District (Coll. Budget 2024 1st Qtr.)	\$ 17.31
Synergisdic, LLC	\$ 789.00
Montemayor Britton Bender PC (2022-2023 FY Audit)	\$ 2,500.00
McElroy Sullivan Miller & Weber LLP	\$ 4,371.00
Judge Stephen B. Ables (CRWA Contested Case)	\$ 1,300.00
FedEx	\$ 160.02
Daniel B. Stephens & Associates, Inc. (Consultant)	\$ 359.93
Gonzales County Appraisal District (Tax Code 2022 1st Qtr.)	\$ 748.25
Total	\$ 10,948.91

# GCUWCD WMF BILLS TO BE PAID December 12, 2023

Montemayor Britton Bender PC (2022-2023 FY Audit)	\$ 2,500.00
Montemayor Ditton Bender 1 C (2022 2023 1 1 12002)	
	\$2.500.00

**TOTAL** \$2,500.00

# GCUWCD EMF BILLS TO BE PAID

**December 12, 2023** 

Wageners Well Service (Hendershot, Ross S075)	\$40,000.00
Montemayor Britton Bender PC (2022-2023 FY Audit)	\$ 2,500.00

TOTAL \$42,500.00

# Water Well Driller: Wagener's Well Service Address: 4 miles Northeast of Ottine, TX Invoice Date: 10-25-2023

Owner: Ross Hendershot, S075

Well Location: CR 230/ Lat: 29.624444, Long: -97.541111

WELL USE: Livestock EASTERN

Well Data Collection	Unit Cost	Units	No. Units	Total
Well data collection	\$190.80	each		\$0.00
Diagnostic evaluation (pumping test, water quality)	\$286.20	each		\$0.00
Equipment and labor to remove/reinstall existing pump	\$600.00	each		\$0.00
Downhole camera survey	\$2.65	per foot		\$0.00
Mobilization/Demobilization ≤ 50 miles round-trip	\$250.00	lump sum		\$0.00
			Total	\$0.00
Pump Removal/Installation Services	Unit Cost	Units	No. Units	Total
Equipment and labor to remove existing pump	\$325.00	each		\$0.00
Equipment, labor, and materials to install electric pump to 100 ft.	\$2,480.00	each		\$0.00
Equipment, labor, and materials to install electric pump to 200 ft.	\$4,800.00	each		\$0.00
Price per foot over 200ft (includes pipe and wire)	\$6.25	per foot	100	\$625.00
Dole flow valve (15gpm)	\$116.60	each		\$0.00
Pressure relief valve	\$67.50	each		\$0.00
Pressure switch (control switch)	\$57.50	each		\$0.00
Pre-pressurized tank (80 gal capacity, includes cement pads)	\$950.00	each		\$0.00
PVC electrical conduit & misc. fittings (includes wire)	\$8.75	per foot		\$0.00
Electrical junction box	\$53.00	each		\$0.00
4 Portable panels to enclose well (5ft tall)	\$735.00	total	2	\$1,470.00
1-1/4 PVC pipe & ditching installed	\$4.50			\$0.00
Mobilization/Demobilization ≤ 50 miles round-trip	\$250.00	lump sum		\$0.00
			Total	\$2,095.00
	······································		ĺ	
Solar Pump Installation	Unit Cost	Units	No. Units	Total
Equipment/ labor to install solar pump and all associated equipment to 200 ft.	\$1,475.00	each	1	\$1,475.00
Solar pump system (11 gpm pump and 2 solar panels)	\$7,300.00		1	\$7,300.00
Add additional solar panel	\$1,272.00		2	\$2,544.00
Concret	\$12.00		18	\$216.00
Mobilization/Demobilization ≤ 50 miles roundtrip	\$169.60	lump sum	2	\$339.20
		<u>'</u>	Total	\$11,874.20
Water Well Drilling Services	Unit Cost	Units	No. Units	Total
Equipment, materials, and labor to install 4-1/2" dia. well to 800 ft.	\$42.00		500	\$21,000.00
Equipment, materials, and labor to install 5" dia. well to 800 ft.	\$32.00			\$0.00
Equipment, materials, and labor to install 6" dia. well to 800 ft.	\$35.00			\$0.00
Borehole sealed around casing with palletized bentonite	\$12.60		400	\$5,040.00
Construct 4 x 4 concrete well pad	\$650.00			\$0.00
Equipment and labor to develop wells	\$1,590.00		1 1	\$1,590.00
Mobilization/Demobilization < 50 miles round-trip		lump sum		\$1,500.00
MIODIRECTION DOTTO STREET OF THE OFFICE AND	T.,,0.0-		Total	\$29,130.00

Water Well Driller: Wagener's Well Service Address: 4 miles Northeast of Ottine, TX

Invoice Date: 10-25-2023 Owner: Ross Hendershot, S075

Well Location: CR 230/ Lat: 29.624444, Long: -97.541111
WELL USE: Livestock

**EASTERN** 

LAGILIN				
Plugging and Abandonment Services	Unit Cost	Units	No. Units	Total
	\$8.36	per foot	160	\$1,337.60
Equipment, materials, and labor to plug and abandon a 4" dia. Well to 800 ft.			100	\$0.00
Equipment, materials, and labor to plug and abandon a 5" dia. Well to 800 ft.	\$10.48			\$0.00
Equipment, materials, and labor to plug and abandon a 6" dia. VVell to 800 π.	\$12.60			\$0.00
Equipment, materials, and labor to plug and abandon a 8" dia. Well to 800 ft.	\$14.60			
Mobilization/Demobilization ≤ 50 miles round-trip	\$3,200.00	lump sum	1 1	\$3,200.00
			Total	\$4,537.60
	Unit Cost	Units	No. Units	Total
Additional Materials Not Included in Unit Costs	\$25.00	per unit	1	\$25.00
Chlorination	\$850.00		<u> </u>	\$0.00
Jet Well	\$650.00	per driit	<u> </u>	\$0.00
				\$0.00
			<u> </u>	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			<del>                                     </del>	\$0.00
		<del> </del>		\$0.00
			Total	\$25.00
Hourly Rate for Work Not Included in Unit Costs	Unit Cost	Units	No. Units	Total
Hourly Rate for Work Not included in Onit Costs	\$150.00	per hou	-	\$0.00
	- 4,00,00	1		\$0.00
				\$0.0
		Total		\$0.0
		T	otal Invoice	\$47,661.8
				\$ 40,000.00
			ue to Driller	\$7,661.8
	Lar	idowner Di	ne to Dimer	ψε,σστ.σ

