

**NOTICE OF PUBLIC MEETING  
GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT  
SPECIAL CALLED MEETING OF THE BOARD OF DIRECTORS**

The Directors of the Gonzales County Underground Water Conservation District will meet in a special public session on March 5, 2024, at 8:00 a.m. at the Gonzales County Underground Water Conservation District's Office, 522 Saint Matthew Street, Gonzales, Texas.

**Note:** Members of the public wishing to comment must 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.

**March 05, 2024, GCUWCD Special Called Meeting**

Mar 5, 2024, 8:00 – 8:45 AM (America/Chicago)

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

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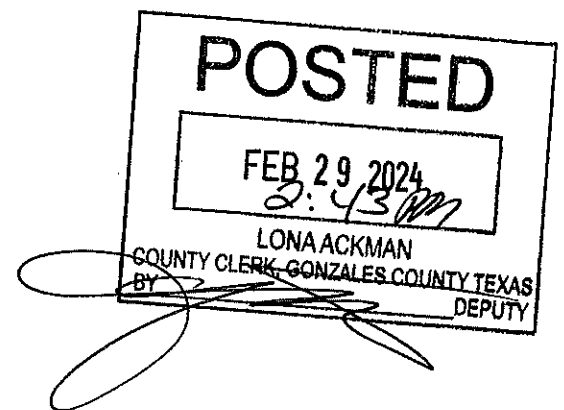
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The agenda is as follows:

1. Call to Order
2. Public Comments. Limit to 3 minutes per person.
3. Discuss and possibly take action on Order of Election.
4. Adjourn.

**POSTED THIS THE 29<sup>TH</sup> DAY OF FEBRUARY 2024 \_\_\_\_\_ O'CLOCK by \_\_\_\_\_.**



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**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 12<sup>th</sup> day of ~~December~~, 2023, 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 approvals are 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

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.
- B. 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 as 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**

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

No. 0001

**General (Special) Election (*Elección General*) (*Especial*)**  
**Gonzales County Underground**  
**Water Conservation District**  
**May 04, 2024**

**OFFICIAL BALLOT (*BOLETA OFICIAL*)**

**INSTRUCTION NOTE: (*NOTA DE INSTRUCCION*):**

**Vote for the candidate of your choice in each race by placing an "X" in the square next to the candidate's name.**

***(Vote por el candidato de su preferencia en cada candidatura marcando con una "X" el cuadro a la izquierda del nombre del candidato.)***

**Gonzales County Underground Water Conservation District – Precinct 4**

Kermit L. Thiele (Incumbent)

Glenn Glass

**Gonzales County Underground Water Conservation District – Precinct 5**

Barry Miller (Incumbent)

John Armstrong

**GONZALES COUNTY UNDERGROUND  
WATER CONSERVATION DISTRICT**

**Board Resolution 2024-03-05a  
Order of 2024 Election**

Be it resolved the Board of Directors of the Gonzales County Underground Water Conservation District do hereby call for an order of election to be held on May 04, 2024. The purpose of the election is to elect one director for Districts 4 and 5 for the Gonzales County Underground Water Conservation District to serve four-year terms.

This Resolution shall become effective on March 05, 2024.

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Bruce Tieken, President  
Gonzales County Underground Water Conservation District

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Barry Miller, Secretary  
Gonzales County Underground Water Conservation District