

**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 September 09, 2025, immediately following the public hearing 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 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.

**GCUWCD Public Hearing Tax Rate, & Regular Board Meeting**

**Sep 9, 2025, 5:30 – 7:30 PM (America/Chicago)**

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

<https://meet.goto.com/921176661>

**You can also dial in using your phone.**

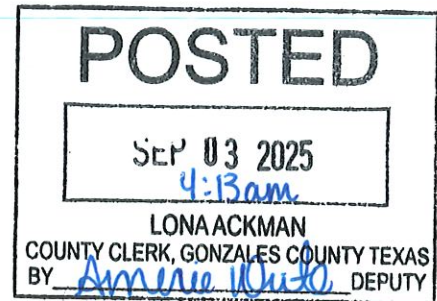
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The agenda is as follows:

1. Call to Order.
2. Public Comments. Limit to 3 minutes per person.
3. 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 August 12, 2025, Public Hearing.
  - b. Approval of minutes of August 12, 2025, Regular Board Meeting.
  - c. Approval of the Financial Report.
  - d. Approval of the District's bills to be paid.
  - e. Approval of the Mitigation Fund 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).
4. Discuss and possibly take action on any item removed from Consent Agenda.
5. Executive session pursuant to § 551.071 Government Code for attorney-client matters.
6. Discuss and possibly take action on an Engagement Letter for Legislative Services from GM Ellis Law Firm, LLC.
7. Discuss and possibly take action on an Engagement Letter for Legislative Services from Graves Dougherty Hearon & Moody.
8. Discuss the request for a motion for rehearing from Guadalupe-Blanco River Authority.
9. Discuss and possibly take action on setting the tax rate for the 2025 – 2026 fiscal year.
10. Discuss and possibly take action on revisions to the District's fiscal year 2024 – 2025 budget.
11. Executive session pursuant to § 551.074 Government Code for personnel matters.
12. Discuss and possibly take action on the District's fiscal year 2025 – 2026 Budget.
13. Discuss and possibly take action on revisions to the District's Western Mitigation Fund fiscal year 2024

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

– 2025 budget.

12. Discuss and possibly take action on the District's Western Mitigation Fund fiscal year 2025 – 2026 budget.
13. Discuss and possibly take action on the District's Eastern Mitigation Fund fiscal year 2025 – 2026 budget.
14. Discuss and possibly take action on setting a Mitigation Committee.
15. Discuss and possibly take action on an Interlocal Agreement with Lost Pines GCD.
16. Discuss and possibly take action on creating board dedicated email addresses for the District Board Members.
17. Discuss and possibly take action on purchasing tablets for the District Board.
18. Discuss and possibly take action on a sound system, speakers, microphone, camera for meetings.
19. Discuss and possibly take action on proposed draft rules as a draft to present for public comment.
20. Discuss and take action on a permit request for an irrigation well in the Carrizo Aquifer for Mr. Mike Tuch.
21. Presentation of legislative/legal updates from legal counsel.
22. Discussion of other items of interest by the Board and direction to management based on the items set forth above.
23. 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.

**POSTED THIS THE 3<sup>rd</sup> DAY OF SEPTEMBER 2025 AT \_\_\_\_\_ O'CLOCK by \_\_\_\_\_.**

**Gonzales County Underground Water Conservation District**  
**Minutes of the Board of Directors**  
**August 12, 2025**  
**Public Hearing Draft Rules**

**Call to Order**

The Board of Directors of the Gonzales County Underground Water Conservation District (the District) called a public hearing regarding the District's Draft Rules. The meeting was called to order at 5:31 PM. Present for the meeting were directors: Mr. Barry Miller, Mr. Mark Ainsworth, Mr. Michael St. John, Mr. Bruce Tieken. Mr. Glenn Glass were in attendance. Also present for the meeting was GCUWCD General Manager Ms. Laura Martin, and legal counsel, Mr. Gregory Ellis. Other Attendees included: (See Attached List)

**President of the Board to make comments**

None.

**Receive comments from the public on the District's proposed Draft Rules.**

Ms. Sally Ploeger, landowner, Ms. Pam St. John, landowner, Ms. Tina Carroll, landowner, Ms. Mary Ann Menning, landowner, and Mr. Ted Boriack, landowner, all made a public comment. A recording of the board meeting and comments received are filed at the District office and on the District website.

**Discuss and possibly act on the draft rule changes.**

No action taken.

**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. Mark Ainsworth to adjourn the meeting, and Mr. Glenn Glass seconded the motion. The motion passed unanimously. The meeting adjourned at 5:48 PM.

**Approved By:**

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September 3, 2025

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**Gonzales County Underground Water Conservation District**  
**Minutes of the Board of Directors**  
**August 12, 2025**  
**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. Barry Miller, Mr. Mark Ainsworth, Mr. Michael St. John and Mr. Glenn Glass. Also present for the meeting were GCUWCD General Manager Ms. Laura Martin, and Legal Counsel Mr. Gregory Ellis. Other Attendees included: (See Attached List)

**Call to Order.**

The President of the Board called the meeting to order at 5:48 PM.

**Public Comments. Limit to 3 minutes per person.**

Ms. Sally Ploeger, landowner, Ms. Betty Martin, landowner, Mr. Joe Solansky, landowner, Mr. Leroy Manning, landowner, Mr. Ted Boriack, landowner, and Mr. Mark Ploeger, landowner, all made a public comment. A recording of the board meeting and comments received are filed at the District office and on the District website.

**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 July 08, 2025, Regular Board Meeting.
- b. Approval of the minutes of July 30, 2025, Special Meeting.
- c. Approval of the Financial Report.
- d. Approval of the District's bills to be paid.
- e. Approval of the Mitigation Fund bills to be paid.
- f. Approval of District Manager, Administrative Staff, Board Member, Field Technician, 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 Report (monthly report).

The consent agenda was reviewed by the Board of Directors. Mr. Barry Miller made a motion to approve the consent agenda. Mr. Mike St. John seconded the motion. The motion passed unanimously.

**Discuss and possibly take action on any item removed from Consent Agenda.**

None.

**Discussion on the District's June water level report.**

Discussed.

**Discuss and possibly take action on a resolution designating water level observation well District ID I125, to Queen City monitoring well MWQC-6 as a replacement observation well.**

General manager and Board discussed converting the replacement observation well. Mr. Mark Ainsworth motioned to approve the resolution. Motion was seconded by Mr. Mike St. John. The motion passed unanimously.

**Discuss and possibly take action on Receipt of the Certification of 2025 Appraisal Rolls for Gonzales and Caldwell Counties.**

The board received the appraisal rolls for Gonzales and Caldwell counties. A motion made by Mr. Barry Miller to approve the receipt of the certification. The motion was seconded by Mr. Mike St. John. The motion passed unanimously.

**Discuss and possibly take action on revisions of the District's fiscal year 2024-2025 budget.**

Motion was made by Mr. Barry Miller to approve the amendment of the District's fiscal year 2024-2025 budget. Motioned was seconded by Mr. Mike St. John. The motion passed unanimously.



**Executive session pursuant to §551.074 Government Code for discussion of personnel matters.**

Executive Session started at 6:10 PM and the Board returned at 6:28 PM.

**Discussion and possibly take action on the District's fiscal year 2025-2026 budget.**

Action was tabled.

**Discuss and possibly take action on receipt of the 2025 No-New-Revenue and Voter Approval Rates from the Tax Assessor-Collector.** We will not be discussing an action for the voter approval rate, that would require voter approval.

Mr. Mark Ainsworth made a motion to approve the paperwork by the tax assessor. The motion was seconded by Mr. Glenn Glass. The motion passed unanimously.

**Discuss and possibly take action on setting Proposed Tax Rate for the District.**

A motion was made by Mr. Barry Miller to set the no-revenue tax rate to .002729. Motion was seconded by Mr. Mike St. John. The motion passed unanimously.

**Discuss and possibly take action on the Western Mitigation Fund fiscal year 2025-2026 budget.**

Action was tabled.

**Discuss and possibly take action on the Eastern Mitigation Fund fiscal year 2025-2026 budget.**

Action was tabled.

**Discuss and possibly take action on renewal of CD #8549 at Sage Capital Bank expiring on August 14, 2025.**

Renewing CD 8549 at Sage Capital Bank with 4% interest rate for 1 year. Motion was made by Mr. Mark Ainsworth and was seconded by Mr. Mike St. John. The motion passed unanimously.

**Discuss and possibly take action on setting forth a board committee to review the Mitigation Manual.**

Action was tabled.

**Discuss and possibly take action on entering an interlocal agreement with Lost Pines GCD, Fayette County GCD, Guadalupe County GCD, Pecan Valley and, Evergreen GCD.**

Action was tabled.

**Discuss and possibly take action on adopting the GCUWCD draft rules.**

Action was tabled.

**Discuss and possibly take action on considerations of desired future conditions.**

General manager and Board discussed the Groundwater Management Area 13 timeline for DFC process.

**Discuss and possibly take action on creating board dedicated email addresses for the District Board Members.**

Action was tabled.

**Discuss and possibly take action on the purchase of a water well camera.**

Approval on the Strahl LLC 500 meter well camera for \$xx,xxx.00 A motion was made by Mr. Barry Miller and was seconded by Mr. Mike St. John. Motion passed unanimously.

**Discuss and possibly take action on changing insurance carriers for building insurance.**

A better competitive rate was found by changing our building insurance with TML. A motion was made by Mr. Barry Miller and seconded by Mr. Glenn Glass. The motion passed unanimously.

**Discuss and possibly take action on increasing liability insurance coverage for the District.**

A 3 million liability at a \$1000.00 deductible coverage with TML was approved for the District. The motion was made by Mr. Mike St. John and seconded by Mr. Mark Ainsworth. The motion passed unanimously.

**Presentation of legislative/legal updates from legal counsel.**

Mr. Gregg Ellis updated the board on legislative and legal matters ongoing.

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

None.

**Adjourn.**

Mr. Glenn Glass made a motion to adjourn the meeting and Mr. Mike St. John seconded the motion. The motion passed unanimously. The meeting adjourned at 7:39 PM.

**Approved By:**

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September 3, 2025

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**Gonzales County Underground Water Conservation District**  
**Investment Report**  
**September 09, 2025**

CD Information - District Funds							
Account	Location	Purchase Date	Purchase Value	Interest Rate	Maturity Date	As of	Amount
CD #11	Sage Capital Bank	2/4/2025	\$152,818.77	5.15%	2/4/2026	8/31/2025	\$188,248.34
CD #365	Randolph Brooks FCU	11/8/2024	\$271,523.86	4.50%	11/8/2025	8/31/2025	\$300,738.96
CD#49	Sage Capital Bank	8/14/2024	\$250,000.00	5.00%	8/14/2025	8/31/2025	\$300,067.74
CD#321	SouthStar Bank	2/21/2025	\$500,000.00	4.50%	2/21/2025	8/31/2025	\$511,044.28
<b>Total CD's to Date</b>							<b>\$1,300,099.32</b>

Market Comparisons			
	Tex Pool	4.42%	9/2/2025
	6 Mo. Treasury Yield	4.00%	9/2/2025

Banking Information - District Funds			
Account	Location	As of	Amount
#59 Money Market	Sage Capital Bank	8/31/2025	\$1,001,203.67
#61 Operating	Sage Capital Bank	8/31/2025	\$44,123.74
#356 Savings	Randolph Brooks	8/31/2025	\$1.00
<b>Total Cash to Date</b>			<b>\$1,045,328.41</b>

Banking Information - Western Mitigation Fund			
Account	Location	As of	Amount
#35 Money Market	Sage Capital Bank	8/31/2025	\$76,826.32
#70 Operating	Sage Capital Bank	8/31/2025	\$2,500.39
<b>Total Cash to Date</b>			<b>\$79,326.71</b>

Banking Information - Eastern Mitigation Fund			
Account	Location	As of	Amount
#64 Money Market	Sage Capital Bank	8/31/2025	\$271,868.60
#98 Operating	Sage Capital Bank	7/31/2025	\$2,500.00
<b>Total Cash to Date</b>			<b>\$274,368.60</b>

**Weighted Average Maturity (WAM)** **\$2,699,123.04**

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

The overall sum of each security's par amount multiplied by its number of days to maturity, divided by the total of all investments.

Security Description	Investment Amount	CD Start Date	Reprting Period Date	Mat. Date	Mat. in Days (DTM)	WAM	CD Term
Sage Capital CD #11	\$188,248.34	2/4/2025	8/31/2025	2/4/2026	157	22.733	12 mo
Randolph Brooks CD #365	\$300,738.96	11/8/2024	8/31/2025	11/8/2025	69	15.961	18 mo
Sage Capital CD #49	\$300,067.74	8/14/2024	8/31/2025	8/14/2025	-17	-3.924	12 mo
SouthStar Bank CD#321	\$511,044.28	2/21/2025	8/31/2025	8/21/2025	-10	-3.931	6mo
<b>CD Total</b>	<b>\$1,300,099.32</b>					<b>30.839</b>	
#59 Money Market	\$1,001,203.67				1	0.716	
#61 Operating	\$44,123.74				1	0.032	
#365 Savings	\$1.00				1	0.000	
#35 Money Market	\$76,826.32				1	0.055	
#70 Operating	\$2,500.39				1	0.002	
#64 Money Market	\$271,868.60				1	0.194	
#98 Operating	\$2,500.00				1	0.002	
<b>Fund Total</b>	<b>\$1,399,023.72</b>					<b>1.000</b>	
<b>Grand Totals</b>	<b>\$2,699,123.04</b>					<b>WAM 31.839</b>	

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, Investment Officer

Dated: 09/2/2025

# GCUWCD BILLS TO BE PAID

September 09, 2025

GVTC (Local & Long Distance & Internet)- <b>Paid</b>	\$ 235.29
City of Gonzales (Utilities)- <b>Paid</b>	\$ 254.35
Ricoh (Copier Rental)- <b>Paid</b>	TBD
Synergisdic, LLC	\$ 882.00
Immense Impact (Annual website)- <b>Paid</b>	\$ 560.00
USPS (Post Office Box Rental)	\$ 280.00
USPS (Postage Stamps)	\$ 217.00
Hi-Tech Pest Services	\$ 95.00
ESRI (ArcGIS Desktop)	\$ 1,108.25
Texas Water Conservation Association- <b>Paid</b>	\$ 463.00
GoToMeeting (Monthly Phone Charge)- <b>Paid</b>	\$ 2.24
Walmart (Office Supplies)- <b>Paid</b>	\$ 33.79
Walmart (Office Supplies)- <b>Paid</b>	\$ 14.61
McElroy Sullivan Miller & Weber LLP (Review PIA)	\$ 344.25
Coastal Office Solutions (Shipping)	\$ 96.78
Coastal Office Solutions (Shipping)	\$ 23.73
Blue Cross Blue Shield (Employee Health Insurance)- <b>Paid</b>	\$ 550.49
Aetna (Employee Health Insurance Reimbursement)	\$ 772.55
Caldwell County Appraisal District (2025 4th QTR Coll.)	\$ 14.95
Caldwell County Appraisal District (2025 4th QTR Prop.)	\$ 49.48
Gonzales Central Appraisal District (2025 4th QTR Budget Share)	\$ 766.25
Texas A&M AGRILIFE EXTENSION (Water Fair:WQ Samples)- <b>Paid</b>	\$ 510.00
Daniel B. Stephens & Associates (Combined Leased Property Map)	\$ 1,176.00
Daniel B. Stephens & Associates (Combined Leased Property Map)	\$ 1,820.00
Strahl (Water Well Camera)- <b>Paid</b>	\$ 17,750.00
Baker Well Service (P&A Rogers, W. G132)	\$ 3,459.40
Wagener's Well Service (P&A Bustos, D. B214)	\$ 5,629.40
Geo Cam (Camera Survey Tuch, M.)	\$ 1,785.00
Verizon (Employee Work Phones)- <b>Paid</b>	\$ 122.69
Gonzales Inquirer (3 Notices)	\$ 678.91
<b>Total</b>	\$ 39,695.41

# **GCUWCD WMF BILLS TO BE PAID**

**September 9, 2025**

DeHarde Water Well Service (Mitigation McKee, L. F216)	\$ 3,295.80
Wagener's Well Service (Mitigation Tuma, J A131)	\$31,055.80
Wagener's Well Service (Mitigation Mercier, V. I821)	\$17,529.50

**TOTAL**

**\$51,881.10**



GCUWCD EMF BILLS TO BE PAID  
September 9, 2025


**TOTAL** \$0.00

# Gonzales County Underground Water Conservation District Expense Report

Laura M. Martin

Nature of Trip/Date	From	To	Beginning Mileage	Ending Mileage	Total Miles
09/08 GCGCD Lunchin	Office	Seguin	2604	2639	35
	Seguin	Office	2639	2674	35
09/15 GMA 13	Office	Plesanton	2720	2801	81
	Pleaasanton	Office	2801	2882	81
9/19-21 TAGD Summiy	Home	San Antonio	122561	122653	92
	San Antonio	Home	122653	122745	92
				Total Miles	416
				Current Rate X	0.7
			Mileage X Rate	Subtotal	\$291.20
Period Covered September 1-31, 2024 Approved By: Date: October 08, 2024				Total Due	\$291.20

**Gonzales County Underground Water Conservation District  
Mitigation Manager  
Expense Report**

Nature of Trip/Date	From	To	Beginning Mileage	Ending Mileage	Total Miles
Sylvia Moore job Aug. 1	Office	Eastern	152,083	152,228	145
Sylvia Moore job Aug.4	Office	Eastern	152,399	152,463	64
Wagener's - rebuild grout machine Aug.5	Office	Western	152,513	152,568	55
Met Robert Macias with Seguin/Schertz Aug.6	Office	Western	152,618	152,682	64
Met Jeremy Bustos, met Tom Manford Aug 7	Office	Western	152,722	152,837	115
Seguin/Schertz CEU Credits, met Tom Manford Aug 8	Office	Seguin/Western	152889	152,983	94
Met with Larry McKee Aug.11	Office	Western	153,070	153,108	38
Larry McKee - measure up well Aug.12	Office	Western	153,162	153,200	38
Began Mitigation on Rogers Aug. 13	Office	Eastern	153,226	153,319	93
Plugged well @ Rogers Aug. 14	Office	Eastern	153,374	153,426	52
Met with Vic Mercier Aug. 18	Office	Western			42
Checked on DeHarde drilling Bustos Aug.19	Office	Western	153,512	153,562	50
Checked on DeHarde drilling Bustos Aug.20	Office	Western	153,620	153,675	55
Checked on DeHarde drilling Bustos Aug.21	Office	Western	153,723	153,778	55
Tuma Job, went to Deharde's to pick up holeplug Aug 25	Office	Western	153,857	153,930	73
McKee job, Tuma job Aug.26	Office	Western	153,978	154,017	39
Work orders signed Aug. 27	Office	West/East			18
Tuma job, Kuntschik's- ants in points Aug.28	Office	Western	154,067	154,095	28
Jetted Tuma well Aug.29	Office	Western	154,148	154,174	26
				Total Miles	1144
				Current Rate X	0.7
				<b>Mileage Subtotal</b>	<b>\$800.80</b>
<b>Expenses</b>					
Chandler Drilling- formation packer for Tuma job					\$22.96
Brian Delvige August 2025					
<b>Approved By:</b>				<b>Total Due</b>	<b>\$823.76</b>
<b>Date:</b>					

# Gonzales County Underground Water Conservation District Mitigation Manager Expense Report

## Brian Delvige

**Aug-25**

[illegible]

**Gonzales County Underground Water Conservation District**  
**Field Technician**  
**Expense Report**

Frank Agee

Nature of Trip/Date	From	To	Beginning Mileage	Ending Mileage	Total Miles
8/1 CR 214, CR 215	Home	SE Gonzales Co.	209,901	209,969	68
8/4 CR 211	Home	SE Gonzales Co.	209,972	210,037	65
8/5 HWY 90 A, CR 441	Home	N & SW Gonzales Co.	210,037	210,106	69
8/7 FM 1680, CR 420	Home	NE Gonzales Co.	210,136	210,203	67
8/8 FM 1680, FM 3282, CR 441, CR 443	Home	NE & NW Gonzales Co.	210,203	210,268	65
8/12 CR 482, FM 1680, CR 441	Home	NE Gonzales Co.	210,315	210,383	68
8/13 CR 441, FM 3282	Home	NE Gonzales Co.	210,383	210,424	41
8/14 HWY 80	Home	SW Gonzales Co.	210,424	210,473	49
8/15 CR 259, FM 3282	Home	SW Gonzales Co.	210,473	210,540	67
8/18 FM 3282, CR 441, CR 119	Home	NW & SW Gonzales Co.	210,540	210,589	49
8/19 CR 406, CR 354, CR 199	Home	NE Gonzales Co.	210,589	210,723	134
8/20 CR 406, CR 104	Home	NE Gonzales Co.	210,723	210,822	99
8/21 CR 354, CR 381, CR 406	Home	NE Gonzales Co.	210,822	210,892	70
8/25 CR 119	Home	SW Gonzales Co.	210,907	210,949	42
8/26 CR 457, CR 406, CR 437 N	Home	NE Gonzales Co.	210,949	211,020	71
8/27 CR 441, CR 437N, CR 397	Home	NE Gonzales Co.	211020	211,084	64
8/29 CR 457, CR 119	Home	NE & SW Gonzales Co.	211084	211,166	82
<b>April Correction in Mileage</b>					7
				Total Miles	1,177
				Current Rate X	0.7
				<b>Mileage Subtotal</b>	<b>\$823.90</b>
<b>Expenses</b>					
<b>Period Covered:</b> August 1-31, 2025				<b>Total Due</b>	<b>\$823.90</b>
<b>Approved By:</b>					
<b>Date:</b> September 2, 2025					



**Gonzales County Underground Water Conservation District**  
**Manager's Report**  
**August 2025**

On August 7<sup>th</sup> I virtually attended the DocAccess meeting to discuss becoming ADA compliant with the website documents before the April 2026 deadline.