# Gonzales County Underground Water Conservation District Expense Report

Laura M. Martin

			Beginning	Ending	
Nature of Trin/Date	From	To	Mileage	Mileage	<b>Total Miles</b>
11/06 CP 401-Durnall & ROCC	Home	CR 401-Favette Co.	85282	85304	22
	R 401-Fayette Co.	Office	85304	85333	29
				Total Mi	51
				Current	0.655
			Mileage X Rate	Subtota	\$33.41
Dhono					\$70.00
Period Covered November 1-30, 2023				Total	\$103.41
Approved By:					
Date: December 12, 2023					

# Gonzales County Underground Water Conservation District Field Technician Expense Report

James Benedict

January Delicalet					
			Beginning	Ending	
Nature of Trip/Date	From	То	Mileage	Mileage	Total Miles
					0
					0
					0
				Total Miles	0
		***************************************		Current Rate X	0.655
		THE REAL PROPERTY AND ADDRESS OF THE PARTY AND		Mileage Subtotal	\$0.00
Expenses					
Period Covered: November 1-30, 2023 Approved By: Date: December 12, 2023				Total Due	\$0.00

# Gonzales County Underground Water Conservation District Mitigation Fund Expense Report

Link Benson

			Beginning	Ending	
Nature of Trip/Date	From	То	Mileage	Mileage	Total Miles
11/3 Handershot well	Home	Harwood	125,818	125,856	38
11/15 Wadapar's Well Service	Home	Nixon	125,915	125,977	62
11/17 Doug Lockin for possible well mitigation	Home	Cactus Corral	126,044	126,090	46
11/11 Doug Econii to posible well mitigation	Home	Ottine	126,192	126,215	23
11/30 Wagener's Well Service	Home	Nixon	126,253	126,315	62
				Total Miles	231
				Current Rate X	0.655
Exnenses				Mileage Subtotal	\$151.31
					\$70.00
November 1-30, 2023				Total Due	\$221.31
Approved By:					
<b>Date</b> : December 12, 2023					

# Gonzales County Underground Water Conservation District Manager's Report November 2023

On November 6<sup>th</sup>, I went to County Road 401 to check on the oil & gas flex line pumping from Mr. Michael Durrett's property into Fayette County. The lines have been removed and no pumping between the counties is occurring.

On November 8<sup>th</sup>, I held a preliminary hearing for party status in a contested case against Canyon Regional Water Authority (CRWA). Judge Stephen Ables presided over the hearing and found that no parties have judicable interest in the permit application to request party status in a contested case.

On November 9<sup>th</sup>, I virtually attended the Subsidence Lunch Time Speaker Series provided by the Texas Water Development Board (TWDB). Presenter Dr. Manoocherher Shirzaie, on measuring, modelling and projecting coastal land subsidence provided the seminar.

On November 15th, I entered maternity leave. We are both healthy and well.

SSLGC's October production was about 1,072 ac-ft which is about 64% of the monthly allowable production.

CRWA's October production was about 519 ac-ft which is about 84% of the monthly allowable production.

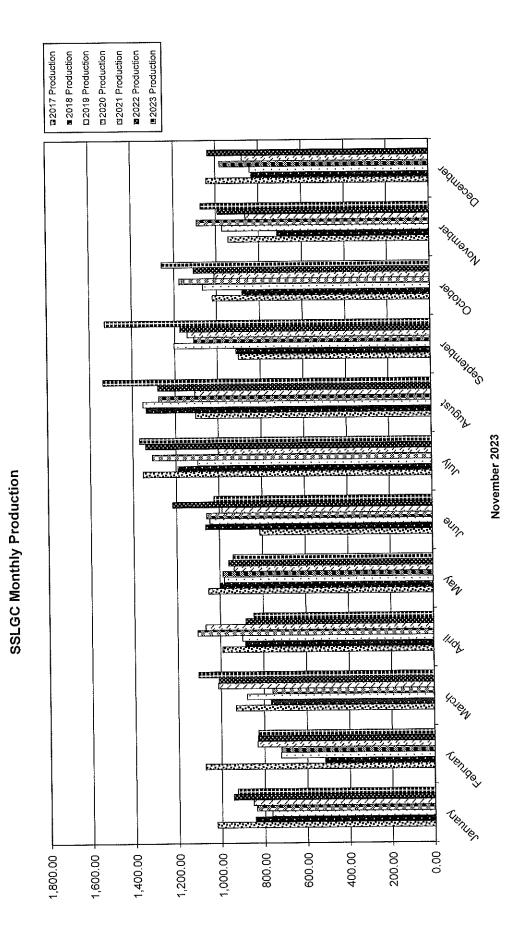
SAWS October production was about 741 ac-ft which is about 76% of the monthly allowable production.

AQUA's September production was about 45 ac-ft which is about 11% of the monthly allowable production.

GBRA's October production was about 0 ac-ft which is 0% of the monthly allowable production.