On August 8<sup>th</sup> I attended the Guadalupe County Groundwater Conservation District's (GCGCD) Driller's Lunching at Seguin Public Library. The lunching covered drilling practices and new rules for the (GCGCD).

On August 15<sup>th</sup> I attended the Groundwater Management Area 13 (GMA13) meeting in Pleasanton. A copy of the agenda is attached.

On August 18<sup>th</sup> I met with a member of the board of directors to discuss rule changes.

On August 19<sup>th</sup>-21<sup>st</sup> I attended the Texas Alliance of Groundwater Districts (TAGD) Groundwater Summit in San Antonio.

On August 22<sup>nd</sup> I virtually met with Ms. Yemara Tune, Texas Water Development Board (TWDB) Recorder Well Program to discuss wells that would be good candidates for the Recorder Well Program to install a monitoring device.

On August 25<sup>th</sup> I was called into jury summons and dismissed.

On August 26<sup>th</sup> Ms. Syndee Tower and I virtually met with Ms. Helen Muni and Ms. Ronda Standard, Rural Water Impact to train on the website template how to make documents on the website ADA compliant.

On August 28<sup>th</sup> I virtually met with Ms. Mariah Herchelmann, DocAccess to discuss pricing options for the company to make documents on the website ADA compliant.  
Later that day, I virtually met with Mr. Bradley Loehr, BEFCO Engineering, to discuss the permitting process for City of Waelder. The City of Waelder has received a grant for water infrastructure and will be permitting a new well in the near future.

ARWA's August production was 281.65 ac-ft, which is about 51.21% of the monthly allowable production.

AQUA's July production was about 44.11 ac-ft which is about 10.59% of the monthly allowable production.

CRWA's August production was about 681.41 ac-ft which is about 98.27% of the monthly allowable production.

GBRA's August production was 237.15 ac-ft which is 28.46% of the monthly allowable production.

SAWS August production was about 972.01 ac-ft which is about 99.8% of the monthly allowable production.

SSLGC's August production was 1,090.59 ac-ft which is about 67.59% of the monthly allowable production.

The Palmer Drought Index, as of August 29, 2025, indicates that the District is currently under no drought conditions, and abnormal drought conditions in the western portion of the district.

There are 77,440 acres in Caldwell County and 573,440, or 896<sup>2</sup> miles in Gonzales County in the GCWUCD boundary. Permitted property for exporting in the GCUWCD boundary is 14% of the acreage. **Known** leased property for exporting in the GCWCD boundary is 22% of the acreage.



## Groundwater Management Area 13

<https://www.gma13.org/meetings-notice>

### NOTICE OF OPEN MEETING: Friday, August 15, 2025 at 10 a.m.

As required by Section 36.108(e), Texas Water Code, a meeting of the **Groundwater Management Area 13** Planning Committee, comprised of delegates from the following groundwater conservation districts located wholly or partially within Groundwater Management Area 13: Evergreen UWCD, Gonzales County UWCD, Guadalupe County GCD, Medina County GCD, Uvalde County UWCD, Wintergarden GCD, Plum Creek CD, and McMullen GCD, will be held on:

**Friday, August 15, 2025 at 10:00 a.m. at:**  
Evergreen Underground Water Conservation District  
110 Wyoming Blvd., Pleasanton, Atascosa County, Texas.

At this meeting, the following business may be considered and recommended for Joint Planning Committee action:

1. Declaration of Quorum and Call Meeting to Order
2. Welcome and Introductions
3. Public Comment
4. Discussion and possible action on the minutes of the meeting held April 10, 2025
5. Discussion and possible action on financial report/bank reconciliation
6. Updates from Regional Water Planning Groups representatives
7. Update/Report from the Texas Water Development Board
8. Update/Presentations from GMA 13 Stakeholders
9. Discuss the Maverick Aquifer re: relevant for purposes of joint planning
10. Status report on Groundwater Availability Model updates/recalibrations – Dr. Bill Hutchison
11. Discussion and possible action on standardized methodology for tracking DFCs re: HB 2078
12. Discuss work/schedule/timeline for 4<sup>th</sup> round of DFCs – Dr. Bill Hutchison
13. Discussion and possible action on budget/invoices – Dr. Bill Hutchison
14. Presentation by Wintergarden regarding joint planning
15. Discuss future agenda item(s)
16. Set date for next meeting(s)
17. Public comment
18. Adjournment

Questions, requests for additional information,  
or comments may be submitted to:

*Kelley Cochran*

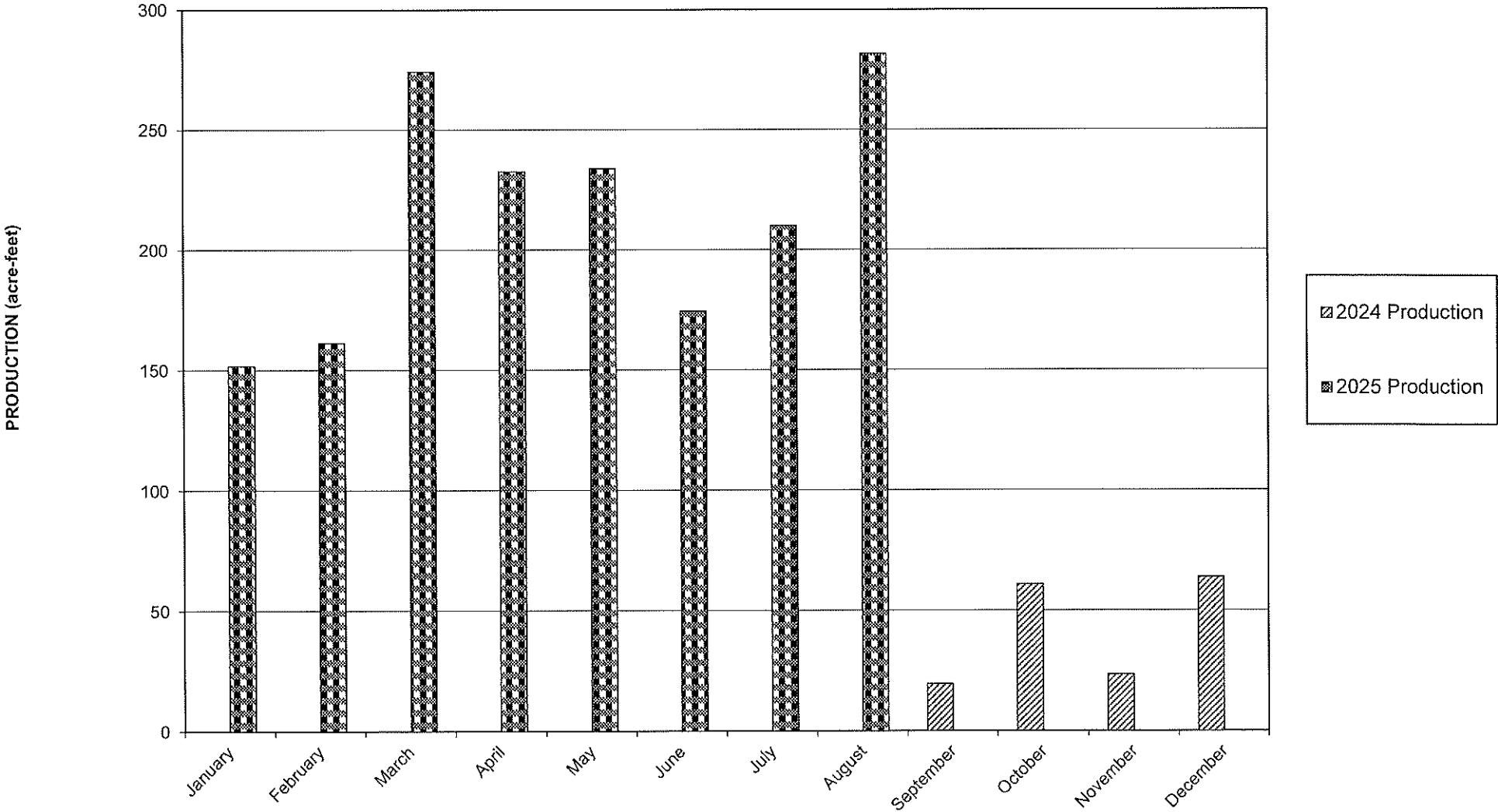
Administrator, Groundwater Management Area 13  
PO Box 1221  
Seguin, TX 78156-1221  
830-379-5969

GMA 13 meetings are open to the public and available to all persons regardless of disability. If you require special assistance to attend the meeting, please call 830.569.4186 at least 24 hours in advance of the meeting to coordinate any special physical access arrangements.

**Alliance Regional Water Authority  
Water Meter Reading - Usage  
2025**

Date	Well #6 ARWA Well		Well #7 ARWA Well		Well #8 ARWA Well		Well #9 ARWA Well	
	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage
Jan	59,089	24,520	36,117	22,173	13,552	1,131	8,320	1,677
Feb	78,043	18,995	53,702	17,585	20,877	7,325	16,995	8,681
March	99,365	21,322	67,276	13,573	39,272	18,396	53,041	36,046
April	121,765	22,400	84,426	17,150	56,083	16,811	72,486	19,445
May	140,794	19,029	105,857	21,431	77,160	21,077	87,186	14,700
June	154,931	14,137	114,492	8,635	95,278	18,118	103,202	16,016
July	171,382	16,450	131,152	16,661	112,766	17,488	121,111	17,909
Aug	193,651	22,269	154,189	23,037	138,200	25,434	142,145	21,035
Sept								
Oct								
Nov								
Dec								
Total Gallons*		159122.4		140244.1		125780.1		135508.8
Total AC/FT		488.33		430.39		386.00		415.86
Current Month Production in AC/FT				281.65				
Percentage of monthly allowable for current mo.					51.21			
Total AC/FT for yr		1720.59	Percentage of yearly production				26.07	

ARWA Monthly Production



August 2025

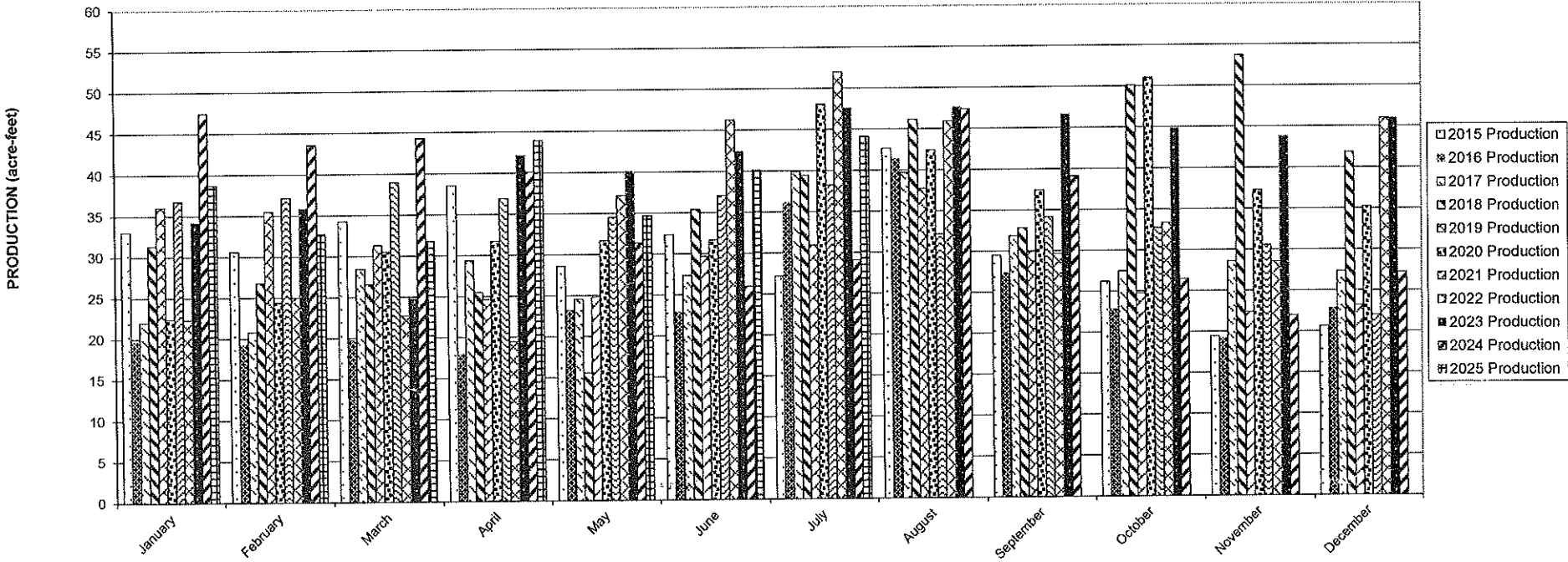
**AQUA Water Supply Corporation  
Meter Reading - Usage**

Date	2025			2025			2025			Fees
	Meter	F255 Delhi #1 Usage	Transported	Meter	F256 Delhi #2 Usage	Transported	Meter	F257 Hinton Well Usage	Transported	
January	8,209,864	4,769.20		305,860	7,837.00		0.00	0.00		\$ 288.70
			4,368.93			7,179.25			0.00	
February	8,261,711	5,184.70		360,710	5,485.00		0.00	0.00		\$ 245.99
			4,781.30			5,058.24			0.00	
March	8,316,934	5,522.30		408,990	4,818.00		0.00	0.00		\$ 236.56
			5,053.38			4,408.88			0.00	
April	8,341,240	2,430.60		527,677	11,878.70		0.00	0.00		\$ 325.52
			2,211.72			10,808.98			0.00	
May	8,371,407	3,016.70		610,458	8,278.10		0.00	0.00		\$ 255.06
			2,724.97			7,477.57			0.00	
June	8,422,130	5,072.30		690,314	7,985.60		0.00	0.00		\$ 300.16
			4,663.86			7,342.57			0.00	
July	8,509,880	8,775.00		746,290	5,597.60		0.00	0.00		\$ 332.65
			8,123.76			5,182.17			0.00	
August										\$ -
September										\$ -
October										\$ -
November										\$ -
December										\$ -
<b>Total Gallons*</b>		34,771			51,880			0		
<b>Total AC/FT</b>		106.71			159.21			0.00		
<b>Current Month Production in AC/FT</b>			44.11							
<b>Percentage of monthly allowable for current month</b>					10.59					
<b>Total AC/FT for year</b>		265.92					5.32			<b>Total Dollars \$1,984.63</b>

\*gallons in thousands



AQUA Monthly Production



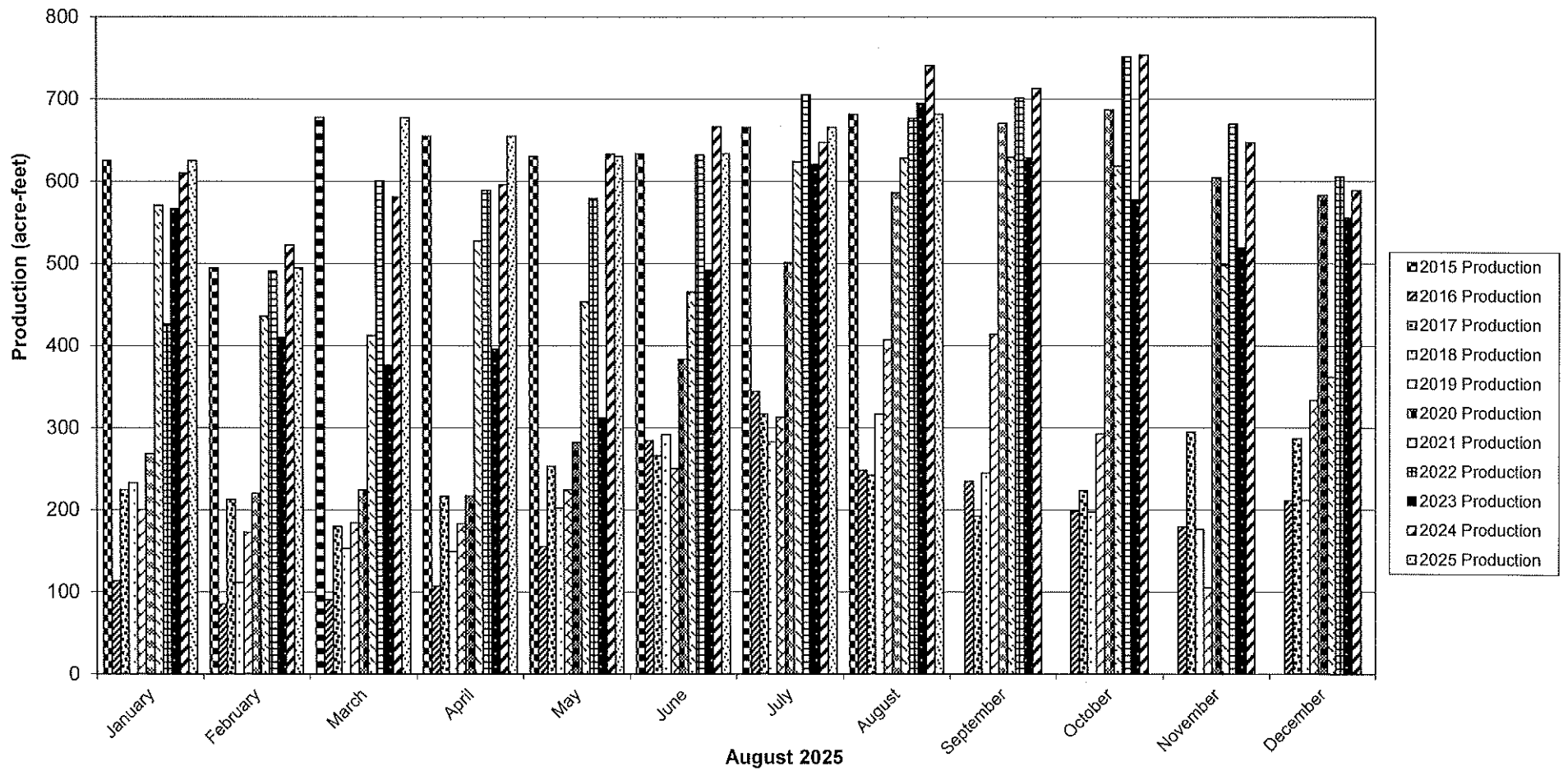
July 2025

**Canyon Regional Water Authority  
Wells Ranch Water Meter Reading - Usage  
2025**

Date	P030 Well #12 Bultrap Well		P029 Well #11 Coastal Field Well		P028 Well #9 Camp House Well		P027 Well #1 Tommy's Well		P086 Well #8 Chicken House		L188 Well #5 Littlefield		L189 Well #13 Bond West		L190 Well #14 Christian West		L191 Well #15 Bond East		L192 Well #16 Christian East	
	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage
Jan	1,509,588		1,760,164		3,263,459		1,762,585		1,001,488		1,355,838		1,189,745		22,396		2,124,224		661,968	
Feb	1,536,650		1,792,629		2,400,153		1,779,905		1,039,902		1,393,852		1,226,013		60,612		2,194,649		691,893	
		14,793		17,763		20,124		14,918		21,164		20,568		18,524		20,841		38,605		16,310
March	1,552,778		1,811,660		2,421,586		1,796,372		1,061,594		1,415,759		1,249,008		83,113		2,235,576		709,544	
		12,269		14,702		16,573		2,402		17,250		17,446		17,744		17,375		31,820		13,615
April	1,568,279		1,830,157		2,442,524		1,811,851		1,082,529		1,436,890		1,271,309		104,988		2,275,138		726,726	
		16,128		19,031		21,430		16,467		21,692		21,907		22,995		22,501		40,927		17,651
May	1,584,572		1,849,552		2,464,592		1,811,851		1,104,689		1,460,130		1,290,624		128,066		2,316,712		744,810	
		15,501		18,497		20,938		15,479		20,935		21,131		22,301		21,875		39,562		17,182
June	1,600,003		1,868,676		2,486,265		1,811,851		1,126,761		1,482,428		1,314,274		150,922		2,358,150		762,688	
		16,293		19,395		22,068		0		22,160		23,240		19,315		23,076		41,574		18,084
July	1,616,396		1,888,692		2,508,892		1,811,851		1,149,659		1,505,826		1,339,768		174,834		2,401,652		781,262	
		15,431		19,124		21,673		0		22,072		22,298		23,650		22,856		41,438		17,878
Aug	1,616,396		1,888,692		2,508,892		1,811,851		1,149,659		1,505,826		1,339,768		174,834		2,401,652		781,262	
		16,393		20,016		22,627		0		22,898		23,398		25,494		23,912		43,502		18,574
Sept	1,632,956		1,909,188		2,532,111		1,811,851		1,173,125		1,529,812		1,365,686		199,392		2,446,248		800,502	
		16,560		20,496		23,219		0		23,466		23,986		25,918		24,558		44,596		19,240
Oct																				
Nov																				
Dec																				
Total Gallons*		123368		149024		168652		49266		171637		173974		175941		176994		322024		138534
Total AC/FT		378.60		457.34		517.57		151.19		526.73		533.91		539.94		543.17		988.26		425.15
Current Month Production in AC/FT		681.41																		
Percentage of monthly allowable for current mo.		98.27																		
Total AC/FT for yr		5061.87	Percentage of yearly production		60.84															

\* gallons in thousands

## CRWA Monthly Production

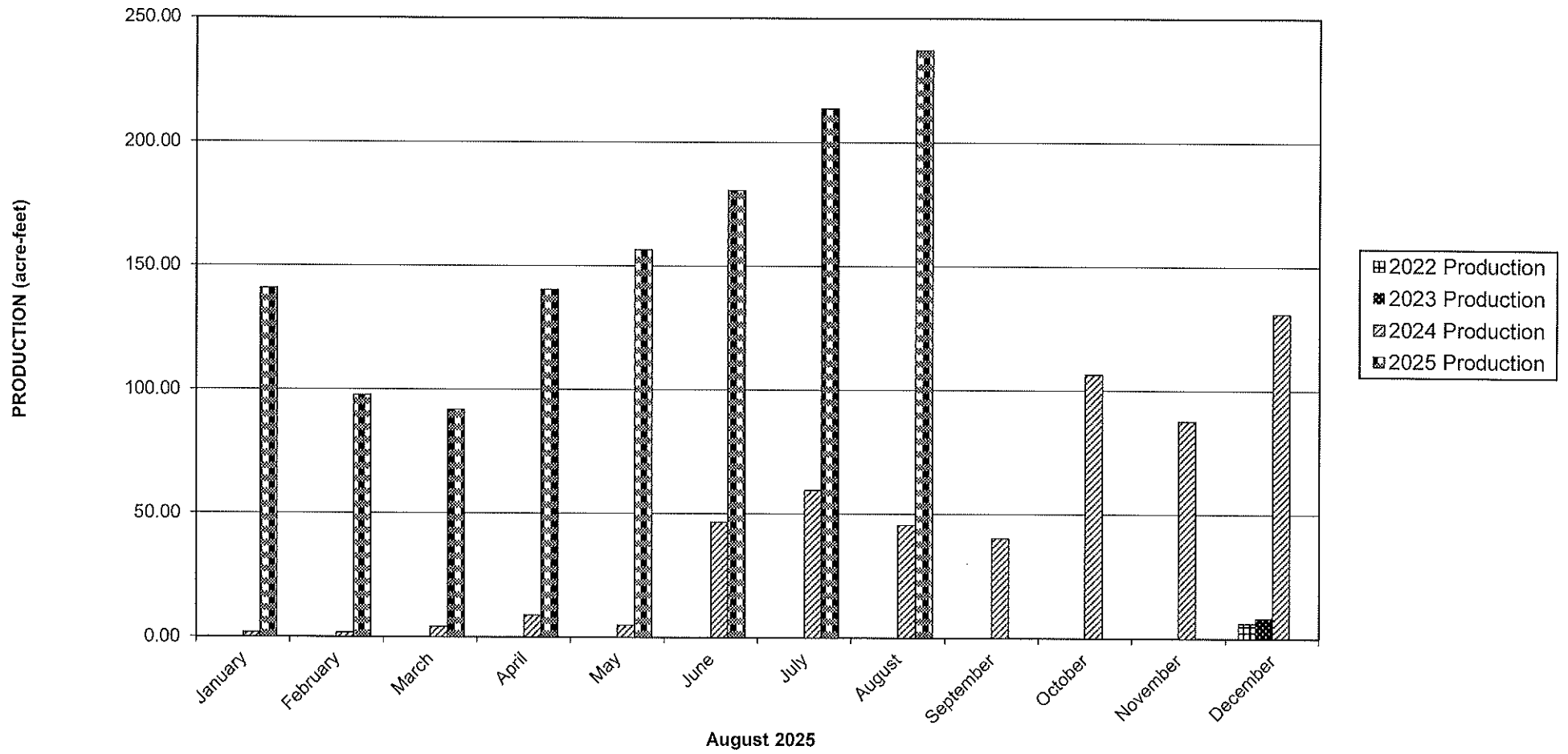


**Gudalupe-Blanco River Authority**  
**Meter Reading - Usage**  
**2025**

Date	P059 Well #1		P060 Well #2		P061 Well #3		P062 Well #4		P063 Well #5		P064 Well #6		P065 Well #7	
	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage
Jan	37,959,600	12,233	3,171,200	832	34,421,800	10,315	26,896,300	8,042	14,039,700	126	27,863,100	2,328	18,247,600	12,021
Feb	42,898,400	4,939	4,331,200	1,160	43,052,100	8,630	32,854,200	5,958	14,039,700	0	33,469,500	5,606	23,789,000	5,541
Mar	48,681,700	5,784	4,851,500	0	49,000,500	5,949	37,605,300	4,751	16,167,200	2,128	39,678,700	6,210	28,909,500	5,121
Apr	60,466,600	11,785	6,705,000	1,854	57,670,600	8,670	42,515,100	4,910	21,506,800	5,340	47,389,800	7,711	34,372,200	5,463
May	71,989,400	11,523	11,350,000	4,645	69,006,800	11,336	47,481,700	4,967	26,240,500	4,734	54,944,100	7,554	40,635,400	6,263
June	79,480,770	7,481	18,443,360	7,093	78,220,980	9,214	52,891,000	5,409	36,648,970	10,408	66,295,770	11,352	48,521,210	7,886
July	86,754,400	7,284	28,340,700	9,897	92,400,500	14,180	63,865,800	11,075	45,680,300	9,031	76,079,600	9,784	56,877,800	8,357
Aug	87,941,000	1,187	42,900,200	14,560	104,796,000	12,396	74,567,200	10,601	56,725,800	11,046	95,337,900	19,258	65,105,600	8,228
Sept														
Oct														
Nov														
Dec														
Total Gallons* (kgal)	62,216		40,041		80,690		55,713		42,813		69,803		58,880	
Total ac/ft	190.93		122.88		247.63		170.98		131.39		214.22		180.70	
Current Mo. Production in ac/ft			237.15											
% of monthly allowable for current mo.					28.46									
Total ac/ft for yr	1258.72				% of prod. for year		12.59							

gallons in thousands

GBRA Monthly Production



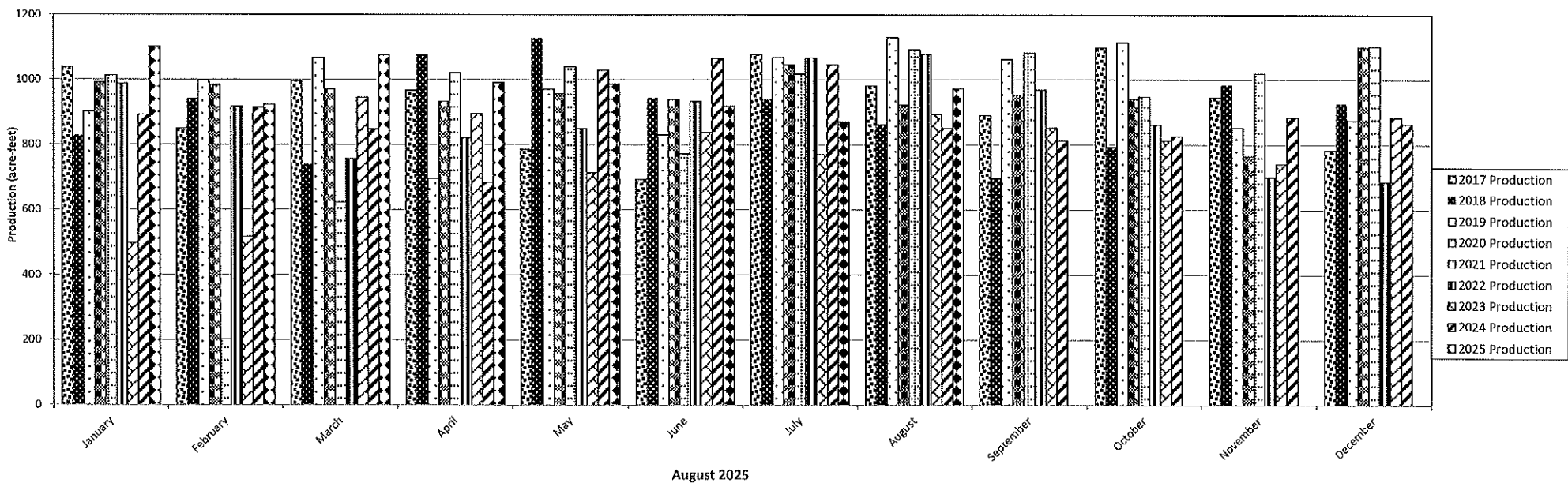


**San Antonio Water System  
Meter Reading - Usage  
2025**

Date	P036 Well WG-2		P039 Well WG-5		P040 Well WG-6		P041 Well WG-7		P042 Well WG-8		P043 Well WG-9		P044 Well WG-10		P047 Well WG-14		P048 Well WG-15		B/W	Fees
	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage		
Jan	340,998	56,324	345,766	28,167	459,678	2	78,166	48,570	443,962	43,423	95,375	56,413	348,033	21,099	512,453	53,068	394,150	51,690	12201.5	\$8,663.88
Feb	342,505	15,003	350,960	51,949	459,681	3	81,769	36,029	447,885	39,226	99,988	46,125	350,433	23,999	516,120	36,668	399,297	51,475	9,707	\$7,269.28
Mar	3,452,505	0	356,689	57,084	461,542	18,606	86,156	43,867	452,220	43,356	105,725	57,367	354,968	45,350	521,579	54,590	402,283	29,860	11,370	\$8,467.79
Apr	346,685	41,804	362,105	54,365	462,502	9,598	89,941	37,848	456,474	42,539	111,332	56,072	357,764	27,957	526,829	52,502	402,283	0	10,238	\$7,811.18
May	352,587	59,018	365,548	34,423	426,502	0	93,414	34,738	460,707	42,329	116,924	55,924	361,967	42,032	532,082	52,537	402,283	0	10,726	\$7,756.83
June	358,583	50,839	367,591	20,430	462,502	0	96,622	32,080	464,995	42,880	122,601	56,765	366,225	42,578	537,431	53,483	402,283	0	9,703	\$7,233.77
July	361,900	32,517	367,492	17	464,662	21,600	99,697	30,748	469,487	44,922	128,573	59,731	369,938	37,137	543,098	56,676	402,283	0	9,666	\$6,842.02
Aug	364,392	24,922	371,087	34,943	468,245	35,832	100,851	11,539	473,882	43,946	134,432	58,580	374,237	42,986	548,635	55,371	403,145	8,613	9,506	\$7,680.61
Sept																				
Oct																				
Nov																				
Dec																				
Total Gallons*	280,426		281,379		85,640		275,418		342,621		446,977		283,137		414,895		141,638			2,552,132
Total ac/ft	860.60		863.52		262.82		845.23		1051.46		1371.72		868.92		1273.27		434.67			7,832.20
Current Month Production in ac/ft			972.01																	
% of monthly allowable for current month					99.80															
Total ac/ft for year	7832.20						% of prod. for year		67.01										Total Dollars	\$61,725.38

gallons in thousands

SAWS Monthly Production

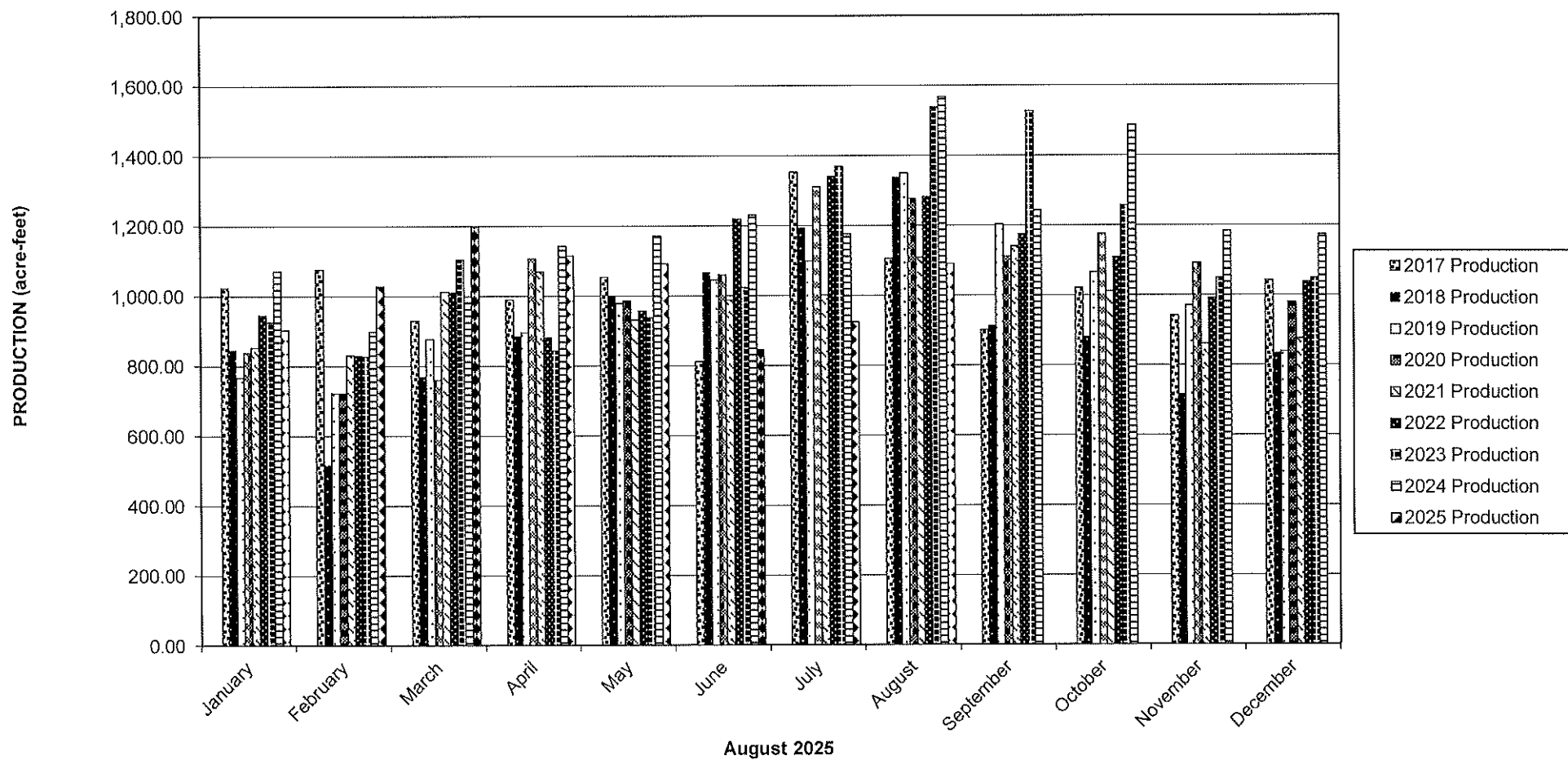


**Schertz-Seguín Local Government Corporation**  
**Meter Reading - Usage**  
**2025**

Date	P007 Well #1		P008 Well #2		P009 Well #3		P010 Well #4		P011 Well #5		P012 Well #6		P016 Well #7		P017 Well #8		P031 Well #9		P032 Well #10		P033 Well #11		P034 Well #12		B/W	Fees		
	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage	Meter	Usage				
Jan	1,285,227		148,299		336,399		663,958		518,789		43,664		818,873		75,180		3,469,108		2,574,546		3,348,458		50,755					
Feb	1,330,659	10,757	148,320	31,546	355,369	33,406	712,341	20,491	565,661	19,814	62,067	13,814	837,724	44,996	88,077	29,117	3,556,186	41,636	2,592,432	0	3,348,458	0	5,115,708	48,606	10005	\$7,104.45		
Mar	45,432			21		18,970		48,383		46,872		18,403		18,851		12,897		67,078		17,886		0		40,182	10,817	\$8,103.95		
	1,379,331		148,320		382,468		759,699		615,045		98,747		877,520		88,973		3,616,130		2,632,172		3,348,458		5,156,690		40,982	12,684	\$9,446.68	
Apr	48,672			0		27,099		47,358		49,384		36,680		39,796		896		59,944		39,740		0		40,982		12,684	\$9,446.68	
	12,296		185,717		414,791		807,057		24,927		122,735		911,497		114,950		3,678,675		2,658,315		3,348,458		5,193,190		36,500	11,531	\$8,797.50	
May	12,296		12,296		37,397		32,323		47,358		24,927		23,988		33,977		25,977		62,545		26,143		0		36,500		11,531	\$8,797.50
	46,960		222,136		455,891		807,057		52,322		140,333		914,071		146,987		3,721,557		2,684,237		3,336,763		5,240,285		47,095	11,889	\$8,597.88	
June	34,664		36,419		41,100		0		34,290		53,568		2,574		32,037		42,882		25,922		25,922		5,253		47,095		11,889	\$8,597.88
	75,883		253,541		482,830		807,057		92,162		180,113		914,071		165,502		3,733,788		2,698,719		3,383,203		5,257,674		17,389	8,953	\$6,674.78	
July	28,923		31,405		26,939		0		39,840		39,780		0		18,516		12,231		14,482		14,482		46,440		17,389		8,953	\$6,674.78
	104,034		285,503		493,979		31,101		124,203		35,187		916,318		187,930		3,737,734		2,722,977		3,410,102		5,276,416		18,742	10,279	\$7,276.30	
Aug	28,151		31,962		11,149		31,101		47,250		36,807		2,247		22,428		3,946		24,258		24,258		43,290		18,742		10,279	\$7,276.30
	132,788		315,952		494,003		72,250		162,794		74,073		948,009		213,189		3,738,955		2,754,383		3,448,541		5,292,467		16,051	10,665	\$8,617.63	
Sept	34,080		44,220		24		41,149		38,591		38,886		31,691		25,259		8,493		31,406		31,406		47,520		16,051		10,665	\$8,617.63
Oct																												
Nov																												
Dec																												
Total Gallons*	242,975		212,970		191,010		235,840		300,968		261,926		174,132		167,126		296,755		179,837		142,503		265,547				2,671,589	
Total ac/ft	746.66		653.58		586.19		723.77		923.64		803.82		534.39		512.89		910.71		551.90		437.33		814.93				8198.81	
Current Mo. Production in ac/ft			1090.59																									
% of monthly allowable for current mo.					67.59																							
Total ac/ft for yr	8198.81		% of prod. for year		42.34																				Total Dollars	\$64,619.16		

gallons in thousands

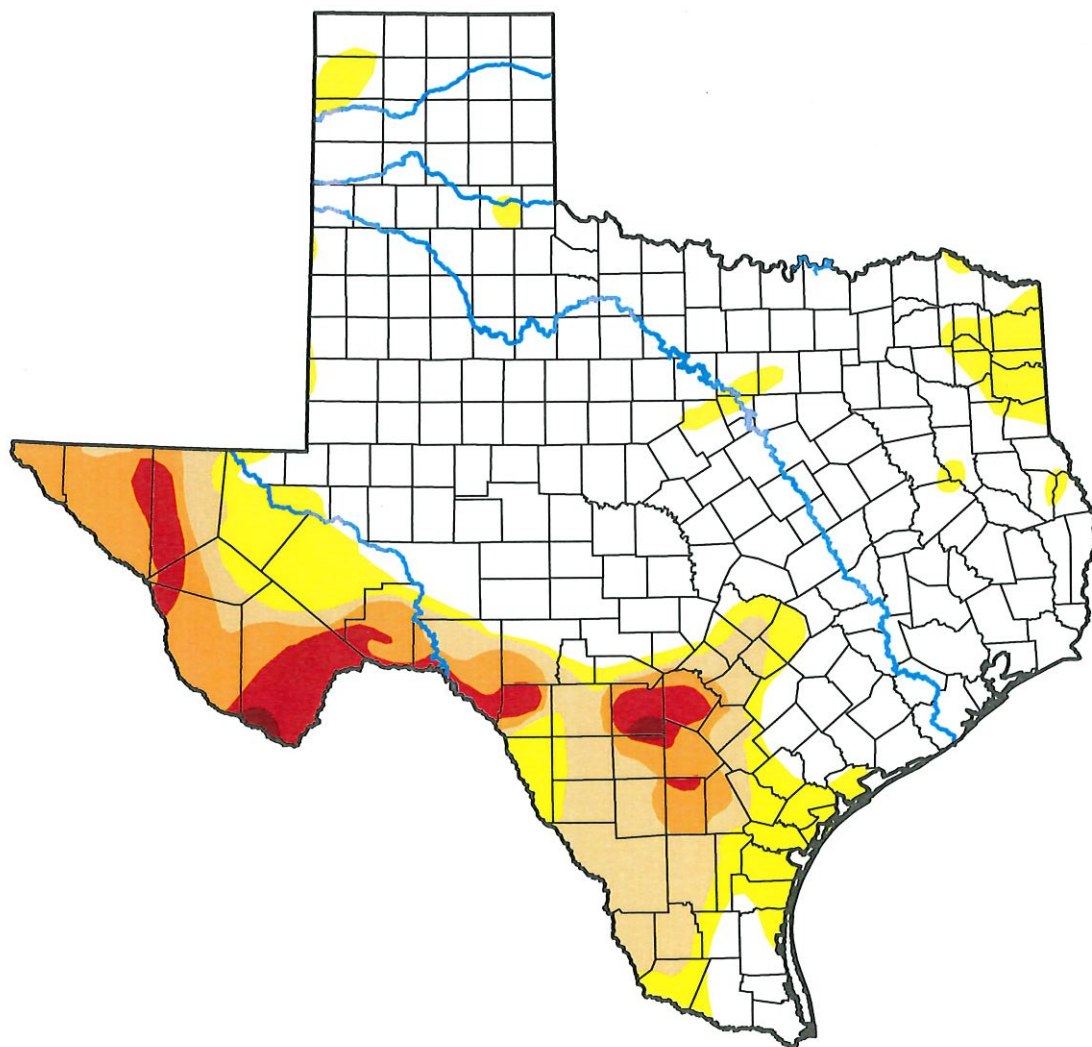
## SSLGC Monthly Production



# U.S. Drought Monitor

## Texas

**August 26, 2025**  
 (Released Thursday, Aug. 28, 2025)  
 Valid 8 a.m. EDT



*Drought Conditions (Percent Area)*

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	68.34	31.66	19.62	11.19	4.05	0.29
<b>Last Week</b> <i>08-19-2025</i>	68.51	31.49	20.04	11.72	4.05	0.29
<b>3 Months Ago</b> <i>05-27-2025</i>	51.37	48.63	38.87	29.70	22.41	14.03
<b>Start of Calendar Year</b> <i>01-07-2025</i>	36.81	63.19	43.63	21.45	13.26	6.30
<b>Start of Water Year</b> <i>10-01-2024</i>	26.09	73.91	34.39	16.62	8.91	3.36
<b>One Year Ago</b> <i>08-27-2024</i>	19.02	80.98	48.13	22.25	7.60	1.82