The Palmer Drought Index, as of October 31, 2023, indicates that the District is currently under D1 & D2, moderate to severe drought conditions.

Т 899		\$7,374.75	\$6,587.38	\$8,810.23	\$6 738 45		\$7,378,50	\$8,095.78	\$10,688.38	\$12,033.50	944	\$11,947,13	\$9,849,55	\$8,309,48		\$0.00	4,040,188 12398.88	Total Dollars 557,813.13
874		6229	6,270	7,443	n n	}	8,467	9,730	18,588	32,026 19,822	0	5 A A	15,903	9,561				ollars
P034 Well #12 Meter Usage		Ó	0	o	•		0	92	0			73,447	69,355	67.098			240,018 736.59	Total
P034 Well #12 Meter II:	4,179,396		4,179,396	4,179,396	4,179,396	4,179,396	4,179,488	4 170 /00	4, 1, 3,400	4,211,514	4,282,961	A 250 246	100	4,419,414				
11 Teans	AFRICA	49,291	54,828		Ç	0 0	39,005	27,920	39,660	199	7	9,414	10,002	_ c			389,392 1195.00	
P033 Well #11	2,811,645		2,866,473	2,925,918	2,977,291	3,016,296	3.044.216	00000	3,083,875	3,132,330	3,141,744	0 4 7 4 B	o+ / i o i 'o	3,151,746				
	2990	44,844	48,618	47.384		67C'JZ	26,747	37,446	54,359		}	52,290	38,988	8 203	3		452,960 1390.08	
P032 Well #10	868,728	-	1,917,346	1,964,730	,992,253	2,019,000	2 056 446		2,110,805	2,179,263	2,231,553		2,270,541	2,276,844				
	È	65,416	1990			50,062 2	49,664	10,462	13.225	100		41,001	26,861		4 5		149.277 1378.78	
P031 Well #9	Meter Usage 272		2,532,681	2,617,898	2,667,960	2.717.624			2,741,311	2,765,937	2,806,938		2,833,799	2,848,133			4	
	H	42,589		i		28,620	38,577	38,419	51 424		2,80	50,150	2,83 44,561	:	78,488 78,488		424.179 1301.76	
	Meter Usage		185,753	216,112	244,732	28, 28, 28, 28,	- 1	V 100 A E	373,152	425,777	475,927		520,488	549,977	R,		424	
	⊩	16.785		i.	24	0	32	24,675		100	41,631	39,182	40 6.40	ì	50,371		76.767 849.37	
P016 Well #7	ster Usage		14,233	14,233	14,233	14 265			93,382		41, 174,195		223,844	274,215	S.		276,767 849,37	
	age Meter	740		•	0	752,	370	3,749		0		6	223	ģ.	994		00:	
P012 Well #6	er Usag	*	81,522	100,688	19,1	2	88	212,044	ũ	321,291	375 124	53,6		469,483	48,094		404,055 1240.00	
	ge Met	51,100	9,	100.6	17,946	311	43,788	35,442	267,210	44,682 321,	53,092		.0.14	_	158		381,183 1169.81	
P011 Well #5	Usage Meter Usage Meter Usa	943,658	660'986	4,045	17,946 36,356	32,311	£.	115,586 35,	160,268	213,360	277	į	272,965	273,123			381,183	
	sage Me		98	À.		32,356	337	74	. !	- 1	13,857	11,297	27.	27.7	40,333		357,433 1096.92	
P010 Well #4	Weter U	930,626	35,069	84,239	16.595		41,932		126,096	45,6 169,953	43,857	067,112	247,726	288,059	- 3		F	64.04
	Usage Meter	<u>.</u>	25,444	13,181 9	50,319	25,662	22,017	31.201	\ \ \ \		41,383	47.918		784,85	38,240		375,595 1152.66	
P009 Well #3	Meter	401,618	25,444	465,118	490 780		512,797	543,998	589,731	45,733	214.000	b/4,U32	713,529	751,769				66.48 % of prod. for year
88	Usage		0	0	0	C	0		). 	0	0	c	•	0,	6		0.00	% of prod.
P008 Well #2	Meter Usage	287,534	287,534	287,534	AFR 780		287,534	287,534	287,534	287.534	17,500	287,534	287,534	287 534				
	Usage		3,872	6,125	846	2,745	20,070		40,000	41,915	40,929	707	<u>3</u> ‡	40,613	47,520		289,329	able for cu 12398.88
P007	Meter Usage	542,671	548,796	549,642	700 001	100, 200	572,457	612,935	654,880	695 809		739,995	780,608	828 128			llons"	Current Mo. Production in scill % of monthly allowable for current mo.  Total ac/ft for yr ::: 12398.88
	Date	Jan	Feb	Mar		<b>2</b>	May	June	July	910		Sept	ŧ	Ž		Oec	Total Gallons*	Current % of mo Total ac/