### Intensity:

None	D2 Severe Drought
D0 Abnormally Dry	D3 Extreme Drought
D1 Moderate Drought	D4 Exceptional 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:

Brad Rippey  
 U.S. Department of Agriculture



**droughtmonitor.unl.edu**



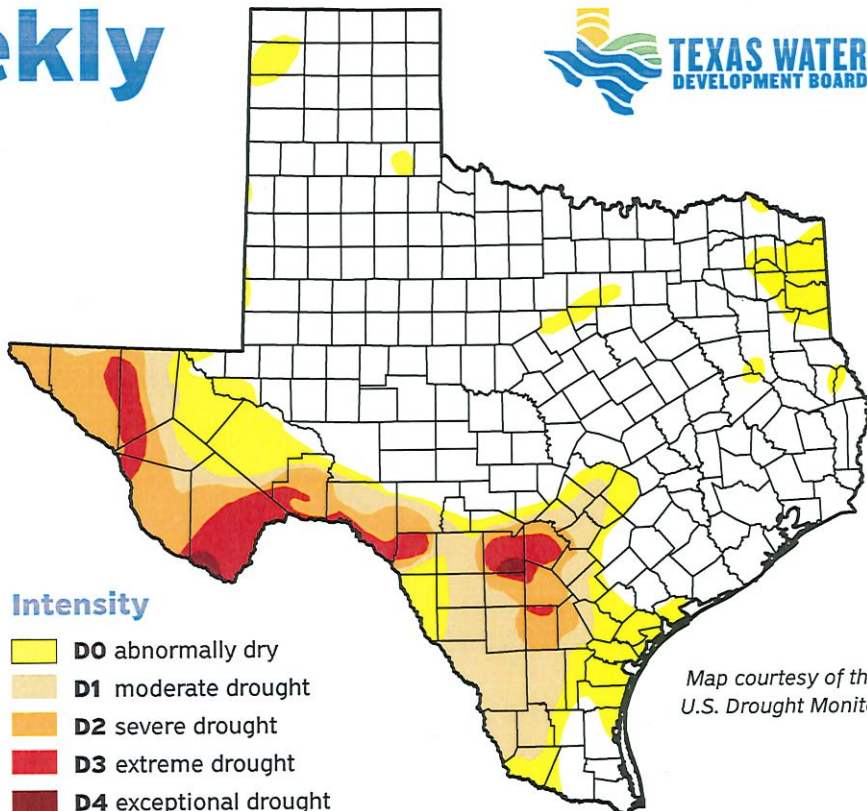
# Water Weekly

For the week of **09/01/25**



## Water conditions

Following a recent pattern, the latest drought map for conditions as of August 26 shows little change from the previous week. Since mid-July, drought area in our state reached a high of 22 percent on July 15 and a low of 19 percent on August 5.

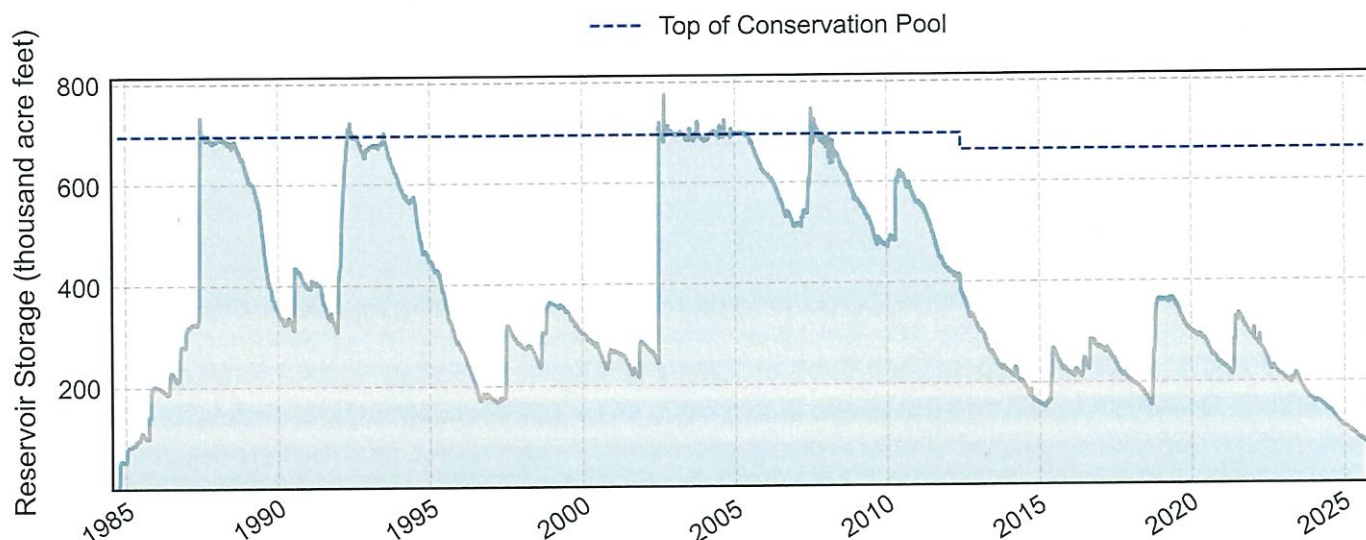


## Drought conditions

**20%** now  
**20%** a week ago  
**39%** three months ago  
**48%** a year ago

## Choke Canyon Reservoir storage

Years of drought have reduced storage in Choke Canyon Reservoir, an important water supply for South Texas. Storage never fully recovered after the 2011-2015 state-wide drought and recently dropped to less than 80,000 acre-feet for the first time since the reservoir initially filled in 1987.



TWDB chart

By Dr. Mark Wentzel, Hydrologist, Office of Water Science and Conservation

Jonathan Mathers, Government Relations | [Jonathan.Mathers@twdb.texas.gov](mailto:Jonathan.Mathers@twdb.texas.gov) | 512-463-7848  
Media Relations | [MediaRelations@twdb.texas.gov](mailto:MediaRelations@twdb.texas.gov) | 512-463-5129

[www.twdb.texas.gov](http://www.twdb.texas.gov)





# 2025 TEXAS GROUNDWATER SUMMIT

Hyatt Regency Hill Country Resort • San Antonio, TX • August 19-21

## DRAFT AGENDA

*\*Monday, August 18 – Optional field trip add-on to Cibolo Conservation Center\**

### Day 1 – Tuesday, August 19

- |                         |   |
|-------------------------|---|
| <b>8:00am</b>           | <b>Registration Table Opens</b>   |
| <b>9:00am – 11:00am</b> | <b>TAGD Annual Membership Meeting</b> (Open to TAGD Members Only)   |
| <b>1:00pm – 3:00pm</b>  | <p><b>Welcome Address</b><br/>Adam Foster, Executive Director, Texas Alliance of Groundwater Districts</p> <p><b>Keynote Conversation</b><br/>Chief Justice Nathan Hecht, Partner, Jackson Walker LLP<br/>Dylan Drummond, Shareholder, Langley &amp; Banack, Inc.</p> <p><b>Panel – The Balancing Act: How GCDs can Protect Privately Owned, Yet Shared, Groundwater Resources</b><br/>Moderator: Vanessa Puig-Williams, Texas Water Program Director, EDF<br/>Tiffany Dowell Lashmet, Professor, Texas A&amp;M AgriLife Extension<br/>Ed McCarthy, Attorney, McCarthy &amp; McCarthy LLP<br/>Carlos Rubinstein, Principal, RSAH2O<br/>Gary Westbrook, General Manager, Post Oak Savannah GCD</p> <p><b>From Aquifer to Acre: Are Correlative Rights the Key to Managing Privately Owned Groundwater?</b><br/>Robert Mace, Executive Director, The Meadows Center for Water &amp; the Environment</p> |
| <b>3:00pm – 3:30pm</b>  | <b>Afternoon Break</b> (Sponsored by EcoKai, Edwards Aquifer Authority, and McElroy Sullivan Miller & Weber LLP)  |
| <b>3:30pm – 5:30pm</b>  | <p><b>DFCs and MAGs: Is the Streetcar Off the Rails?</b><br/>James Beach, Principal, Advanced Groundwater Solutions</p> <p><b>Panel – GAMs: Their Last 25 Years and Their Future Importance in Shaping Groundwater Planning, Regulations, Development, and Management</b><br/>Moderator: Ty Embrey, Principal, Lloyd Gosselink<br/>Natalie Ballew, Groundwater Division Director, Texas Water Development Board<br/>Aaron Teague, General Manager, Evergreen UWCD<br/>Paul M. Terrill III, Founder &amp; Shareholder, Terrill &amp; Waldrop<br/>Steve Young, Principal Geoscientist, INTERA</p> <p><b>Artificial Intelligence 101 for Districts: Practical Use, Best Practices, and Guardrails</b><br/>Chris Knotz, Founder, CommonGroundDev</p>  |
| <b>5:30pm – 6:30pm</b>  | <b>Welcome Reception</b> (Sponsored by Brazoria County GCD)   |





# 2025 TEXAS GROUNDWATER SUMMIT

Hyatt Regency Hill Country Resort • San Antonio, TX • August 19-21

## Day 2 – Wednesday, August 20

- 7:15am**                      **Registration Table Opens**
- 7:30am – 8:00am**        **Breakfast** (Sponsored by Upper Trinity GCD – Additional Sponsorship Available!)
- 8:00am – 10:00am**    **Welcome & Opening Remarks**  
David Bailey, President, Texas Alliance of Groundwater Districts
- Case Law Update**  
Lauren Ice, Partner, Perales, Allmon & Ice, PC  
Cole Ruiz, Principal, Lloyd Gosselink
- Panel – Legislative Recap: Groundwater in the 89<sup>th</sup>**  
Adam Foster, Executive Director, Texas Alliance of Groundwater Districts  
Sarah Kinkle, Director of Policy & Legislative Affairs, Texas Water Association  
Brian Sledge, Managing Partner, SledgeLaw Group PLLC  
Andrew Wier, Executive Director, Simsboro Aquifer Water Defense Fund
- The Agricultural Land Market Value of Groundwater**  
Mani Rouhi Rad, Assistant Professor, Texas A&M University
- 10:00am – 10:30am**    **Morning Coffee Break** (Sponsored by KT Groundwater)
- 10:30am – 12:00pm**    **Keynote Address**  
Bryan McMath, Executive Administrator, Texas Water Development Board
- Panel – Legislator Perspectives**  
Moderator: Adam Foster, Executive Director, Texas Alliance of Groundwater Districts  
Representative Cody Harris, District 8, Chairman of the House Committee on Natural Resources (*invited*)  
Senator Charles Perry, District 28, Chairman of the Senate Committee on Water, Agriculture, and Rural Affairs  
Representative Erin Zwiener, District 45, Texas House of Representatives
- 12:00pm – 1:30pm**    **Luncheon** (Sponsored by North Texas GCD)
- 1:30pm – 3:00pm**        **Breakout Track A – GCD Fundamentals**  
**State Well Standards**  
Chris Hooyboer, Hydrologist, Texas Department of Licensing and Regulation  
**Enforcement Under the Texas Water Code: Discussing Groundwater District Authority**  
Wyatt Conoly, Associate, Kemp Smith LLP  
**Begin With the End in Mind: Data Collection and DFC Tracking**  
Alyson McDonald, Senior Hydrologist, Collier Consulting  
Grayson Dowlearn, Hydrologist, Collier Consulting





# 2025 TEXAS GROUNDWATER SUMMIT

Hyatt Regency Hill Country Resort • San Antonio, TX • August 19-21

## Day 2 – Wednesday, August 20 (continued)

- 1:30pm – 3:00pm**     **Breakout Track B – District Science 1**  
**Lone Star GCD: Investigation of Aquifer Compaction Potential in Montgomery County**  
 Philip Webster, KT Groundwater  
**Post Oak Savannah GCD: Elevating Data Management to Improve a GCD's Operations and Outcomes**  
 Charles Dunning, Vice President Hydrology, WellIntel, Inc  
 Michael Redman, Regulatory and Compliance Specialist, Post Oak Savannah GCD  
**Lost Pines GCD: How Science is Shaping Groundwater Management in Bastrop and Lee Counties**  
 Elvis Hernandez, General Manager, Lost Pines GCD
- 1:30pm – 3:00pm**     **Breakout Track C – Aquifer Recharge: Projects and Planning**  
**Strategic Site Selection for Managed Aquifer Recharge (MAR)**  
 Mike Milczarek, Program Director, GeoSystems Analysis, Inc.  
**Beneficial Reuse and Managed Aquifer Recharge in El Paso**  
 Scott Reinert, Water Resources Manager, El Paso Water  
**Enhancing Water Supply Resilience at For Cavazos Through ASR**  
 Neil Deeds, Executive Vice President, INTERA
- 3:00pm – 3:30pm**     **Afternoon Break** (Sponsored by EcoKai, Edwards Aquifer Authority, and McElroy Sullivan Miller & Weber LLP)
- 3:30pm – 5:00pm**     **Breakout Track A – Understanding Aquifers**  
**Development of a Statewide Aquifer Test Data Compilation for Texas**  
 Rachel Shannon, Senior Project Hydrogeologist, S.S. Papadopoulos & Associates, Inc.  
**Enhancing Groundwater-Surface Water Interaction Modeling in Texas**  
 Guillermo Martinez, Senior Hydrologist & Engineer, INTERA  
**Presentation TBD**
- 3:30pm – 5:00pm**     **Breakout Track B – District Science 2**  
**Rolling Plains GCD: New Water for Texas: MAR in the Rolling Plains**  
 Lynn Smith, General Manager, Rolling Plains GCD  
**Brewster County GCD: Groundwater Monitoring in Far West Texas**  
 Kevin Urbanczyk, Senior Research Scientist, West Texas Water Research Center  
**Central Texas GCD: Assessing the Vulnerability of the Trinity Aquifer to Developments that Depend on Private Wells**  
 Nick Lamkey, Hydrogeologist, INTERA
- 3:30pm – 5:00pm**     **Breakout Track C – Making the Invisible Visible: Data Visualization & Communication**  
**Enhancing Groundwater Management Capabilities Using Python**  
 Alyssa Balzen, Hydrogeologist, KT Groundwater  
**What's New with OpenET? Updates and Applications for Informed Decision Making**  
 Garshaw Amidi-Abraham, Senior Specialist, EDF  
**Estimating Water Use and Groundwater Pumping in Texas Through the Water Use Survey**  
 Jane Bullan, Data Analyst, Texas Water Development Board



# 2025 TEXAS GROUNDWATER SUMMIT

Hyatt Regency Hill Country Resort • San Antonio, TX • August 19-21

## Day 2 – Wednesday, August 20 (continued)

- 5:00pm – 6:00pm**     **Happy Hour Reception** (Sponsored by INTERA)
- 8:00pm – 10:00pm**     **Drinks & Desserts Networking Event** (Sponsored by Real Edwards Conservation & Reclamation District)

## Day 3 – Thursday, August 21

- 7:30am – 8:00am**     **Breakfast** (Sponsored by Upper Trinity GCD – Additional Sponsorship Available!)

- 8:00am – 10:00am**     **Welcome**  
Doug Shaw, Vice-President, Texas Alliance of Groundwater Districts

### **Panel – From Angus to Augustine: Groundwater Availability in Formerly Rural Areas**

Moderator: Leah Martinsson, Independent Water Policy Consultant  
John Ellis, Principal Hydrogeologist, INTERA  
Jacob Holt, Commissioner, Parker County  
Mitchell Sodek, General Manager, Central Texas GCD

### **Panel – Managing the Ogallala: Perspectives from Across the Region**

Moderator: Britney Britten, General Manager, Panhandle GCD  
Brandi Baquera, Program Coordinator, Colorado Master Irrigator  
Tylr Naprstek, Assistant General Manager, Lower Loup NRD  
Dwane Roth, Front Porch Farms LLC

- 10:00am – 10:30am**     **Morning Break** (Sponsored by EcoKai, Edwards Aquifer Authority, and McElroy Sullivan Miller & Weber LLP)

- 10:30am – 12:30pm**     **Urban Groundwater Challenges in the 21<sup>st</sup> Century**  
Jay Banner, Professor, University of Texas at Austin

### **Panel – What Lies Beneath: Can Brackish Groundwater Save Our Water Future?**

Moderator: Adam Foster, Executive Director, Texas Alliance of Groundwater Districts  
John Dupnik, Deputy Executive Administrator, Texas Water Development Board  
Mike Keester, Principal, KT Groundwater  
Sarah Kouba, General Manager, Lone Star GCD  
Isaac Sulemana, Chief of Staff, Hidalgo County

### **Texas Data Centers: A Growing Water User**

Erin Kinney, Senior Research Scientist, Houston Advanced Research Center



**Gonzales County Underground Water Conservation District**  
**Manager's Report**  
**August 2025**

- August 1 – Began Mitigation on Sylvia Moore job. Baker Well Service set 2 hp pump and trenched and buried Electrical line from well to meter pole.
- August 4 – Finished Sylvia Moore Job. Baker built new manifold and installed a pump tech. We pressure tested the water lines and pumped out well. Job complete.
- August 5 – Invoiced Sylvia Moore job and Nathan Reed job. Also invoiced Solansky's plugged well. I talked to Jeremy Bustos about possible Mitigation on his mothers well off CR 157 Leesville.
- August 6 – I met with Robert Macias with Seguin/Schertz and showed him the wells that were on the list for Plugging, on their property.
- August 7 – I met with Jeremy Bustos on CR 157 and began investigation for Mitigation on his mothers well.
- August 8 – Had weekly meeting. Laura and I went to Seguin to represent the district at the Guadalupe Co. Seminar and received CEU credits. I also met with Tom Manford on plugging wells on his property.
- August 11 – I met with Larry McKee for possible mitigation on his well on Howard Rd. I began the Investigation. The results were positive for Mitigation.
- August 12 – Investigation on Larry McKee well were to lower the pump due to water tables dropping. Lowering pump was limited due to a sand problem with well.
- August 13 – Baker Well Service began Mitigation on Bill Rogers well on Silver Mine Rd. Attempted to pull Pump. It was stuck in the well and drop pipe rusted off at water level (30'). They fished on Equipment for 2 hours, unsuccessful.
- August 14 – Baker plugged Bill Rogers well.
- August 15 – Weekly meeting with Frank and Sydnee. Laura was at meeting in Pleasanton. Talked to Vic Mercier about Mitigating a Carrizo well for livestock and irrigating.
- August 18 – Met with Vic Mercier and looked at an old well with a 5hp pump in it that was burned up. Wagener's pulled pump for investigation. Casing was in great condition.
- August 19 – Ordered pump for Mercier job. Deharde's started drilling on Bustos new well. They dug a test Hole to 380' in the Queen City aquifer.
- August 20 – DeHarde reamed bore hole and set casing late that afternoon. I met Link Benson and talked to him About the old well at Bustos, he said they needed a new well and the other to be plugged.
- August 21 – DeHarde jetted Bustos new well and it cleaned up at 100 gpm. They grouted the well and the water Table came to 40'. Wagener's went to the Tuch job and removed the well head to be rebuilt for the New pump to be installed.