\* gallons in thousands

Canyon Regional Water Authority Wells Ranch Water Meter Reading - Usage 2023

2 #16 n East Usage	1	10,155	( c	700'8	12.195		11,265		9,486	12.124	† •	16,356	1.5	16,797	•	14,371		14,171	0	200,51		141715	434.91				
L192 Well #16 Christian East Meter Usage	341,413		351,245	363.440	•	374,705		384,191		397,625	5.5	08,61	430,778		445,149		459,320	119	472,973	-							
L191 Well #15 Bond East Meter Usage		42,776		15,770	1.882	130	17		0		000,22	958 DE		43,808		39,216		37,802		33,890		278876	855.84				
L' Wei Bonc Meter	1,342,880		1,401,650		760,004,1	1.403,549		1,403,549		1,426,405		1,466,264	1.510.072	****	1,549,288	"	1,587,090	100	1,620,980	00		2	2				
L190 Well #14 Christian West Meter Usage		22,718	133	16,000	19 061		19,619		18,332		24,862	3 25 550	1	26,077		24,766		21,890		19,158		238042	730,52	Special statement of the special speci			
L19 Well: Christia	772,506		788,506		/ac'/na	827 186		845,518		870,380		895,939	922 016	43	946,782		968,672		987,830			· · · · · · · · · · · · · · · · · · ·	2000	enament constitutions of process			
L189 Well #13 Bond West ter Usage		2,966		17,498	000		17,710		15,208		21,362		to/(cy	26.354	j.	25,937		22,301		19,797		212885	653,32	Aliania produkty posta so samilar s			
L1 Well Bond Meter	695,629		713,127	97	733,115	750 825		766,033		787,395		811,159	- 027 512	43	863.450		885,751		905,548					The Water Components			
L188 Well #5 Littlefield ter Usage	II	27,534	- 131	21,996		24,587	22 155	9	13,400	- 811	12,953		22,226	27.262	å.	26,445		21,933		19,433		239924	73630	South State Company of the same of the			
2	865,453		887,449		912,036	200		947.591		960,544		982,770		1,010,032	1 036 477		1,058,410		1,077,843	Ω.			9 c				
2023 P086 Well #8 Chicken House Meter Usage	. 11	23,113	137	16,084		8,507	50 48 101	9	14,750		21,910		25,363	34 25 574	1.	19 093		18,828		17,235		ኃስጾዳዳዳ	640.03				
	_		569 152	0	577,659	100	na/cac	610 510		632,420	0	657,783	0	583,334	702 447	5,7	721 275		738,510	0		**	Z   4   6 57				
P027 Well #1 Tommy's Well	1	2 141			71		<u></u>	7	2			17	ļ	<u> </u>	1	<b>+</b>	47		47			č	1417	0		ŭ	ò
P027 Well #1 Tommy's V	1 566 047		1,556,047		1,556,047	2:	1,556,047	1 556 047		1,556,047	<b>8</b> 2	1,556,047	8	1,556,047	δ 600 7	/+0'000':	1 558 047		1,556,047				3 8	26		75.57	
P028 Well #9 Camp House Well	1	24 054		15,184	:	16,687	1111	+C+, /	13 270		18,083		21,113	100	c99,22		+02,02	19.573		17,649			202983	567779			production
We Camp He	1 023 007		1.938.191		1,954,878		1,972,332	4 000	700,008,1	*,503 2.003,685		2,024,798		2,047,463	111111111111111111111111111111111111111	2,067,717	78,057 700 700 C	067, 100,2	2 104 939							84.15	or yeariy
#11 eld Well	Osage	77 77	-	11.887				1:3											3	15,481			163360	501,33	519.19		Percentage of yearly production
P029 Well #11 Coastal Field Well	Weter	1,366,451	1 308 338		1,410,923		,423,239	And the second second	1,432,742	446 373		1,461,543		1,481,676		1,499,733	6	000,010,1	1 522 267	,00,,000,			800000000000000000000000000000000000000				
	Osage		14,/5/	8.313		7,097	1,423,239	10,302	7	7,811	1.3	- <del>-</del>	12,750		17,697		16,586		101	12,883			133842	410.75	AC/FT	Percentage of monthly allowable for current mo.	5592.50
P030 Well #1 ultrap V		00			œ					10 Co. 10								0	·	2			Children Colonia Indiana		duction in	thly allow:	
	Meter	1,197,358	4 200	20,007,	1,212,778		1,223,080	Control of the Contro	1,230,891	1 242 053	٠,4 ۲,5 ۲,5	1.254,803		1,272,500		1,289,086		1,303,570	070	1,316,450			llons*	Ę	Current Month Production in AC/FT	ige of mon	Total AC/FT for vr
	Date	Jan	į,	) D	March		April		May	,		Jul.	•	Aug		Sept		ö		Nov	Dec		Total Gallons*	Total AC/FT	Current	Percenta	Total AC

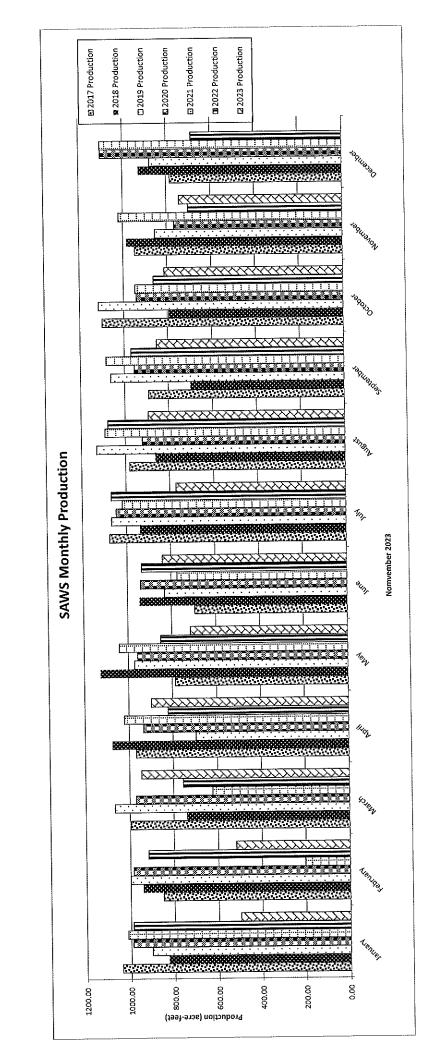
Production (acre-feet)

**CRWA Monthly Production** 

■ 2016 Prod ■ 2017 Prod ■ 2019 Prod ■ 2020 Prod ■ 2021 Prod ■ 2022 Prod

■2015 Prod

Potal State   Potal Po	Po48 Well WG-15 Meter Usage B/W Fees	3,091,462 28,158 3604.4 \$3,961.98	24,069 3,916	3,175,777 60,245 6,369 \$7,538.44	3,232,757 56,980 5,886 \$7,160,25	6.486	8 043	3,380,443	3,440,306 59,863 11,519	3,451,022	3,456,237 5,216 10,277	3,462,735 6,498		399,430 Z,703,971 399,430 Z,703,971 399,430 Z,703,971	
NG-2 Usage         Molit MG-8 Meler         Pod41 Veril WG-8 Meler         Pod41 Veril WG-8 Meler         Pod41 Veril WG-8 Meler         Pod42 Meler         Pod43 Meler         Pod44 Meler         Usage Meler         Pod41 Meler         Usage Meler         Well WG-8 Meler         Pod41 Meler         Usage Meler         Well WG-8 Meler         Well WG-8 Meler         Pod41 Meler         Usage Meler         Meler Meler         Meler Meler         Meler Meler         Meler Meler         Meler Meler         Usage Meler Meler         Meler Meler         Usage Meler Meler         Meler Meler         Meler Meler Meler         Meler Meler         Meler Meler Meler         Meler Meler Meler         Meler Meler Meler Meler	P047											4,592,942			
NGS 2         Well NGS 5         Well NGS 6         Pod40         Pod41         Pod41         Pod42         Pod41 Meler         Usage Meter         Well NGS 6         We	P04 Well W	2,940,011	1000	V.	4.69	Ħ	100	14	4.11	4	- 410	2,940,011			
NG-2         Well WG-5         Well WG-5         Well WG-5         Well WG-7         Well WG-7         Well WG-7         Well WG-7         Well WG-8         Well WG-8         Well WG-7         Well WG-8         Well WG-7         A.233.418         2.23.418         2.23.418         2.23.418         2.23.418         2.23.418         2.23.418         2.23.418         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.4134         2.23.5134         2.23.5134         2.23.5134<	2043 II WG	3,966,583	4,001,522	4,061,580						i i		156,989			
S5         Well WG-5         Well WG-5         Well WG-7         T 179.89         Well WG-7         Well WG-7         Well WG-7         Well WG-7         T 194.350         T 194.350         Well WG-7         Well WG-7         Well WG-7         T 194.350         T 194.	1 WG	2		4,235,134	10)			114	2.50	4	149				
Potes         Potes         Potes           NG-2         Well WG-5         Well WG-5         Well WG-6		ప్ప			261,681	291.476			382,631	412,292			30,29	318,47	
NG-2 Well WG-5 Well WG-5 Well WG-5 Well WG-5 Company of the property of the pr	040 WG						Å	4 198 475					11	266,500 817.86	
P036  Well WG-2 2.529,400 2.506 2.554,795 2.554,795 2.602,164 47,370 2.663,968 61,803 2.776,067 53,786 2.812,605 2.812,605 2.913,412 60,945 2.930,151 7.930 2.930,151 7.930 Month Production in acrif	P039		2,671,280	2,671,290	2 671 290	2 671 290	0 0 00 00 00 00 00 00 00 00 00 00 00 00							305,685 938.11	
and the control of t	P036 Well WG-2				1									٥.	Month Production in ac/l



# AQUA Water Supply Corporation Meter Reading - Usage 2023 F256

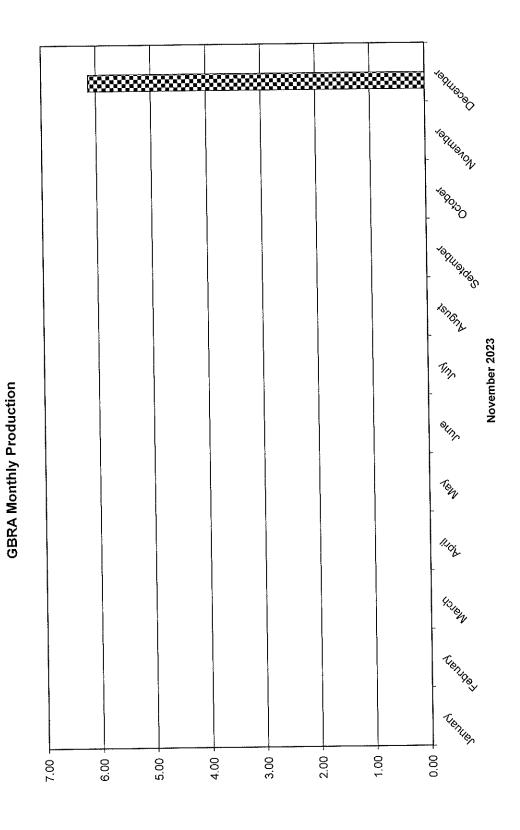
	Fees	241.00	261.56	162.57	310.86	284.06	280.68	317.74	312.93	309.93	325.91	1			\$2,807.23
	Transported	\$ 00.0	\$ 00.0	0.00	\$ 00:0	\$ 00.0	\$ 00.0	0.00	\$ 00.0	\$ 00.0	\$ 00.0	₩	9		Total Dollars
II MACH	Usage Trans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	<b>E</b>
	Meter U	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00				8.12
	Transported	6.925.26	10,444.24	6.500.55	8,061.69	5.574.16	5,498.16	6.225.20	6,293.59	6,335,85	6,738.00				.bood.
F256	7	8.	11,650.00	8,076.00	8,900.00	6,412.00	6,769.00	7,591.00	7,802.00	7,474.00	7,549.00			80,225 <b>246.2</b> 0	10.75 Percentage of yearly prod
	Delhi Usade			V 1 2 1 1											10.75 <b>Percer</b>
	Motor	860,502,000	872,152,000	880,228,000	889,128,000	895,540,000	902,909,000	909,900,000	917,702,000	925,176,000	932,725,000				44.82
	700 to 000 000 000.	11allspored	4.1.4.2.4 4.0.4.4.4		2.33 A 372 53	78878	5 729 09	6 404 50	0,404.09 0,404.09 0,009.40	0 0 0 0	5,001.20 6,298.50				month
F255		<b>Jsage</b> 3,136.60	20.20	2.90	4,827.20	6,658.20	7,053.30	7,907.30	7,715.10	7,715.01	7,056.60			52,092 159.87	XFT e for current 406:07
	<u>Ω</u>	<b>                                    </b>	692,130,600	692,133,500	696,960,700	703,618,900	710,672,200	718,579,500	726,294,600	733,444,700	740,501,300				Current Month Production in AC/FT Percentage of monthly allowable for current month Total AC/FT for year
					969	703	710	718				nber	mber	Total Gallons* Total AC/FT	Current Month Produ Percentage of month Total AC/FT for year
	Date	January	February	March	April	May	June	July	August	September	October	November	December	Total Total	Curre Perce Total