**Gonzales County Underground Water Conservation District**  
**Manager's Report**  
**August 2025**

- August 22 – Went to Chandler Drilling to pick up a formation packer needed for the Tuma job. Then I worked on plugging procedures for the deep wells on the list to be plugged.
- August 25 – Wagener's began to put 4" liner in Tuma's well and found out that there was a swedge 2 ft down. They had to dig out around casing and cut out swedge, then proceed to set liner. Liner had to be pushed all the way to 400'. Backed filled hole around casing, and cemented to specs.
- August 26 – DeHarde lowered Larry McKee 1/2hp pump down to 120' it was at 40'. That is the deepest that Pump will go and still build pressure. Put new sub cable and control box and job is complete.
- August 27 – I worked in the office on invoices.
- August 28 – Wagener's pumped out Tuma's well and replumbed manifold. Well pumped for 5 min. then sanded Up.
- August 29 – Wagener's pulled the pump and motor at Tuma's and jetted the well. We jetted on it for about 3 Hours. Jetted out lots of sand and lignite. It finally cleared up and jetted about 100 gpm.

**Gonzales County Underground Water Conservation District**  
**Field Tech Report for August 2025**

- August 1- Attended office meeting, logged well measurements with Frielde/Holbrich in Westoff.
- August 4- Logged well information on future subdivision in Smiley.
- August 5- Observed well development with Drillink/ Holmes Food in Harwood. Logged well measurements along Hwy 90A in Gonzales.
- August 7- Observed Texas Southern Drilling/ Windsor Chase new well development in Waelder.
- August 8- Progress check on #2 well with Drillink/Holmes Food in Harwood. Spot checked Texas southern Drilling/Windsor Chase wells in Waelder. Spot checked Motal/ Reeves in Gonzales.
- August 12- Logged well information at Windsor Chase in Waelder. #2 well in Harwood, work in progress. Motal/Reeves is in process of set up to drill.
- August 13- Observed Motal/Reeves well development in Gonzales.
- August 14- Logged well information in Nixon per property owner's request.
- August 15- Attended office meeting. Observed Motal/Reeves well development. Collected water sample per property owners request in Gonzales.
- August 18- Observed Maresh/Tinsley new well development in Gonzales

August 19- Observed Chandler/Boy Scout camp new well development in Gonzales.

August 20- Observed new well development with Busselman/Spurlock in Flatonia.

August 21- Well progress checked at Boy Scout camp in Gonzales and with Busselman/Spurlock in Flatonia.

August 25- Observed water well development with Maresh Drilling/Tinsly in Cost.

August 26- Logged well information in NE Gonzales Co.

August 27- Observed new well development with Hazelett/Searcy in Harwood.

August 29- Office meeting. Observed Maresh/Tinsley new drill in Wrightsboro.

**Gregory M. Ellis**  
**Attorney at Law**

**LEGISLATIVE REPRESENTATION SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into as of the date this Agreement is signed by and between **GREGORY M. ELLIS** (hereinafter "**Contractor**") and the **GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT** (hereinafter referred to as "**Client**").

Client hereby retains Contractor to provide contract services on the following terms and conditions:

1. Upon request by Client to Contractor and from time to time during the term hereof, Contractor shall perform the services in Section 8 of this Agreement and such other similar and appurtenant duties as may be reasonably required to complete such services.

2. In the performance of all services hereunder:

(a) Contractor shall be deemed to be and shall be an independent Contractor and, as such, shall not be entitled to any benefits applicable to employees of the Client.

(b) Contractor shall comply with all applicable Federal and State laws and regulations, including, but not limited to, Chapter 305 of the Local Government Code ("Chapter 305").

(c) Contractor shall register as a lobbyist representing the Client's interests with the Texas Ethics Commission under Chapter 305.

3. Potential Conflicts of Interest. This paragraph provides notice that Contractor represents other Clients throughout Texas, as evidenced by registration at the Texas Ethics Commission. One purpose of this section is to confirm that Client is entering into this engagement with full knowledge of ongoing representation by Contractor of other Clients. A complete list of such clients is attached hereto as Exhibit A and incorporated herein by reference. At this time, Contractor is unaware of any conflicts of interest that exist by nature of the representation of Client for the work identified herein and the ongoing representation of these other Clients. Contractor agrees to fully comply with all provisions and requirements of Section 305.028, Government Code. In the event of any failure by Contractor to comply with the provisions and requirements of Section 305.028, Government Code, Client may immediately terminate this Agreement. If a conflict arises as a result of the representation of Client and any of the other Clients, or if multiple representations properly accepted develop into a conflict, Contractor shall promptly withdraw from one or more representations to the extent necessary to resolve the conflict.

4. The information and knowledge divulged to Contractor by Client or which Contractor acquires in connection with or as a result of his services hereunder shall be regarded by Contractor as confidential. During or after the term of this Agreement, Contractor may not use any confidential information, nor disclose such to any person, except as otherwise authorized by Client.

2104 Midway Court \* League City, TX 77573

Phone (713) 705-4861

greg@gmellis.law



5. Contractor recognizes that all records and copies of records concerning the operations of Client made or received by Contractor during the term of this Agreement are and shall be the property of Client exclusively, and Contractor shall keep the same at all times in its custody and subject to its control, and surrender the same upon request of Client or the termination of this Agreement.

6. This Agreement shall be effective as of September 1, 2025, and continue through August 31, 2027. The Client may terminate this engagement by written notice. Contractor reserves the right to withdraw from this engagement, subject to Contractor's ethical obligations and applicable legislative or judicial requirements. Otherwise, this engagement will terminate upon the completion of the services described.

7. Client agrees to pay Contractor a total of Sixty thousand dollars (\$64,000) total contract amount as a professional services fee. The contract amount may be paid in equal monthly increments or as agreed to by the parties. Payments are due and payable on the 1<sup>st</sup> day of each month beginning September 1, 2025.

8. Contractor will perform the following services:

(a) Monitor legislation in the Texas Senate and Texas House of Representatives, and monitor legislative committee hearings and reports related to Client or Client's activities.

(b) Provide the Client with timely reports on the status of legislation, political environment, and trends relative to the Client.

(c) Assist Client in preparing information and testimony, and providing that information to appropriate legislative committees during the legislative interim.

(d) Seek the position of the Client with respect to legislation and, following the development and implementation of the Client's position, communicate the Client's position to legislators and legislative committees, while complying with all applicable laws and regulations.

9. Any notices or communications required hereunder shall be in writing addressed as follows:

If to Clients: Gonzales County Underground Water  
Conservation District  
Phone: (830) 672-1047  
Email: [generalmanager@gcuwcd.org](mailto:generalmanager@gcuwcd.org)  
522 Saint Matthew Street  
P.O. Box 1919  
Gonzales, TX 78629

If to Contractor: Gregory M. Ellis  
Phone: 713-705-4861  
Email: [greg@gmellis.law](mailto:greg@gmellis.law)  
2104 Midway Court  
League City TX 77573



10. Statutory Contract Provisions.

(a) Interested Parties. Contractor acknowledges that Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by Contractor entering a contract with a local government entity, such as the District. Contractor reviewed Section 2252.908 and will 1) complete FORM 1295 and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District. Form 1295 is available at the TEC's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). This amended engagement letter is not effective until the requirements listed above are satisfied. The signed Form 1295 may be submitted to the District electronically.

(b) Local Government Code, Chapter 176 ("Chapter 176") requires the disclosure of certain matters by Contractor doing business with or proposing to do business with local government entities such as the District. Contractor reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website within seven days of the date of submitting this amended engagement letter to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176.

(c) Verification Under Ch. 2270, Government Code. For purposes of Chapter 2270 of the Texas Government Code, Contractor represents and warrants that, at the time of execution and delivery of this amended engagement letter, neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this engagement letter. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(d) Verification Under Ch. 2252, Texas Government Code. As of the date of this amended engagement letter, Contractor represents and warrants that neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, nor affiliate of the same, if any, is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation is made solely to comply with Section 2252.152, Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Contractor and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands "affiliate" as any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

11. State Bar Rule Notice. Contractor has instructed the District that the Texas Rules of Disciplinary Procedure bind Contractor. The District may contact the State Bar of Texas at [www.texasbar.com](http://www.texasbar.com) or toll-free at 1-800-932-1900 to obtain information on filing any grievance.

12. Client agrees to inform Contractor if Client retains, directly or indirectly, any other person to perform Legislative Representation Services in Texas on behalf of the Client. Contractor

agrees to reasonably cooperate with all such persons in the Client's representation to avoid duplication of efforts or conflicting positions.

13. This contract constitutes the entire Agreement and understanding between the parties, and any amendment thereto must be in writing and signed by both parties. The Client warrants it is paying for the performance of this contract from currently budgeted funds and will budget funds to pay for each subsequent fiscal year this Agreement continues. The Client agrees that it is paying fair compensation for the services rendered.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. This Agreement contains the entire Agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior discussions and writings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Gonzales County Underground Water  
Conservation District**

By: \_\_\_\_\_  
Laura M. Martin, General Manager

**GM Ellis Law Firm PC**

By:  \_\_\_\_\_  
Gregory M. Ellis





Natasha J. Martin  
512.480.5639  
512.536.9939 (fax)  
[nmartin@gdhm.com](mailto:nmartin@gdhm.com)

MAILING ADDRESS:  
P.O. Box 98  
Austin, TX 78767-9998

September 2, 2025

via Email to [generalmanager@gcuwcd.org](mailto:generalmanager@gcuwcd.org)

Laura Martin  
Gonzales County Underground Water Conservation District  
522 St Matthew St  
Gonzales, TX 78629

Re: *Engagement Letter for Legal Services*

Dear Ms. Martin and Board of Directors:

1. Scope. This engagement letter, if accepted by Gonzales County Underground Water Conservation District ("GCUWCD" or "Client"), will serve as the agreement by which Graves Dougherty Hearon & Moody, P.C. (the "Firm"), will represent GCUWCD. At this time, the scope of GDHM's work will be limited to representing GCUWCD in pending or anticipated litigation, as requested. The scope of this representation also includes any representations before the applicable courts or agencies and communications with opposing parties to resolve the matter, including negotiating and formalizing settlement agreements. The scope of this agreement also includes any other legal services that may be required, including supporting the District with general counsel or consulting services. The terms of this engagement letter shall also apply, however, to any additional representation or legal service the GDHM may agree to provide to GCUWCD in the absence of a separate written agreement for such services or representation.

Although we will endeavor to achieve a satisfactory result in this representation, it is understood that GDHM makes no promises or guarantees concerning outcomes and cannot do so.

2. Fees. GCUWCD agrees to pay GDHM fees for its services and reimbursement for its expenses in this representation as described below. GDHM will charge fees for services based on time spent by lawyers and legal assistants working on this representation, at hourly rates that vary based on the experience and expertise of the person performing the work. The hourly rate for our paralegals is \$250.00 per hour and \$175.00 per hour for legal assistants. Natasha J. Martin and Bobby M. Salehi will be the GDHM attorneys primarily responsible for this engagement, although it is possible that a substantial amount of work on this matter may be completed by other attorneys. Natasha's standard hourly rate for this matter is \$410.00, and Bobby's is \$390.00. We revise our standard hourly fee schedule from time to time, and typically every year.

3. Expenses. In addition to fees, GDHM will charge for reimbursement of expenses it incurs in this representation. These expenses may include teleconference charges, copy costs,

postage and delivery charges, travel expenses, filing fees, expert witness fees, costs for deposition and hearing transcripts, computerized research, document identification and imaging costs, computer database expenses, and other litigation expenses. For disbursements of \$500 or more, GDHM may request that the supplier of the goods or services bill GCUWCD directly, and GCUWCD agrees to promptly pay amounts billed.

GDHM will keep records of its time and expenses, and will normally send a statement each month, or at such other frequency as may be convenient, showing fees for work done during the previous period, plus reimbursable expenses that were paid during the previous period. GCUWCD agrees to make payment promptly following receipt of each statement by means of checks or drafts payable to "Graves, Dougherty, Hearon & Moody, P.C." If any statement remains unpaid for more than 30 days GDHM may, consistent with ethical obligations and applicable judicial requirements, cease performing services until satisfactory arrangements for payment have been made. Such arrangements will include, but are not limited to, requiring GCUWCD to provide a reasonable retainer before additional work is performed.

4. Client Document Retention. As this matter may involve litigation, please note that Client has strict legal obligations to preserve relevant information, including halting the automatic operation of document destruction processes, such as the routine deletion of emails and other electronic files. By signing this engagement letter GCUWCD agrees to take immediate, reasonable and necessary steps to ensure that documents (including electronic information) relating to any ongoing or anticipated litigation made the subject of this representation are preserved and not destroyed, and to notify us if GCUWCD believes that any relevant information has been lost or destroyed. Our attorneys and litigation technology staff are available to answer any questions and provide assistance in this regard.

5. Other GDHM Clients. We have reviewed our client/matter information against the information provided by you, and to the best of our knowledge, we are aware of no actual or potential conflict in GDHM proceeding with this representation. This engagement restricts GDHM's future ability to take a position adverse to GCUWCD in a related legal matter. GDHM represents a broad base of clients in a wide variety of legal matters. As a result, it is possible that in a future legal matter unrelated to this engagement, GCUWCD could be in a position adverse to another GDHM client. GCUWCD agrees that GDHM may represent other clients whose interests are adverse to GCUWCD, including in litigation, business negotiations, transactions or other legal matters, provided such other representation (i) is not substantially related to GDHM's representation of GCUWCD in this engagement and (ii) would not result in GDHM's use, on behalf of another client, of any confidential information or data concerning GCUWCD which is made available to GDHM during this engagement.

6. GDHM Document Retention. Upon the conclusion of this matter, you will promptly advise us which, if any, documents you wish us to return to you. You agree that we need not return or provide any electronic information, except upon payment of our reasonable costs. We may retain copies for our records. We will retain or dispose of any documents, including electronic

information, in accordance with our record retention policy then in effect. We will share with you the specifics of GDHM's client file retention policy at your request.

7. Communication. It is important that we maintain a good working relationship, and we take pride in maintaining good working relationships with our clients. If GCUWCD becomes dissatisfied with any aspect of GDHM's representation, please bring it to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

8. Terminable at will. GCUWCD may terminate this engagement by written notice at any time. GDHM reserves the right to withdraw from this engagement, subject to our ethical obligations and applicable judicial requirements. Otherwise, this engagement will terminate upon the completion of the legal services described above.

9. Miscellaneous. In the event of any dispute under or concerning this letter agreement or GDHM's representation of GCUWCD, the exclusive venue for any litigation shall be in Travis County, Texas. This engagement letter contains the entire agreement between GCUWCD and GDHM regarding this representation, and supersedes all previous agreements and understandings, if any, whether oral or written, regarding this representation. In agreeing to this engagement, GCUWCD agrees that it is not relying on any promise, statement, or representation by GDHM that is not contained in this letter. Note that the terms in this GDHM Engagement letter do not replace the terms of any other arrangements or engagement letters you may have with other GDHM attorneys.

To confirm GCUWCD's agreement to these terms of GDHM's representation, please sign this letter and return it to us. If this letter does not accurately describe the terms of this engagement and the services that GCUWCD believes GDHM has agreed to provide, please notify me immediately. Also, if you want more information or clarification, please contact me before you sign this letter.

A copy of this letter should be retained in your files. I look forward to working with you.

Very truly yours,

GRAVES, DOUGHERTY, HEARON & MOODY  
A Professional Corporation

By: Natasha Martin  
Natasha J. Martin

AGREED:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Bruce Tieken, Board President