October 2023

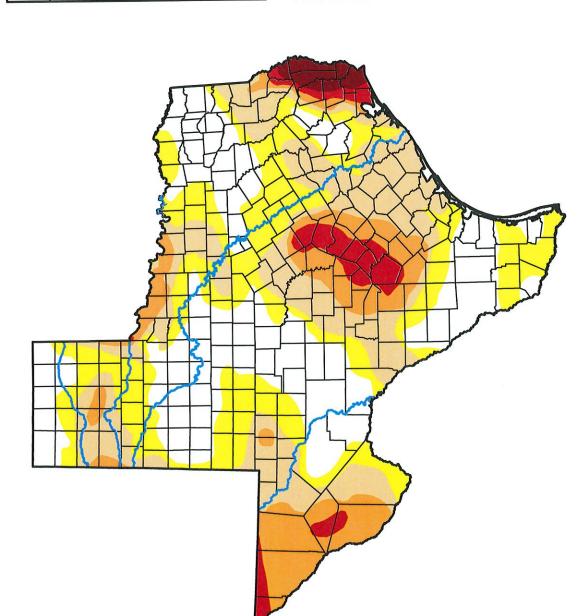
Gudalupe-Blanco River Authority Meter Reading - Usage 2023

Fees	000	00.04	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	00.08		\$0.00	\$0.00	\$0.00	00	00.04	0 0	) ;	\$0.00
B/W		<b>5</b>	0	0	0		0	0	0	-	A STATE OF THE STA	0	0	0					
P065 Well #7 ter Usage	0	0	0	0	0	0	0	0	5	0	0	0	0	 			00 0		
P. W. Meter																			
P064 Well #6 ter Usage	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0 0		
Ne			0	0	•		0	0	0			0	0	0			0 0		
P063 Well #5 ter Usage	0	0		5	0	0	0.00		<b>-</b>	0	0			<b>-</b>			00 0		
Z		<u> </u>	0	0	0		0	0	0			0	0	0			0 0		
P062 Well #4 Meter Usage	0	0		<b>-</b>	0	0	0.000	,	)	0	0			o					0.00
age			0	0	0		0	0	0	· · · C	)	0	0				0 0		
P061 Well #3 Meter Us	0	0	•	0	0	0	0		)	0	0	0		>					0.00 r year
ය ව ම	C	) 	0	0	0		0	0	0		) 	0 iii	0	0			0 0	0.00	0.00 % of prod. for year
P060 Well #2 Meter Us	0	0	· · · · · · · · · · · · · · · · · · ·	5	0	0	0		<b>o</b>	0	0	0		0					
Sage		) ) () () () () ()	0	0	0		0	0	-0	C		0	0	0			0 0	on in ac/ft	le for curre 0.00
P059 Well #1 Meter U	0	0		<b>o</b>	0	0	0		<b>ɔ</b>	0	0	0		<b>5</b>			ns*	). Producti	ıly allowak for yr
Date N	Jan	Feb		a a	Apr	Мау	June		- Junc	Aug	Sept	Oct		NOV	Dec		Total Gallons*	Current Mo. Production in ac/ft	% of monthly allowable for current mo. Total ac/ft for yr

PRODUCTION (acre-feet)



# U.S. Drought Monitor **Texas**



# November 28, 2023

(Released Thursday, Nov. 30, 2023)

Valid 7 a.m. EST

# None None NO-D4 D3-D4 D4 D4 Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	None D0-D4 D1-D4 D2-D4 D3-D4	D3-D4	5
Current	31.32	68.68	42.84	18.38	5.94	1.51
Last Week	25.27	74.73	44.46	20.73	5.71	1.51
3 Months Ago 08-29-2023	1.55	98.45	75.83	61.41	32.33	12.64
Start of Calendar Year 01-03-2023	28.84	71.16	49.90	26.60	7.41	1.60
Start of Water Year 09-26-2023	3.03	96.97	80.64	59.66	38.06	12.68
One Year Ago 11-29-2022	25.86	74.14	51.97	29.26	9.23	1.39

# Intensity:

None	D0 Abn









D2 Severe Drought

D4 Exceptional Drought D1 Moderate Drought The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