Gonzales County UWCD					
Amended 2024-2025 Budget/Proposed 2025-2026 Budget					
GCUWCD EXPENSES					
CATEGORIES	24-25 ESTIMATED TO DATE	24-25 BUDGET	24-25 BUDGET AMENDMENTS	24-25 AMENDED BUDGET	25-26 PROPOSED BUDGET
<b>001 Payroll Expenses</b>					
Directors' Salary	\$12,600.00	\$15,000.00		\$15,000.00	\$ 15,000.00
Manager Salary	\$85,642.92	\$93,428.16		\$93,428.16	\$ 96,231.00
Office Aide Salary	\$23,278.63	\$37,811.03		\$37,811.03	\$ 47,520.00
Temporary (Office Aide)	\$1,235.16	\$2,170.00		\$2,170.00	\$ 2,170.00
Part Time Field Technician	\$24,770.82	\$25,750.00		\$25,750.00	\$ 26,522.50
Well Mitigation Manager	\$50,599.93	\$69,934.53		\$69,934.53	\$ 85,000.00
FICA (SS & Medicare)	\$15,156.49	\$ 17,359.66		\$ 24,721.34	\$ 19,528.42
State Unemployment	\$375.15	\$ 4,311.55		\$ 6,139.94	\$ 4,850.20
Workers Compensation	\$0.00	\$ 2,269.24		\$ 2,269.24	\$ 2,552.74
GCUWCD Retirement Match	\$2,804.45	\$ 4,900.88		\$ 4,900.88	\$ 5,436.93
Employee Health Insurance	\$5,053.16	\$21,000.00		\$21,000.00	\$ 41,400.00
Payroll Expense Total	\$221,516.71	\$293,935.05	\$0.00	\$303,125.11	\$ 346,211.79
<b>002 Operating Expenses</b>					
Association Dues	\$1,142.00	\$2,500.00		\$2,500.00	\$2,500.00
Education	\$45.94	\$700.00		\$700.00	\$700.00
Audit Fees	\$3,495.85	\$3,000.00	(\$500.00)	\$3,500.00	\$3,800.00
Marketing/Advertisement	\$1,711.75	\$1,500.00	(\$220.00)	\$1,720.00	\$2,000.00
Office Maintenance(Pest/Janitorial/AC)	\$406.00	\$2,000.00		\$2,000.00	\$2,000.00
Building Repair	\$8.64	\$2,000.00		\$2,000.00	\$2,000.00
Office Utilities (Trash/Water/Elec)	\$2,540.54	\$2,500.00	(\$500.00)	\$3,000.00	\$3,300.00
Office Building Insurance	\$3,262.08	\$4,000.00		\$4,000.00	\$1,228.00
Employee Insurance (TML/Dubose)	\$4,525.30	\$4,600.00		\$4,600.00	\$1,380.00
Equip. Rental (Ricoh Copy/Scan/Fax)	\$3,639.41	\$4,000.00		\$4,000.00	\$4,000.00
Equip Maintenance	\$0.00	\$300.00		\$300.00	\$300.00
Internet Access GVTC	\$1,199.40	\$1,980.00		\$1,980.00	\$1,980.00
Software Upgrades (ESRI/Quickbook)	\$3,674.92	\$3,500.00	(\$200.00)	\$3,700.00	\$3,800.00
IT Service (Virtualis Soltuions)	\$9,842.00	\$11,000.00		\$11,000.00	\$11,000.00
Electronic Data Storage (DropBox)	\$122.00	\$200.00		\$200.00	\$200.00
GoToMeeting (Online Meeting Host)	\$144.00	\$200.00		\$200.00	\$0.00
Consultant	\$10,513.28	\$30,000.00	\$2,230.00	\$27,770.00	\$30,000.00
Conservation Consultant	\$0.00	\$0.00		\$0.00	\$60,000.00
Legal		\$60,000.00		\$60,000.00	\$260,000.00
Lobbying	\$30,000.00	\$30,000.00		\$30,000.00	\$30,000.00
Hearing Procedures	\$0.00	\$15,000.00		\$15,000.00	\$15,000.00
Legal SOAH GBRA	\$60,366.20	\$80,000.00		\$80,000.00	\$0.00
Legal CRWA	\$0.00	\$0.00		\$0.00	\$0.00
Office Supplies	\$2,498.28	\$2,000.00	(\$500.00)	\$2,500.00	\$3,000.00
Postage	\$893.56	\$700.00	(\$200.00)	\$900.00	\$700.00
Published Notices	\$3,106.16	\$3,000.00	(\$110.00)	\$3,000.00	\$3,000.00
Telephone/Cell Phones	\$3,539.59	\$4,000.00		\$4,000.00	\$4,000.00
Travel and Meetings	\$4,833.54	\$7,500.00		\$7,500.00	\$7,500.00
Vehicle Mileage	\$12,810.67	\$15,000.00		\$15,000.00	\$18,000.00
Website Maintenance	\$499.00	\$500.00		\$500.00	\$590.00
Database Hosting (Half)	\$5,500.00	\$5,500.00		\$5,500.00	\$7,500.00
Operating Expense Total	\$170,320.11	\$297,180.00	\$0.00	\$297,070.00	\$479,478.00
<b>003 Capital Outlay Expenses</b>					
Lab/Field Equipment	\$578.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Office Equipment	\$2,669.34	\$3,000.00	\$3,000.00	\$3,000.00	\$8,000.00
Reference Materials	\$0.00	\$0.00		\$0.00	\$0.00
Well Camera	\$17,550.00	\$0.00	-\$17,500.00	\$17,550.00	\$0.00
Well Camera Trailer & Equipment	\$0.00	\$0.00		\$0.00	\$8,000.00
Well Trailer & Camera Insurance	\$0.00	\$0.00		\$0.00	\$2,100.00
Capital Outlay Expense Total	\$20,797.34	\$6,000.00	-\$11,500.00	\$23,550.00	\$21,100.00
<b>004 Project Expenses</b>					
Groundwater Testing & GW Fair	\$4,927.11	\$6,500.00		\$6,500.00	\$6,500.00
WL Recorder Equip. & Maintenance	\$170.67	\$2,000.00	\$1,500.00	\$2,000.00	\$2,000.00
Well Plugging Program	\$36,944.41	\$75,000.00		\$75,000.00	\$175,000.00
Well Inspection Program	\$2,173.83	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00
Election Expenses	\$0.00	\$0.00		\$0.00	\$15,000.00
Post Modeling VS Actual Report	\$23,543.00	\$20,000.00	(\$3,600.00)	\$23,600.00	\$5,000.00
Eastern Drawdown Report	\$0.00	\$32,000.00		\$32,000.00	\$32,000.00
Subsidence Probability	\$0.00	\$12,000.00	\$1,808.28	\$10,191.72	\$12,000.00
Leased Property Audit	\$1,012.00	\$7,500.00		\$7,500.00	\$7,500.00
Carrizo Outcrop Census	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00
Aquifer Interaction Study	\$63,208.28	\$25,000.00	(\$38,208.28)	\$63,208.28	\$0.00
Recharge Enhancement Study	\$0.00	\$0.00		\$0.00	\$85,000.00
Local Model for Permitting 1 of 2	\$0.00	\$0.00		\$0.00	\$120,000.00
Conservation Program	\$0.00	\$0.00		\$0.00	\$250,000.00
Project Expense Total	\$131,979.30	\$230,000.00	\$11,500.00	\$230,000.00	\$775,000.00
<b>005 Tax Expenses</b>					
Appraisal District Budget Share/Tax Expense	\$2,492.04	\$3,271.83		\$3,271.83	\$3,271.83
Tax Expense Total	\$2,492.04	\$3,271.83	\$0.00	\$3,271.83	\$3,271.83
TOTAL ALL EXPENSES	\$547,105.50	\$830,386.88	\$0.00	\$857,016.94	\$1,625,061.62
GCUWCD INCOME					
CATEGORIES	24-25 ESTIMATED TO DATE	24-25 BUDGET	24-25 BUDGET AMENDMENTS	24-25 AMENDED BUDGET	25-26 PROPOSED BUDGET
<b>006 Tax Collection</b>					
Current Tax	\$138,184.35	\$148,113.15		\$148,113.15	\$139,137.89
Delinquent Tax	\$1,971.73	\$0.00		\$0.00	\$0.00
Penalty & Interest	\$1,463.50	\$0.00		\$0.00	\$0.00
Less Commission	(\$2,149.57)	(\$2,000.00)		(\$2,000.00)	(\$2,200.00)
Less Tax Refunds	\$180.96	\$0.00		\$0.00	\$0.00
Tax Collection Total	\$139,650.97	\$146,113.15	\$0.00	\$146,113.15	\$136,937.89
<b>007 Fees, Interest, Reimbursement</b>					
Miscellaneous Income	\$980.04	\$0.00		\$0.00	\$0.00
Permit Fees	\$468.00	\$0.00		\$0.00	\$0.00
Export Fee	\$ 239,757.58	\$186,368.26		\$186,368.26	\$188,608.47
Negotiated Fee(CRWA/GBRA/ARWA)	\$ 290,640.04	\$290,447.31		\$290,447.31	\$319,704.04
Interest Earned	\$89,484.28	\$45,000.00		\$45,000.00	\$65,000.00
Fees and Interest Total	\$621,329.94	\$521,815.57	\$0.00	\$521,815.57	\$573,312.51
<b>008 Transfer From Prior Year Funds</b>					
Transfer Total	\$0.00	\$190,000.00		\$190,000.00	\$145,000.00
TOTAL ALL FUNDING	\$760,980.91	\$857,928.72	\$0.00	\$857,928.72	\$710,250.40
DEFICIT/SURPLUS					
	\$213,875.41	\$27,541.84		\$911.78	(\$914,811.22)
ANTICIPATED CASH ON HAND					
Estimated Cash on Hand FYE 24-25					\$2,223,778.30
Cash on Hand to Cover Expenses					\$0.00
Budget Surplus/Deficit FY 25-26					\$801.78
Total 2025-2026 FYE					\$2,224,580.08



<b>CATEGORIES</b>	<b>24-25 BUDGET</b>	<b>25-26 PROPOSED BUDGET 3% Increase</b>	<b>5% Increase</b>	<b>7% Increase</b>	<b>10% Increase</b>	<b>Agreed Wage at Hire After Probationary Period</b>
<b>001 Payroll Expenses</b>						
Directors' Salary	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$15,000.00	
Manager Salary	\$93,428.16	\$ 96,231.00	\$ 98,099.57	\$ 99,968.13	\$ 102,770.98	
Office Aide Salary	\$37,811.03	\$ 38,945.36	\$ 39,701.58	\$ 40,457.80	\$ 41,592.13	\$ 47,520.00
Temporary (Office Aide)	\$2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$2,170.00	
Part Time Field Technician	\$25,750.00	\$ 26,522.50	\$ 27,037.50	\$ 27,552.50	\$ 28,325.00	
Well Mitigation Manager	\$69,934.53	\$ 72,032.57	\$ 73,431.26	\$ 74,829.95	\$ 76,927.98	\$ 85,000.00
FICA (SS & Medicare)	\$ 24,721.34	\$ 17,880.45	\$ 18,227.65	\$ 18,574.84	\$ 26,457.30	
State Unemployment	\$ 6,139.94	\$ 4,440.90	\$ 4,527.13	\$ 4,613.36	\$ 6,571.09	
Workers Compensation	\$ 2,269.24	\$ 2,337.31	\$ 2,382.70	\$ 2,428.08	\$ 2,496.16	
GCUWCD Retirement Match	\$ 4,900.88	\$ 5,047.91	\$ 5,145.92	\$ 5,243.94	\$ 5,390.97	
Employee Health Insurance	\$21,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$24,000.00	
<b>Payroll Expense Total</b>	<b>\$303,125.11</b>	<b>\$ 304,608.00</b>	<b>\$ 309,723.31</b>	<b>\$ 314,838.61</b>	<b>\$331,701.62</b>	

**Gonzales County Underground Water Conservation District  
Fiscal Year 2025 - 2026 Negotiated Fee Estimate**

**SSLGC EXPORT FEE**

SSLGC 2025 Estimate = 11,314.20 ac-ft = 3,686,746,000 gal/1,000 gal x 0.025= **\$92,168.65**

**SAWS EXPORT FEE**

SAWS 2025 Estimate = 11,687 ac-ft = 3,770,461,023 gal/1,000 gal x 0.025= **\$94,261.53**

**AQUA WSC EXPORT FEES**

2022	2023	2024		
\$2,750.00	\$3,262.00	\$2,977.87	(avg. = \$2,961.00)	<b>\$2,178.29</b>
<b>Actual Total Est. Transport Fees</b>				<b>\$188,608.47</b>

**CRWA EXPORT FEE**

CRWA 2025 Estimate = 8320.05 ac-ft = 2,711,096,613 gal/1,000 gal x 0.025= **\$67,777.42**

**ARWA EXPORT FEE**

ARWA 2025 Estimate = 6,600 ac-ft = 2,150,616,600 gal/1,000 gal x 0.025= **\$53,765.42**

**GBRA EXPORT FEE**

GBRA 2025 Estimate = 10,000 ac-ft = 3,258,510,000 gal/1,000 gal x 0.025= **\$81,462.75**

**Potential Change \$203,005.58**

**Potential Total Est. Transport Fees \$391,614.05**

**GCUWCD 2025-2026 BUDGET**

**\$775,000.00**

**GCUWCD 2025-2026 PROPOSED TAXES**

**\$139,137.89**

**CRWA/ARWA/GBRA NEGOTIATED FEE**

Negotiated Fee = GCUWCD Budget - (SSLGC + SAWS + AQUA Fees) - Taxes

**\$447,253.64**

	<b>Budgeted FY 2025-2026</b>	<b>FY 2024- 2025</b>	<b>FY 2025-2026 + 10%</b>
CRWA (23.8%) =	\$106,446.37	\$69,126.46	<b>\$76,039.11</b>
ARWA (33.3%) =	\$148,935.46	\$96,911.68	<b>\$106,602.85</b>
GBRA (42.9%) =	\$191,871.81	\$124,601.90	<b>\$137,062.09</b>
	<b>\$447,253.64</b>	<b>\$290,640.04</b>	<b>\$319,704.04</b>

1. XX agrees to make an annual payment to the District in the amount of 22.8% ("XX's Percentage Share") of the District's annual budget, less the amount of export fees due for that budget year from exporters whose permits or authorizations were issued or approved by the District prior to November 12, 2012 ("Existing Permittees"), and less ad valorem taxes due for that budget year. This amount is the negotiated export fee between XX and the District (the "XX Export Fee").

2. Beginning in 2013 and continuing annually during the term of this Agreement, the District will notify XX no later than August 31 of each calendar year of the amount of the XX Export Fee. XX will remit payment of the XX Export Fee to the District on or before October 1<sup>st</sup> of each calendar year.



**Gonzales County UWCD  
2024-2025 Amended Budget  
2025-2026 Proposed Budget  
Western Mitigation Fund**

<b>GCUWCD EXPENSES</b>					
<b>CATEGORIES</b>	<b>24-25 ESTIMATED TO DATE</b>	<b>24-25 BUDGET</b>	<b>24-25 BUDGET AMENDMENTS</b>	<b>24-25 AMENDED BUDGET</b>	<b>25-26 PROPOSED BUDGET</b>
<b>002 Operating Expenses</b>					
Audit Fees	\$2,933.32	\$3,000.00		\$3,000.00	\$3,000.00
Legal	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
<b>Operating Expense Total</b>	<b>\$2,933.32</b>	<b>\$5,500.00</b>	<b>\$2,500.00</b>	<b>\$5,500.00</b>	<b>\$5,500.00</b>
<b>003 Capital Outlay Expenses</b>					
Field Equipment	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Office Equipment	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
<b>Capital Outlay Expense Total</b>	<b>\$0.00</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>	<b>\$0.00</b>	<b>\$3,500.00</b>
<b>004 Project Expenses</b>					
Ground Water Testing	\$3,300.00	\$2,500.00	(\$800.00)	\$3,300.00	\$2,500.00
Well Mitigation (contractors)	\$301,575.64	\$175,000.00	(\$126,575.64)	\$301,575.64	\$175,000.00
<b>Project Expense Total</b>	<b>\$304,875.64</b>	<b>\$177,500.00</b>	<b>(\$127,375.64)</b>	<b>\$304,875.64</b>	<b>\$177,500.00</b>
<b>TOTAL ALL EXPENSES</b>	<b>\$307,808.96</b>	<b>\$186,500.00</b>	<b>(\$121,375.64)</b>	<b>\$310,375.64</b>	<b>\$186,500.00</b>
<b>GCUWCD INCOME</b>					
<b>CATEGORIES</b>	<b>24-25 ESTIMATED TO DATE</b>	<b>24-25 BUDGET</b>	<b>24-25 BUDGET AMENDMENTS</b>	<b>24-25 AMENDED BUDGET</b>	<b>25-26 PROPOSED BUDGET</b>
<b>005 Export Fee Surcharges</b>					
CRWA	\$43,897.82	\$58,223.20		\$58,223.20	\$47,444.19
SSLGC	\$74,309.10	\$64,518.00		\$64,518.00	\$64,518.06
SAWS	\$51,819.58	\$61,352.00		\$61,352.00	\$65,983.07
<b>Initial Payment Total</b>	<b>\$170,026.50</b>	<b>\$184,093.20</b>	<b>\$0.00</b>	<b>\$184,093.20</b>	<b>\$177,945.31</b>
<b>007 Fees, Interest, Reimbursement</b>					
Mitigation Fund MM	\$2,902.02	\$200.00		\$200.00	\$2,500.00
<b>Interest Total</b>	<b>\$2,902.02</b>	<b>\$200.00</b>	<b>\$0.00</b>	<b>\$200.00</b>	<b>\$2,500.00</b>
<b>Transfer Total</b>			<b>\$75,500.00</b>		<b>\$180,445.31</b>
<b>TOTAL ALL FUNDING</b>					
<b>DEFICIT/SURPLUS</b>					<b>(\$6,054.69)</b>

Estimated Cash on Hand FYE 24-25	<b>-\$75,500.00</b>	\$6,739.65
Budget Surplus/Deficit		<b>(\$6,054.69)</b>
<b>ANTICIPATED CASH ON HAND</b>		
<b>TOTAL 2025- 2026 FYE</b>		<b>\$684.96</b>



**Gonzales County UWCD  
2024-2025 Amended Budget  
2025- 2026 Proposed Budget  
Eastern Mitigation Fund**

GCUWCD EXPENSES					
CATEGORIES	24-25 ESTIMATED TO DATE	24-25 BUDGET	24-25 BUDGET AMENDMENTS	24-25 AMENDED BUDGET	25-26 PROPOSED BUDGET
<b>002 Operating Expenses</b>					
Audit Fees	\$2,933.32	\$3,000.00	\$0.00	\$3,000.00	\$3,500.00
Legal	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
Operating Expense Total	\$2,933.32	\$5,500.00	\$0.00	\$5,500.00	\$6,000.00
<b>003 Capital Outlay Expenses</b>					
Field Equipment	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
Office Equipment	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
Capital Outlay Expense Total	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00
<b>004 Project Expenses</b>					
Groundwater Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Well Mitigation (contractors)	\$10,755.00	\$282,000.00	\$0.00	\$282,000.00	\$379,388.27
Project Expense Total	\$10,755.00	\$282,000.00	\$0.00	\$282,000.00	\$370,000.00
<b>TOTAL ALL EXPENSES</b>	<b>\$10,755.00</b>	<b>\$287,500.00</b>	<b>\$0.00</b>	<b>\$287,500.00</b>	<b>\$380,000.00</b>
GCUWCD INCOME					
CATEGORIES	24-25 ESTIMATED TO DATE	24-25 BUDGET	24-25 BUDGET AMENDMENTS	24-25 AMENDED BUDGET	25-26 PROPOSED BUDGET
<b>006 Export Fee Surcharges</b>					
ARWA	\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$37,635.79
GBRA	\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$57,023.93
Export Fee Surcharge Total	\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$94,659.72
<b>007 Fees, Interest, Reimbursement</b>					
Mitigation Fund MM	\$4,215.93	\$1,500.00	\$0.00	\$1,500.00	\$4,300.00
Interest Total	\$4,215.93	\$1,500.00	\$0.00	\$1,500.00	\$4,300.00
<b>TOTAL ALL FUNDING</b>					<b>\$98,959.72</b>
<b>DEFICIT/SURPLUS</b>					<b>(\$281,040.28)</b>

Estimated Cash on Hand FYE 24-25	\$284,728.55
Budget Surplus/Deficit	(\$281,040.28)
<b>ANTICIPATED CASH ON HAND</b>	
<b>TOTAL 2025 - 2026 FYE</b>	<b>\$3,688.27</b>

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE  
GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT  
AND THE  
GUADALUPE COUNTY GROUNDWATER CONSERVATION DISTRICT**

This Interlocal Cooperation Agreement (this "Agreement") is entered to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Gonzales County Underground Water Conservation District ("Gonzales County UWCD") and the Lost Pines Groundwater Conservation District ("Lost Pines GCD") (individually, "Party" or "District" and, collectively, the "Parties" or "both Districts"), for the purposes and mutual benefits to be derived by the Parties as described herein.

**I.  
RECITALS**

**WHEREAS**, the Lost Pines GCD is a groundwater conservation district and a body politic and corporate, created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas; its enabling act, Special District Local Laws Code, Chapter 8849; Water Code Chapter 36 ; and the applicable, general laws of the State of Texas;

**WHEREAS**, the Gonzales County UWCD is an underground water conservation district and a body politic and corporate, created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas; Texas Water Code Chapter 36; by Order of the Texas Commission on Environmental Quality on November 19, 1993; and the applicable, general laws of the State of Texas;

**WHEREAS**, the Parties recognize that the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code encourages local governments to collaborate and enter arrangements such as this Agreement to increase the efficiency and effectiveness of carrying out their respective statutory duties;

**WHEREAS**, the Parties find it to their mutual advantage and to the benefit of their constituents to coordinate their statutory duties related to scientific data collection and the associated management of groundwater resources that underlie both districts, particularly within the context of mitigating the impacts of groundwater development;

**WHEREAS**, each district has developed a well monitoring program and intends to make additional investment in their respective well monitoring programs for the purpose of collecting scientific data on the conditions of aquifers that underlie both districts;

**WHEREAS**, the Parties recognize the advantage of collaborating to share data and other site-specific information from their monitoring wells to ensure both districts have access to the best available scientific information as contemplated by Chapter 36 of the Texas Water Code;

**WHEREAS**, the Parties acknowledge to cooperate and address shared challenges related to groundwater development and well operability, even when impacts extend beyond jurisdictional lines;

**WHEREAS**, it is understood that the relationship between the Lost Pines GCD and the Gonzales County UWCD at all times shall remain solely that of contractually obligated Parties and not be deemed a partnership or a joint venture.

**NOW THEREFORE**, in consideration of the mutual promises, obligations, and benefits to be derived by the Parties pursuant to this Agreement, each Party agrees as follows:

## **II. AGREEMENTS**

### **Section 1. Authorization and Purpose.**

1.1 Each Party represents and warrants to the other that each is fully authorized and empowered by applicable law, including the Interlocal Cooperation Act, Texas Government Code Chapter 791, to enter into this Agreement as a mutually beneficial and binding legal obligation.

1.2 The Parties enter into this Agreement to benefit from the cost efficiencies inherent in coordinating mitigating efforts to maintain the operability of wells significantly affected by groundwater development and from sharing access to information regarding the conditions of aquifers located beneath both districts and collected from the respective well monitoring programs of each of the Parties.

### **Section 2. Terms.**

2.1 The term of this Agreement shall be for a period of five (5) years, beginning on this Agreement's Effective Date.

2.2 Renewal of this Agreement is optional upon mutual agreement of the Parties.

### **Section 3. Consideration.**

3.1 In exchange for the benefits conferred by this Agreement, the Parties hereby agree to perform the following:

- (a) Sharing of information and coordination of monitoring efforts:
  - (i) Each district commits to share information regarding aquifer levels and other water quantities and quality data collected from the district's monitoring wells.
  - (ii) Each district shall make an effort to make its staff available upon request by the other Party for the purpose of sharing and reviewing information regarding data relevant to each Party's well monitoring program.
- (b) Monitoring access:
  - (i) Each district agrees to allow access to monitoring sites located within their jurisdictional boundary to the other district.
  - (ii) Access to a well-monitoring site under this section shall only be allowed if a staff member is present from the district in which the monitoring well is located.
- (c) Mitigation funding:
  - (i) Each district shall make an effort to share information on assessing the effects of drawdown on water wells to determine appropriate mitigation remedies, on conducting well mitigation, contracting, recordkeeping and reporting, and funds availability.
  - (ii) The Parties agree that an eligible area of mitigation will be within 10 miles of a production well field capable of producing greater than 3,000 ac-ft annually.
  - (iii) Eligible wells for mitigation must adhere to the adopted Mitigation Program or Manual by the District conducting the mitigation. This could include repairs, lowering existing pumps, replacement of pumps, drilling new wells, or finding an alternative water source.