# Author:

David Simeral

Western Regional Climate Center









# droughtmonitor.unl.edu

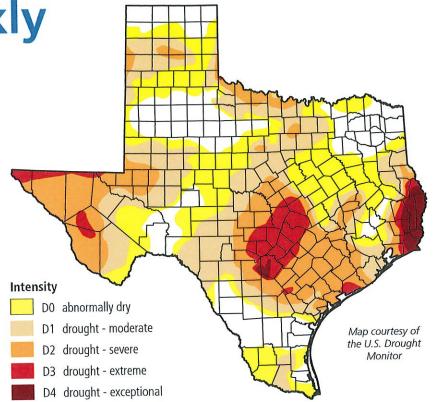
# Water Weekly For the week of 11/20/23

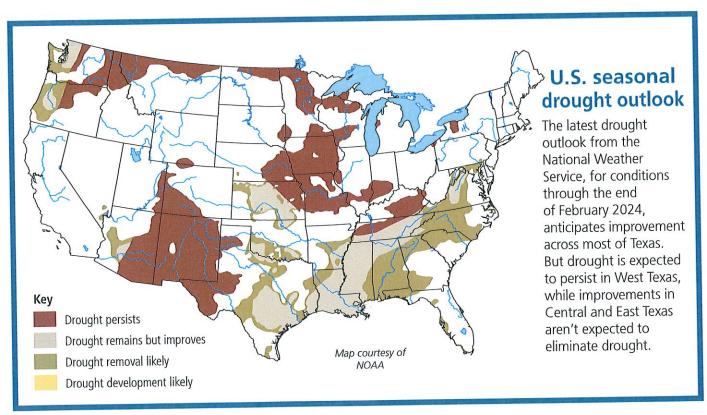
Water conditions

Compared to the previous week, the drought map for conditions as of November 14 shows an 11 percentage point decrease in the area of the state impacted by drought, the largest weekto-week decline in drought area since September 2022. Drought area is at its smallest value since early August 2023.

# **Drought conditions**

- **♦** 54% now
- ♦ 65% a week ago
- ♦ 71% three months ago
- ♦ 64% a year ago





Written by Dr. Mark Wentzel — Dr. Mark Wentzel is a hydrologist in the TWDB's Office of Water Science and Conservation.

Bryan McMath, Government Relations | bryan.mcmath@twdb.texas.gov | 512-463-7850 Media Relations | MediaRelations@twdb.texas.gov | 512-463-5129















# Gonzales County Underground Water Conservation District Mitigation Fund Manager's Report November 2023

On November 3<sup>rd</sup>, I went to Harwood to observe the Hendershot solar well pumping while the sun was out and it looked good.

On November 15th, I went to Nixon to Wagener's Well Service to discuss mitigation invoices and work to be done.

On November 17<sup>th</sup>, I went to Cactus Corral and met with Dough Lockin to look at three wells for possible mitigation. Two of the wells are in the Queen City Aquifer, and one well is in the Carrizo Aquifer.

On November 21st, I went to Ottine to meet with Jim Parker to look at a well for possible mitigation because the well quit flowing.

November 30<sup>th</sup>, I went to Nixon to meet with Wagener's Well Service to discuss possible mitigation work to be done.



# Gonzales County Underground Water Conservation District Field Technician Report November 2023

There were no work assignments or expenses in the month of November 2023.



# JOINT ELECTION AGREEMENT AND ELECTION SERVICE CONTRACT BETWEEN GONZALES COUNTY, TEXAS AND

CITY OF GONZALES, GONZALES ISD, GONZALES MEMORIAL HOSPITAL, GONZALES WATER DISTRICT, FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD SATURDAY, MAY 4, 2024 and/or Runoff Election

This Joint Election Agreement and Election Service Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gonzales County Elections Administrator, hereinafter referred to as "EA", and the City of Gonzales, Gonzales Independent School District, Gonzales Memorial Hospital, Gonzales Water District, hereinafter referred to as "Participating Authorities".

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

NOW, THEREFORE, IT IS AGREED that a joint election will be conducted by EA on behalf of the Participating Authorities under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the EA to be appointed the Joint Early Voting Clerk.

THIS AGREEMENT will require the Participating Authorities to use joint ballots, when applicable.

THIS AGREEMENT requires the Participating Authorities to share costs associated with this Joint Election proportionally where polling places are shared by more than one entity.

THIS AGREEMENT requires the Participating Authorities to be responsible for ordering its own election and publishing notice of the elections separately. The cost to publish the notices will be the responsibility of each individual entity.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the Participating Authorities.

THIS AGREEMENT will require the EA to tabulate the precinct results and canvassing separately for each Participating Authority. The results will be delivered to each entity by email, facsimile or mail.

THIS AGREEMENT will require the EA to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the EA to be responsible for performing the following duties and to furnish the following services and equipment pursuant to the election services contract with Gonzales County:

- 1. Recommend election judges, alternate judges and clerks.
- 2. Pay election judges and other election workers.
- 3. Procure and distribute all necessary election supplies.
- 4. Determine time and places of Polling Locations.
- 5. Ordering of the programming and ballots to be used for the election.
- 6. Receive and process applications for ballot by mail.
- 7. Supply all necessary voting equipment; transport equipment to and from the polling locations, and prepare the voting equipment for use at the polling locations.
- 8. Issue Writs of Election to the election judges appointed.
- 9. Perform early voting clerk duties.
- 10. Publish the legal notice of the date, time and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
- 11. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
- 12. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
  - a. Canvassing Summary Report,
  - b. Accumulated totals Report of early voting and Election Day, and
  - c. Electronically submit results to the Secretary of State.
- 13. Voting System to be used:
  - a. ExpressVote Ballot Marking Device and DS200 Digital Ballot Scanner for In-Person Voting, Early and Election Day

THIS AGREEMENT will require the PARTICIPATING AUTHORITIES to be responsible for the following:

- 1. Proper public Notice of Election
- 2. Conduct ballot order drawing
- 3. Furnish the Gonzales County Election Administrator a complete list of all candidates and all races to be conducted in the above mentioned election by February 23, 2024, with the order they should appear on the ballot
- 4. Canvassing of the election and all other statutory requirements by the Texas Election Code and/or the Federal Voting Rights Act
- 5. Reimbursement of all expenses incurred, including, but not limited to programming, ballots, notices, supplies and payroll as invoiced by Gonzales County.