(iv) The Parties agree to share the funding for the mitigation pro rata cost share of 80% to the District wherein the production well filed is located, and 20% to the neighboring District.

(v) Should funds availability be limited, the District reserves the right to complete mitigation within its boundaries prior to funding or servicing well mitigation outside of the District's jurisdiction.

(d) Notice:

The Parties hereby commit to providing reasonable notice to one another regarding the activities outlined in this Section.

#### **Section 4. Costs Associated with this Agreement.**

4.1 The Parties acknowledge that collaboration under the Agreement will require some level of time and limited resources, including but not limited to staff time and associated expenses of travel and copying. Each Party agrees and covenants to pay their own respective costs, including staff time, internal overhead, and any professional fees incurred in participating in this Agreement, including but not limited to hydrogeological services, engineering, other consulting, legal counsel, and maintenance and upkeep of the water wells in their respective district.

#### **Section 5. Liability.**

5.1 It is the intent of the Parties to each assume all liability for their own actions without providing indemnification to any other person or Party. To the extent authorized by law, each Party, as to each other, shall hold harmless the other Party and its officers, agents and employees, for all suits, actions, proceedings, losses, damages, costs, expenses, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs and attorney fees for injury or death to any person, or injury to any property, arising out of, or occasioned by, the acts of the other Party or its agents or employees, in the execution or performance of this Agreement, unless the action or inaction is grossly negligent or otherwise outside the jurisdiction of the other Party.



## **Section 6. Assignment and Modification.**

6.1 Neither Party shall assign this Agreement or any interest therein without first obtaining the prior written consent of the other Party. An assignment without prior written consent shall be void and shall, at the option of the other Party, terminate this Agreement.

6.2 The provisions of this Agreement may be modified or altered only by written agreement of all the Parties.

## **Section 7. Addresses and Notice.**

7.1 Service of all notices under this agreement shall be sufficient if given personally or by certified mail to the Party involved along with a courtesy email using the respective addresses set forth below. Any changes to the contact address must be provided in writing. Notice shall be effective when deposited in the United States mail, certified, duly addressed, and with postage prepaid. In addition to written notice, the Parties will make an effort to communicate by telephone about matters requiring notice and other business using phone numbers informally exchanged among the Parties' representatives.

### **IF TO THE GUADALUPE COUNTY GCD, to:**

Lost Pines Groundwater Conservation District  
Attention: Board President and General Manager  
317 E. Hempstead Street  
Giddings, Texas 78942  
[elvis@lostpineswater.org](mailto:elvis@lostpineswater.org)

### **IF TO THE GONZALES COUNTY UWCD, to:**

Gonzales County Underground Water Conservation District  
Attention: Board President and General Manager  
522 Saint Matthew Street  
PO Box 1919  
Gonzales, Texas 78629  
[generalmanager@gcuwcd.org](mailto:generalmanager@gcuwcd.org)

## **Section 8. Severability.**

8.1 The provisions of this Agreement are severable, and if any provision or part of this Agreement or subsequent memoranda or the application thereof to any person or circumstance shall ever be held to be invalid or unconstitutional for any reason, the remainder

of this Agreement, or memoranda, and the application of such provision shall not be affected. In the event that a portion declared invalid shall frustrate the purpose of this Agreement, the entire Agreement shall be declared invalid.

**IN WITNESS WHEREOF**, the Parties hereto, acting, under the authority of the respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, effective on the \_\_\_\_ day of \_\_\_\_\_, 2025.

AGREED UPON AND APPROVED BY:

**LOST PINES GROUNDWATER CONSERVATION DISTRICT**

Attest:

\_\_\_\_\_  
Kathryn Rogers  
Acting President, Board of Directors

\_\_\_\_\_  
Michael Simmang  
Secretary-Treasurer, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT**

Attest:

\_\_\_\_\_  
Bruce Tieken  
President, Board of Directors

\_\_\_\_\_  
Barry Miller  
Secretary, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Synergisdic

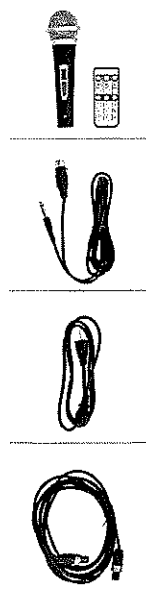
New Email	Licenses	Basic Business License	Business Standard (Office Apps Included)
Each Monthly	\$22.00	\$6.30	\$13.13
Total Annual	\$110.00	\$75.60	\$157.56
SaaS Protect and SCUD \$3 & \$8 (Required)	\$25.00 & \$30.00	\$9.30 & \$14.30	\$16.13 \$21.13
New Total Annual	\$300.00 & \$360.00	\$111.60 & \$171.60	\$193.56 & \$253.56

## Tablets:

Apple iPad 9.7 in. with WiFi 32GB- Space Gray (2017 Model) (Renewed)	Apple iPad Air 2, 16 GB, Space Gray (Renewed)	DOOGEE U10 Android 15 Tablet, 10-in. 16GB	Android 15 Tablet, 10 in. 18GB+128GB ROM/2TB Expandable Tablet touch screen with keyboard case mouse stylus (black)
Refurbished – Excellent	Refurbished – Excellent	2025- New	New
Currently on sale for \$90.00	\$80.00	Currently on sale for \$79.96	\$64.97
Total of \$450.00 plus tax	Total of \$400.00 plus tax	Total of \$399.80 plus tax	Total of \$324.85 plus tax

## Speaker system option 1:

GOFLAME All-in-one Bluetooth loud speaker set of 2, 2000W Active 3-way 6.5” with height adjustable stand, USB/SD card readers
Comes with 1 active speaker, 1 passive speaker, 1 wired microphone, a wireless remote control, a 16ft length speaker cable
New
\$259.99 plus tax
4.2/5 stars



### Speaker system option 2:

QFX PBX-800TWS 8-inch TWS  
Bluetooth stereo PA system

Comes with 2 microphones 2  
speakers, 2 stands and a remote control

New

\$123.00 plus tax

3.6/5 stars



### Speaker system option 3:

GTSK8-2 Portable Bluetooth PA  
speaker system- rechargeable  
sound speaker and microphone  
set with MP3 USB-C, TWS  
pairing. 10 hr rechargeable  
battery

Comes with 2 microphones 1  
speaker, RCA cable, 3.5mm  
audio cable, tablet stand

New

\$145.99 plus tax

4.4/5 stars



## Speaker system option 4:

Professional portable all-in-one 2-way PA system suitcase-style design w/ 8-channel mixer and 2x speaker stands, Bluetooth, microphone, remote control

Comes with 2 eight in. two-way stereo speakers, 1 eight channel self powered detachable mixer, 2 foldable speaker stands, 1 six foot speaker cable, 1 wired microphone, 1 wireless remote control, 116.39 ft microphone cable

New

\$386.99 plus tax

4/5 stars





1) Amend Rule 4 – Registration of Water Wells, by adding a new subsection E to read as follows:

E. Open Loop Geothermal recovery wells.

2) Amend Rule 6.A, 6.B and 6.D – Annexation into District Boundaries to read as follows:

A. Annexed water wells are ~~subject to exempt from~~ permitting requirements, spacing, and production limitations in the District's rules.

B. Export of water outside the District from annexed water wells that serve as public water utility supply wells shall ~~be limited to 5,000 acre-feet of water per year in the aggregate and shall~~ pay a fee to the District in accordance with Section 36.122(e-2), Water Code. The export fee rate will be included in the District's fee schedule established by Board resolution. Export fees will be assessed monthly based on the amount of groundwater exported from the District in the preceding month. Monthly fees are due in the District office by the 30th day of the following month. If the amount of groundwater produced and exported is not metered during the month reported, or if any meter fails during that month, the fee shall be based on 1/12 of the annual authorized export permit amount.

D. A registered water well that qualifies for an exemption under this section shall be afforded the same rights as any other permitted ~~or registered~~ water well in the District.

3) Amend Rule 8.B – Historic Use Status to read as follows:

B. Authorization issued by the District for groundwater withdrawals for a specified amount and type of use from a ~~registered water well~~, permitted non-exempt water well, or registered exempt use water well existing and operational prior to or on January 1, 2009, shall be designated under a historic use status certification and subject to any and all applicable rules, regulations, protection, and requirements set forth by the District.

4) Amend Rule 10.B – Application for Drilling and Operating Permits

B. An application for a drilling permit or a permit amendment is subject to spacing and production limitations relative to any approved or pending permit or existing registered ~~exempt use water wells-well~~.

5) Amend Rule 10.D.11 Application for Drilling and Operating Permits to read as follows:

11. The name and address of all existing, ~~and~~ registered exempt use water well owners and permitted well owners within one-half mile of the proposed water well as shown in the records of the District;



6. Amend Rule 10.E.3 – Application for Drilling and Operating Permits to read as follows:

3. In order to ensure no unreasonable effects on existing groundwater and surface water resources or existing permit holders, the District shall require a mitigation plan, acceptable to the District, to be included in the application to mitigate the effects of the drawdown of artesian pressure or the level of the water table upon the registered exempt use water well owners or permitted well owners potentially affected by the proposed that water well or wells. The plan shall include but not be limited to:

- a. The actions and procedures to be taken by the holder of the drilling and operating permit in the event that pumping causes the water level in a registered exempt use water well or permitted well to drop to an unacceptable level in accordance with the GCUWCD Mitigation Manual section 4.0 Assessing Drawdown Effects on Wells.
- b. The actions and procedures to be taken by the holder of the drilling and operating permit in the event that the pumping from the permitted well causes the water to become objectionable or renders the water unusable to a registered exempt use water well or permitted well owner. or renders the water unusable to a registered exempt use water well owner or permitted well owner.
- c. The actions and procedures to be taken by the holder of the drilling and operating permit in the event that pumping causes the well casing or equipment to be damaged so that the recorded quality or quantity of water cannot be produced by the registered exempt use water well owner or permitted well owner.
- d. The plan shall also include measures to be taken in cases where the reduction of artesian pressure or water level causes an emergency to arise which may threaten human or animal health, safety, or welfare.
- e. The plan shall also contain a specifically enumerated time schedule for the execution of the mitigation plan.

7. Amend Rule 11A.4 – Issuance of Drilling and Operating Permits is amended to read as follows:

4. The proposed use of water unreasonably affects existing groundwater or surface water resources or existing Permit Holders, and registered exempt use water wells.

8. Rule 15.D.2 – Exportation of Groundwater from the District is amended to read as follows:

2. The projected effect of the proposed transfer on aquifer conditions, depletion, subsidence, or effects on existing permit holders, ~~registered exempt use water wells~~, or other groundwater users within the District; and

9. Rule 27.B – Enforcement of Rules is amended to read as follows:

B. The ~~Board by rule may set reasonable~~ civil penalties for breach of any rule of the District ~~may~~ not to exceed ~~\$25,000 \$10,000~~ per day per violation, and each day of a continuing violation constitutes a separate violation in accordance with Chapter 36.102 of the Texas Water Code. (See Appendix A).

10. Rule 27.F – Enforcement of Rules is amended to read as follows:

F. Permitted transportation facilities which fail to comply with these rules may be subject to a civil penalty ~~to be determined by the Board~~ not to exceed ~~\$25,000 \$10,000~~ per day of violation and each day of continued violation constitutes a separate violation.

**GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT DRILLING AND  
PRODUCTION APPLICATION FORM**

**Purpose for the Application**

Permit Type: ☐ Drill New      ☐ Equip New      ☐ Re-work      ☒ Re-equip  
☐ Alter

Proposed Use: ☒ Irrigation      ☐ Public Supply      ☐ Industrial      ☐ Injection  
☐ Other (specify)

Replacement Well; please briefly explain: \_\_\_\_\_

Existing well; please briefly explain: \_\_\_\_\_

Has any part of the water rights of the property for this well been leased, sold, or transferred?

☐ Yes    ☒ No

**Applicant Information**

Name: MICHAEL TUCH      Phone: 830-857-5316

Address: 211 N TITCOMB

City: GONZALES      State: TX      Zip: 78629

**Well Location Information**

If this well is in, or will be in, a subdivision, please provide subdivision name: \_\_\_\_\_

Well is located in:      ☒ Gonzales County      ☐ Caldwell County

Physical Address: \_\_\_\_\_

Parcel/Property ID: \_\_\_\_\_ Landowner name: \_\_\_\_\_

Well Coordinates:    Latitude: 29.52502      Longitude: -97.375419

Well Address/Location: CR 228

This well is located: 480 ft from the nearest property line.

*List all other wells located on the property upon which this well is to be located and all wells located on the contiguous acres which shall be considered for the production of this well.*

*Attach a map of all property owners adjacent to the property upon which this well will be located and list all owners of the property as recorded in the Gonzales County or Caldwell County tax rolls and identify all well owners located on the adjacent properties.*

**GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT DRILLING AND  
PRODUCTION APPLICATION FORM**

**Well Construction/Completion Information**

Name of Driller: \_\_\_\_\_ Driller Company: \_\_\_\_\_

Driller License No.: \_\_\_\_\_

Proposed/Completed Depth of Well: 2200 Aquifer: Carriizo

Drilling Start Date: \_\_\_\_\_

Proposed/Completed Casing Size: \_\_\_\_\_ in dia. \_\_\_\_\_

Proposed/Completed Screen/Perforation Depths: \_\_\_\_\_ ft \_\_\_\_\_ ft \_\_\_\_\_ ft \_\_\_\_\_ ft

*If the well is to be drilled, completed or equipped such that it will require an exception to the District's spacing and production rules, attach a brief statement describing the reasons for the exception.*

**Well Production Information**

Total Contiguous Acres within Management Area Owned/Leased by Applicant: 276 acres  
Total

Amount of Water requested in Permit Application: 276 ac-ft/yr

Maximum well pumping capacity based on fence line spacing chart: 480 gpm

Describe the existence of any circumstances or conditions under which the proposed production of groundwater at the Maximum Amount Groundwater Withdrawal Amount requested above will unreasonably affect existing groundwater or surface water resources or existing holders of permits issued by the District : \_\_\_\_\_

*Production for peaking is allowed to exceed the well permitted capacity in any monthly period, however, the actual calendar year production from January 1<sup>st</sup> and ending on December 31<sup>st</sup> shall not exceed the permitted production for that year.*

**Certification**

Applicant agrees that the water produced/withdrawn from the proposed well(s) will be put to beneficial use at all times. ☒ Yes ☐ No

Applicant hereby agrees to comply with the District's Rules. ☒ Yes ☐ No

Applicant hereby agrees to comply with the District's Management Plan. ☒ Yes ☐ No

Applicant has attached a water well closure plan. ☐ Yes ☒ No

If the water well closure plan is not attached, applicant hereby agrees to comply with well plugging guidelines and report closure to the District and appropriate state agencies. ☒ Yes ☐ No

Applicant hereby agrees to equip permitted well(s) with a flow measurement device as required under the District's Rules. ☒ Yes ☐ No



**GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT DRILLING AND  
PRODUCTION APPLICATION FORM**

Applicant hereby agrees to avoid waste and achieve water conservation. ☒ Yes ☐ No

*Complete form and submit, along with an application fee of \$100.00, per application, to the GCUWCD office, located at 522 Saint Matthew Street Gonzales, TX 78629, or mail to P.O. Box 1919 Gonzales, Tx 78629. Additional information or explanations may be attached. An application for well registration must be submitted prior to, or with this application unless applicant is only requesting a change in allocation. All information on the application for new well registration is incorporated by reference in this application for an operating permit.*

**District Use Only**

Received: 07/28/2025 Invoice #: —  
Approved By: [Signature] District ID: 4217  
Scanned by: [Signature]

**Acknowledgments**

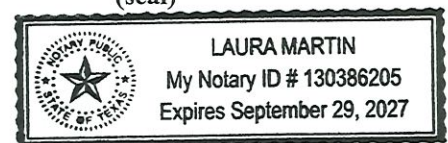
I agree that this well will be drilled within 50 feet of the location specified, and that I will furnish the District a complete State of Texas Well Report and any geophysical log that might be made within 60 days of completion of this well. I agree to abide by the District Rules, Management Plan, and orders of the Board of Directors. Furthermore, I agree not to produce this well in a wasteful manner.

Signature of Applicant: [Signature]

Date: 7/28/2025

State of Texas  
County of Gonzales

(seal)



Sworn to and subscribed before me  
this 28 day of July, 20 25.

Notary Signature: [Signature]



**NOTICE OF PERMIT APPLICATION  
TO  
RE-EQUIP WATER WELL  
FOR  
IRRIGATION SUPPLY USE**

**Filed By  
Michael Tuch**

**Mr. Michael Tuch has submitted an application for a permit to the Gonzales County Underground Water Conservation District (GCUWCD) to re-equip an existing oil & gas well-performed for water well irrigation supply use. The proposed irrigation supply well is located approximately 5.83 miles NE of Gonzales on CR 228 about halfway between State Highway 97 and Farm to Market 532 in Gonzales County. Mr. Tuch proposes producing approximately 276-acre feet of groundwater per year at a maximum pumping rate of 480 gallons per minute. The well will be completed in the Carrizo Aquifer.**

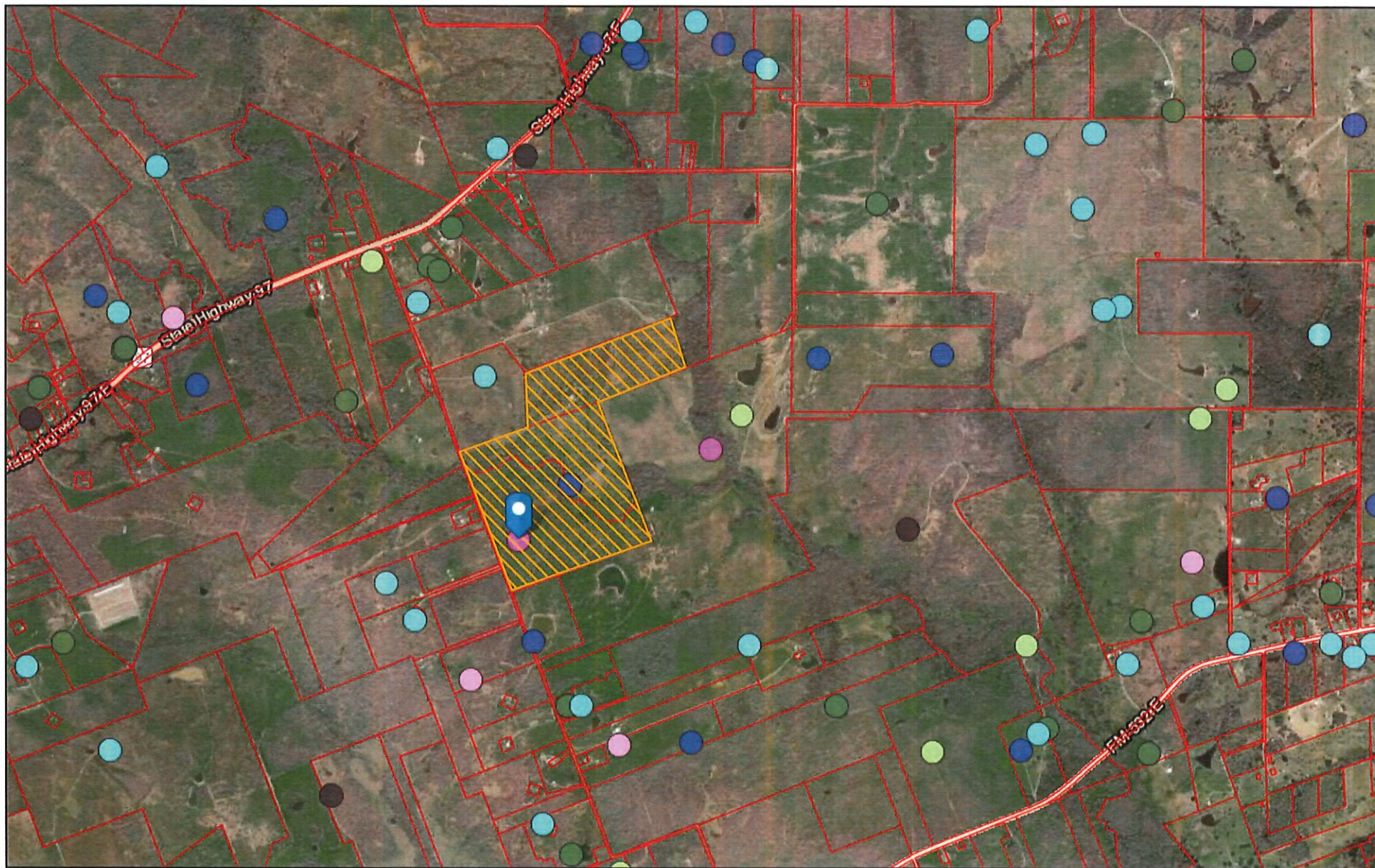
**The GCUWCD Rules in effect at the time of this permit application submittal are the June 10, 2025, Rules. Permit notice and hearing procedures are included in Rule 24. Copies of the GCUWCD's June 10, 2025, rules are available at the GCUWCD office located at 522 Saint Matthew Street, Gonzales, Texas 78629 or online at the GCUWCD website [www.gcuwcd.org](http://www.gcuwcd.org). The GCUWCD phone number is 830-672-1047.**