# **GENERAL CONDITIONS**

### 1. EARLY VOTING

- A. Gwen Schaefer, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the main location. The names of Early Voting Clerks may be obtained from the EA.
- B. Early voting by personal appearance will be conducted on weekdays beginning Monday, April 22, 2024 through Friday, April 26, 2024 between 8:00 a.m. and 5:00 p.m., Monday, April 29, 2024, through Tuesday, April 30, 2024, between 8:00 a.m. and 5:00 p.m. Any qualified voter for the Joint Election may vote early by personal appearance at the main early voting polling place. (Early Voting locations, subject to change)

# MAIN EARLY VOTING POLLING PLACE

# RANDLE RATHER BUILDING

427 St. George, Suite 100, Gonzales, TX 78962

C. Persons voting by mail will send their voted ballots to EA.

Election Official P.O Box 1753, Gonzales, TX 78629

D. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. EA will appoint members of the board and provide a list of members to the participating authority upon request.

# 2. VOTING LOCATIONS (subject to change)

A. Election Day will be conducted at the "Randle Rather Building, 427 St. George, Suite 100, Gonzales, TX 78629"

### 3. JOINT ELECTION COSTS: PAYMENT

- A. Costs. Each Participating Authority remains responsible for all costs associated with their respective elections.
- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is

3

canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations. If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

# 4. GENERAL PROVISIONS

- A. Communication: Throughout the term of this Agreement, the Participating Authorities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolves any problems which might arise regarding the Joint Election.
  - B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.
- C. To the extent the geographical boundaries of the political subdivision extend into a county other than Gonzales County, Texas, the obligations of the EA contained in this contract are contingent upon the political subdivision and/or the other county complying with all state or federal requirements for the establishment of polling locations. With respect to election services for the political subdivision provided by the EA relative to polling locations outside of Gonzales County, Texas, the EA's obligations herein are limited strictly to providing election services for the political subdivision who is a signatory to this agreement.

# 5. RECORDS OF THE ELECTION

- A. Gwen Schaefer, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 217.010 of the Texas Election Code.
- B. Access to the election records will be available to participating authority as well as to the public in accordance with the Texas Public Information act, Chapter 552, Government Code, at the Elections Department, 427 St. George St., Suite 306, Gonzales, TX 78629, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, EA shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the participating authority to bring to the attention of the EA any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.

D. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, EA shall supply a written cost estimate for storage to requesting participant.

# 6. MISCELLANEOUS PROVISIONS

- A. Venue and Choice of Law: Participating Authorities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Gonzales 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.
- B. 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; and, 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.
- C. Breach: In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- D. Other Instruments: The Participating Authorities 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.
- E. Mediation: When mediation is acceptable to all 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 all 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 154.023 of the Texas Civil Practice and Remedies Code, unless all 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.
- F. 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, duly executed by the parties hereto. No official,

- representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- G. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

# 7. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. EA will be responsible for the appointment of the presiding judge and an alternate for each polling location. EA shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the EA.
- B. EA is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election Judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- C. EA will hold training classes on the use of voting equipment and election laws at the Gonzales Elections Office, 427 St. George Street, Suite 306, Gonzales, TX. Additional training classes may be scheduled as needed. Election judges will be notified of additional training sessions. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past eighteen (18) months.
- D. The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge and clerk will receive \$12.00 per hour for their hours worked on Election Day and Early Voting. The election judge will receive an additional \$25.00 for delivering election returns and supplies to the Randle Rather Building, 427 St. George Street, Gonzales, TX.

### 8. SUPPLIES AND PRINTING

- A. EA will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- B. EA will provide instructions and other information needed to enable the election judges to conduct a proper election.

C. Participating authorities shall furnish to EA a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to EA as soon as possible after ballot positions have been determined by the participating authority. Participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions.

# 9. RETURNS OF ELECTIONS

- A. EA will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.
- B. Participating authority hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials.

Manager:

Gwen Schaefer

Gonzales County Elections Administrator

Tabulating Supervisor:

Nicole Vogel

Gonzales County Elections Clerk

- C. The manager or representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies (taped on the window in front of the Randle Rather Building) or electronic transmittals (where accessible).
- D. EA will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event later than eight (8) days after the election. Participating authority will be responsible for their official canvass of their respective elections.
- E. EA will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code.

# 10. ELECTION EXPENSES

- A. The participating authorities agree to share the costs of administering the May 4, 2024 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities.
- B. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. EA will provide each participating authority with a final invoice of expenses.

# 11. ELECTION REPORTS

EA will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct if applicable) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

# 12. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The EA will provide the designated entity in the runoff election with an estimate of cost to conduct participating authority's runoff.

# 13. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Gwen Schaefer Gonzales County Elections Administrator 427 St. George Street, Suite 306 Gonzales, TX 78629 830-519-4054

If to the Participating Authority:

Laura Martin-Preston Gonzales County Underground Water Conservation District 522 Matthew Street Gonzales, TX 78629

14. This contract may be executed in multiple originals.

May 4, 2024 JOINT AGREEMENT ACCEPTANCE AND APPROVAL

I Sile

Recommended for approval by:

Gwen Schaefer

Gonzales County Elections Administrator

ACCEPTED AND AGREED TO BY GONZALES UNDERGROUND WATER CONSERVATION DISTRICT:

Laura Martin-Preston

Patrick C. Davis, Gonzales County Judge