**Interested persons may provide written comments to the GCUWCD on the proposed irrigation well permit application. The written comments must be filed within thirty (30) days of the date of publication of this notice and in accordance with Rule 24 of the rules of the GCUWCD. Comments should be submitted to the GCUWCD's General Manager at 522 Saint Matthew, P.O. Box 1919, Gonzales, Texas 78629.**

**If no comments are received by the end of the 30-day comment period, a public hearing may not be required and the Board may act on the permit application.**



# Michael Tuch Irrigation



August 1, 2025

drawGraphics\_poly

User drawn polygons

wellUseWells

Domestic

Industrial

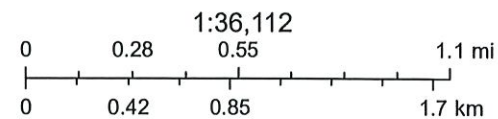
Irrigation

Livestock

Observation

Rig Supply

Gonzales County Appraisal District Parcels

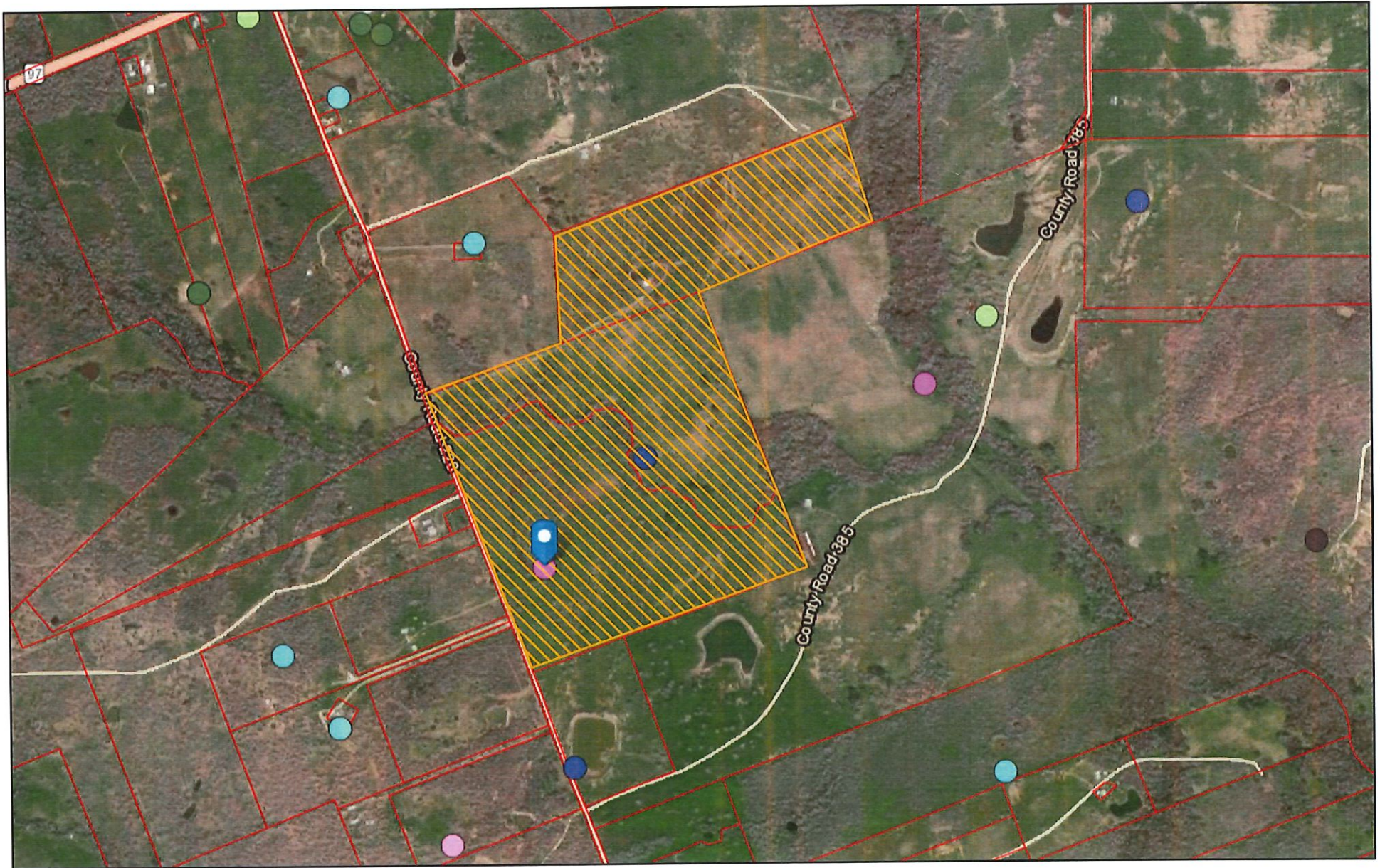


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Map User  
Copyright 2018



# Michael Tuch Irrigation



August 1, 2025

drawGraphics\_poly

User drawn polygons

wellUseWells

Domestic

Industrial

Irrigation

Livestock

Observation

Rig Supply

Gonzales County Appraisal District Parcels

1:18,056

0 0.13 0.25 0.5 mi  
0 0.2 0.4 0.8 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Maxar

Map User  
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**BAKER BOTTS** LLP

401 SOUTH 1ST STREET  
SUITE 1300  
AUSTIN, TEXAS  
78704-1296

TEL +1 512.322.2500  
FAX +1 512.322.2501  
BakerBotts.com

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RIYADH  
SAN FRANCISCO  
SINGAPORE  
WASHINGTON

September 8, 2025

VIA EMAIL AND U.S. MAIL

Laura Martin, General Manager  
Gonzales County Underground Water Conservation District  
522 Saint Matthew Street  
P.O. Box 1919  
Gonzales, TX 78629

Samia R. Broadaway  
TEL: 512.322.2676  
FAX: 512.322.3676  
samia.broadaway@bakerbotts.com

Re: Comment on New Application to Produce Irrigation Water from Carrizo Aquifer

Dear Ms. Martin:

On August 7, 2025, the *Gonzales Inquirer* carried a notice, filed by Michael Tuch, of an “Application to Re-Equip Water Well for Irrigation Supply Use” (the “Irrigation Application”). The notice gave 30-days for public comment, consistent with District Rule 24A. The Guadalupe-Blanco River Authority (“GBRA”) hereby timely comments on that application.<sup>1</sup>

Texas law obligates the District to adopt and apply its rules fairly and equally to all permit applications and all permit applicants.<sup>2</sup> After denying GBRA’s requested amendments to Production Permit No. 11-16-17 and Export Permit No. 01-13-01 in June 2025, the District issued a written explanation of its denial at the end of July 2025. In that document, the District asserts that it denied GBRA’s amendments to produce additional groundwater from the Carrizo Aquifer because that production “is predicted to contribute to any failure to achieve the Desired Future Conditions (DFCs).” According to the District, any additional production, “*by definition*,” contributes to a failure to achieve the DFCs and “would cause unreasonable impacts to existing groundwater resources and existing permit holders.”<sup>3</sup> GBRA has repeatedly asked the District, in writing, to reconsider its erroneous decision on GBRA’s applications.<sup>4</sup>

<sup>1</sup> Tex. Gov’t Code § 311.014 (“If the last day of any period is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.”); *id.* § 311.002 (applying Code Construction Act to all statutes recodified after 1967, including Texas Water Code Ch. 36); Dist. Rule 27 (“All Rules duly adopted, promulgated and published by this District shall be enforced as provided for under Chapter 36, Texas Water Code”).

<sup>2</sup> Tex. Water Code § 36.122(c), (q); Tex. Const. art. 1, § 3 (equal-protection clause); *Mayhew v. Town of Sunnyvale*, 964 S.W.2d 922, 939 (Tex. 1998) (disparate treatment of similarly-situated parties violates equal-protection clause).

<sup>3</sup> See July 30, 2025 Final Decision on GBRA’s Applications to Amend Production Permit No. 11-16-17 and Export Permit No. 01-13-01 (emphasis added).

<sup>4</sup> See June 27, 2025 Motion for Rehearing; August 4, 2025 Supplement to Motion for Rehearing.



**BAKER BOTTS** LLP

Laura Martin, General Manager

- 2 -

September 8, 2025

A District decision to approve the Irrigation Application at the District's September 9, 2025 meeting would be inconsistent with the District's own interpretation of its rules and the Texas Water Code. Relevant facts include:

1. Procedurally, the Irrigation Application, like any other administratively complete application, must be scheduled for public hearing.<sup>5</sup> The District has not published a notice of public hearing, nor does the September 9, 2025 Board Meeting agenda indicate that the District will hold a public hearing on the Irrigation Application.

2. Substantively, the Irrigation Application, like GBRA's applications, requests authorization to produce additional groundwater from the Carrizo Aquifer. The Irrigation Application is therefore subject to the same considerations regarding producing groundwater as GBRA's production amendment application.<sup>6</sup>

3. However flawed, the District's July 2025 reasoning on GBRA's applications—specifically, its claim that any additional production, “by definition,” contributes to a failure to achieve the DFCs, causes unreasonable impacts to existing groundwater resources and existing permit holders, *and therefore must be denied*—cannot logically or legally apply to GBRA's applications but not the Irrigation Application.

4. Any decision to grant the Irrigation Application would provide additional evidence of the District acting in excess of its statutory authority and demonstrate that:

- The District denied GBRA's applications in violation of the Texas Water Code's explicit protections for out-of-district groundwater use because the Irrigation Application does not request export while GBRA's application to amend its export permit did;
- The District has effectively limited GBRA's groundwater rights to less than 0.37 acre-feet of production, per surface acre, per year, while all other permittees and applicants may produce 1 acre-foot of groundwater, per surface acre of land, per year, in accordance with the District's adopted rules;
- The District has unreasonably discriminated against GBRA and its privately-owned groundwater to preferentially authorize 267 acre-feet per year for irrigation use in Gonzales County instead of GBRA's requested, lawful, beneficial uses of larger volumes of groundwater for use in western Caldwell County and other parts of GBRA's statutory district, in accordance with law and District rules; and

---

<sup>5</sup> District Rule 24C.3 (“The General Manager will schedule administratively complete applications for a public hearing, and shall mail and publish notice of the proposed action on the application and notice of a public hearing on the application in accordance with these rules.”).

<sup>6</sup> See District Rule 11; Tex. Water Code § 36.113.

**BAKER BOTTS** LLP

Laura Martin, General Manager

- 3 -

September 8, 2025

- The individual members of the District's Board of Directors acted *ultra vires* in their unequal treatment of GBRA's applications.

Both procedurally and substantively, the District must treat all applications and applicants fairly. The District may not place its thumb on the scale in favor of smaller-scale, in-District irrigation uses of groundwater instead of GBRA's requested, permissible, beneficial use of groundwater for purposes outside of Gonzales County. After denying GBRA's applications, the District cannot legally grant the Irrigation Application.

Respectfully,



Samia R. Broadaway

cc: Greg Ellis, Outside Counsel for GCUWCD  
Joe Cole, GBRA General Counsel  
Larry Gee, GBRA Assistant General Counsel  
Emily Rogers, Bickerstaff Heath Delgado Acosta LLP



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**Texas DIR-CPO-4699 Customer Addendum to Purchase Order (the "LOL Addendum")**

Pursuant to Section 12(c) of DIR Contract No. DIR-CPO-4699 (the "DIR Contract"), **Environmental Systems Research Institute, Inc. ("Esri" or "Successful Respondent")** and the **State of Texas, acting by and through the Department of Information Resources ("DIR")** have agreed to authorized exceptions to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract.

WHEREAS, Esri and DIR have agreed Esri and a Customer may include in a Purchase Order a term limiting Esri's liability to Customer for damages in any claim or cause of action arising under or related to such Purchase Order and to limit Esri's liability to Customer for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract, provided such terms may only be valid if stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order; and

WHEREAS, Customer is procuring Esri Offerings or Services from Esri under the DIR Contract as a Customer and the parties wish to further limit Esri's liability to the Purchase Order this LOL Addendum is attached to or referenced therein;

NOW THEREFORE, the parties agree to the following:

1. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
2. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract, except as allowed by subsection 10.12(D) of the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
3. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included pursuant to Section 10.12(B) of the DIR Contract. CUSTOMER HAS CONSULTED WITH LEGAL COUNSEL AND CAREFULLY CONSIDERED POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR THIS PURCHASE ORDER.
4. The term of this LOL Addendum will commence on the final signature date between the parties below and shall remain in effect until the expiration or termination of the DIR Contract.

[INTENTIONAL BLANK]

The parties may sign this LOL Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This LOL Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this LOL Addendum by signing below:

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)

By:  \_\_\_\_\_

Printed Name: Tamisa Greening

Title: Director, Contracts and Legal





Esri Inc  
380 New York St  
Redlands CA 92373-8118

**Subject: Renewal Quotation**

**Date:** 09/01/2025  
**To:** Laura Martin  
**Organization:** Gonzales County Underground Water  
Conservation District  
**Fax #:** 830-672-1387 **Phone #:** 830-672-1047  
  
**From:** Barbara Lynn Walker  
**Fax #:** 909-307-3083 **Phone #:** + 19093693936 Ext. 3936  
**Email:** bwalker@esri.com

Number of pages transmitted  
(including this cover sheet): 3

Quotation #26302590  
Document Date: 09/01/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936939363936  
Fax #: 909-307-3083

## Quotation

**Date:** 09/01/2025**Quotation Number:** 26302590**Contract Number:** 00298018.1

Gonzales County Underground Water  
Conservation District  
PO Box 1919  
Gonzales TX 78629

**Attn:** Laura Martin**Email:** greg.sengelmann@gcuwcd.org**Phone:** 830-672-1047**Customer Number:** 477727**For questions regarding this document, please contact Customer Service at 888-377-4575.****Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100

**Attn:** Barbara Lynn Walker**Please include the following remittance address  
on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
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Subject to terms and conditions of State of Texas DIR-CPO-4699

10	1	93094	1,168.70	1,168.70
ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance				
Start Date: 12/01/2025				
End Date: 11/30/2026				
Subscription ID: 8789711931				

<b>Item Subtotal</b>	1,168.70
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 1,168.70</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936939363936  
Fax #: 909-307-3083

## Quotation

Page 2

**Date:** 09/01/2025

**Quotation No:** 26302590

**Customer No:** 477727

**Contract No:** 00298018.1

Item Qty Material#

Unit Price

Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at  
<https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at

<http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

<http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.





RECEIVED AUG 26 2025

**GCUWCD Web Hosting – 2025-2026**  
**Task Order Authorization No. 008**  
**August 26<sup>th</sup>, 2025**

<b>Scope of Work:</b>	1. October 1 <sup>st</sup> , 2025 – September 30 <sup>th</sup> , 2026 Web Hosting Fee
<b>Deliverables:</b>	1. N/A
<b>Items Furnished by GCUWCD:</b>	1. N/A

<b>Fees:</b>	1. \$6,000.00 Total Fee: \$6,000.00 This is a lump sum fee contract and will be invoiced upon signed agreement of the Task Order.
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Halff Associates is performing the services above under the terms and conditions described in the **Agreement For Professional Services On A Task Order Basis**, dated July 31, 2018, between Halff Associates and the Gonzales County Underground Water Conservation District (GCUWCD). Halff Associates will bill the above described services under AVO 34614.

Submitted

Approved

Halff Associates, Inc.

  
\_\_\_\_\_  
David Coyer

Title: Director, Software Engineering

Date: August 26<sup>th</sup>, 2025

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



RECEIVED SEP 03 2025

**Gonzales County UWCD – Miscellaneous Services**  
**Task Order Authorization No. 009**  
**Creation Date: September 3<sup>rd</sup>, 2025**

<b>Scope of Work:</b>	1. Minor enhancements of very small scope to the GCUWCD Groundwater Management System (GMS) application shall be provided by Halff on an as-needed basis.
<b>Deliverables:</b>	1. Miscellaneous service requests from GCUWCD.
<b>Items Furnished by GCUWCD:</b>	1. Written consent from GCUWCD for each miscellaneous service request.
<b>Fees:</b>	<p>Provide miscellaneous support for update requests to the GCUWCD GMS application. All work under this Task Order will require written consent from GCUWCD before being initiated.</p> <p><b>Total Fee:</b> This is a Cost-Plus contract and will be billed monthly based on effort.</p> <p><i>Note:</i> All billed time will be identified by its associated task and included in the monthly invoices.</p>

Halff Associates is performing the services above under the terms and conditions described in the **Agreement For Professional Services On A Task Order Basis**, dated July 31, 2018, between Halff Associates and the Gonzales County Underground Water Conservation District (GCUWCD). Halff Associates will bill the above described services under AVO 34614.

Submitted

Approved

Halff Associates, Inc.

David Coyer

Title: Director, Software Engineering

Date: September 3<sup>rd</sup>, 2025

Title: \_\_\_\_\_

Date: \_\_\_\_\_







## Schedule of Applicable Documents

Member Name: Gonzales County UWCD  
Member ID: 7780  
Coverage Period: 10/01/2025 to 10/01/2026 Shown As of 08/14/2025  
Transaction Number: 0024556757

ID	Document Name	Revision Date
P301	Property Declarations of Coverage	10/01/2024
X150	Schedule of Applicable Documents	06/01/2008
P200	Real and Personal Property Schedule	04/26/2010
P215	Coverage Extensions Schedule	07/16/2018
EP381	Roofing and Catastrophe Management	04/26/2024
EP382	Ordinary Wear And Tear Exclusion	12/01/2024
P300	Property Coverage Document	10/01/2024



## Coverage Extensions Schedule

Member Name: Gonzales County UWCD  
Member ID: 7780  
Coverage Period: 10/01/2025 to 10/01/2026 Shown As of 08/14/2025

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Elected Coverage Extension limits are shown below. Any changes or corrections may require adjustment to the contribution. Note: Limits for Newly Acquired Property and Pollutant Cleanup and Removal may not be increased above the limits indicated below.

Coverage Extension	Limit
Accounts Receivable	\$10,000
Leasehold Interest	\$5,000
Loss of Revenue/Extra Expense and Rental Value	\$50,000
Newly Acquired Property	\$1,000,000 or the Real & Personal Property Limit, whichever is less
Outdoor Trees & Shrubs (\$250 per item)	\$10,000
Personal Property of Employees & Officials	\$5,000
Pollutant Cleanup and Removal	\$20,000 each premises
Property in Transit	\$1,000,000
Valuable Papers and Records, and EDP Media	\$10,000

## ORDINARY WEAR AND TEAR EXCLUSION

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### REAL AND PERSONAL PROPERTY

Member Name: Gonzales County UWCD  
Member ID: 7780  
Effective Date: 10/01/2025

Section II, Perils Excluded, in the Special Form Property Coverage of the Property Coverage Document, is modified as follows:

- D. Ordinary wear and tear, rust, corrosion, smog, decay, deterioration, hidden or latent defect, dampness or dryness of atmosphere, changes in or extremes of temperature (except for loss or damage to automatic fire protection systems, as defined in paragraph I. of the Named Peril Coverage Option, caused by or resulting from freezing), faulty, inadequate, or defective maintenance, or any quality in property that causes it to damage or destroy itself unless loss or damage by a covered peril ensues, and then this **Agreement** shall cover only for such ensuing loss or damage. "Ordinary wear and tear" as used in this paragraph shall include, but not be limited to, direct physical loss of or damage to personal property resulting when the personal property is being used for its intended purpose, whether occurring from a single event at one point in time or multiple events over an extended period of time.

Except as modified herein, all other terms and conditions of the Property Coverage Document shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Property Coverage Document and this endorsement, the terms and conditions of this endorsement control.





## Property Endorsement

RECEIVED SEP 05 2025

Member Name: Gonzales County UWCD  
Member ID: 7780  
Effective Date: 10/01/2025  
Transaction Number: 0029761370

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The Property Agreement is amended per the following:

Add a well camera (\$17,500) to the contents value of the Office.

Total Contribution	1,238
Contribution Change	10



## Real and Personal Property Schedule

Member Name: Gonzales County UWCD  
Member ID: 7780  
Coverage Period: 10/01/2025 to 10/01/2026 Shown As of 09/05/2025

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Your Real & Personal Property Coverage and associated contribution and limit are based on the values shown on the following schedule. Where a "0" or no value is shown, no coverage is provided. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution. Improvements and betterments to locations you lease from others are included with the contents value. Your elected Coverage Extension limits are shown on a separate schedule.

ID	Hist. ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
1		522 St Matthew St	1960	Office	\$241,890	\$47,500
				Administration	Replacement cost	Replacement cost
Coverage: Real & Personal Property			Total Items:	1	\$241,890	\$47,500