

LOST PINES GROUNDWATER CONSERVATION DISTRICT

**Board Meeting
Wednesday, April 19, 2023 - 7:15 p.m.**

**Bastrop Convention & Exhibit Center
1408 E Chestnut St.
Bastrop, TX 78602**

AGENDA

The subjects to be discussed or considered, or upon which any formal actions may be taken, are as listed below. Items may or may not be taken in the same order as shown on the meeting notice.

- 1) Call to Order -- President Elvis Hernandez
 - a) Establish Quorum
 - b) Pledge of Allegiance
 - c) Texas Pledge
 - d) Welcome and Introductions

FILED AND RECORDED

APR 12 2023

- 2) Public Comments -- limit 3 minutes per person
 - a) Non-Agenda Items
 - b) Agenda Items



Sharon Blasig
SHARON BLASIG
COUNTY CLERK, LEE COUNTY TEXAS

- 3) Consent Agenda:

Consent agenda items are routine and will be enacted by one motion. There will be no separate discussion or action on these items unless requested by a board director.

 - a) Minutes of the March 15, 2023 regular Board meeting and special called meeting.
 - b) Financial report through March 31, 2023.
 - c) Invoices received and payments greater than \$5,000.
 - d) Water well monitoring update.
 - e) Recent and future educational opportunities, calendar and events.
- 4) Regular Agenda:
 - a) Announcements
 - b) Discussion, consideration and possible action on a contract for stakeholder group facilitator services with Collaborative Water Resolution, LLC.
 - c) Discussion, consideration and possible action on a renewal of a commercial real estate listing agreement with eXp Realty, LLC and realtor Spira Parker.
 - d) Discussion, consideration and possible action to create a position and post for candidates for an Education & Conservation Outreach Coordinator.
 - e) Committee Reports with possible Board discussion. No action will be taken.
 - i. Financial Services Committee
 - ii. Governance Committee
 - iii. Infrastructure Committee
 - iv. Education Outreach Committee
 - v. Management Committee

FILED

APR 12 2023

Krista Bartsch
Bastrop County Clerk

4546932.v1

- f) General Manager's report. No action will be taken.
 - a) New well activity: Form 100 - 16, Form 300 - 9
 - b) Drought Conditions
 - c) GMA 12 Update
 - d) Office Renovations
 - e) TWDB Carrizo Monitoring Well - Lee County
 - f) Recharge monitoring wells
 - g) Pending Permits
 - i) Reviews of the permit applications received prior to the temporary permitting suspension are ongoing. No administratively complete letters have been issued to date.
 - h) Upcoming Meetings
 - j) None at this time
 - i) Hydrogeologist Report
 - g) Discussion of Lost Pines Groundwater Conservation District legislation, related legislation and/or activities occurring that affect or pertain to the District and groundwater.
 - h) Discussion, consideration, and possible action on District Board meeting calendar.
 - i) Set date and location of next meeting.
 - j) Consideration of future agenda items.
 - k) Discussion, consideration and possible action on the District's property for sale in Paige, Texas.
 - l) Discussion, consideration and possible action on a resolution ratifying the District Board's previous action on the General Manager's performance evaluation.
 - m) Discussion, consideration and possible action on a resolution amending the Employee Manual to provide a process for the General Manager's annual performance evaluation.
- 5) Executive Session:
- a) Executive session of the Board pursuant to Tex. Gov't Code section 551.071, or any closed session permitted by law, to consult with its attorneys and seek advice regarding *GateHouse Water, LLC v. Lost Pines Groundwater Conservation District, et al.*, Cause No: 1:22-cv-00132, United States District Court of the Western District of Texas.
 - b) Executive session of the Board pursuant to Tex. Gov't Code sections 551.072 and 551.071, or any closed session permitted by law, to consult with its realtor and attorneys and seek advice regarding item 4k above.
 - c) Executive session of the Board pursuant to Tex. Gov't Code sections 551.074 and 551.071, or any closed session permitted by law, to consult with its attorneys and seek advice on personnel matters under item 4i and 4m above.

Adjourn.

Date: April 12, 2023

Peggy Campbell
Peggy Campbell, Assistant Secretary

FILED

APR 12 2023

Krista Bartsch
Bastrop County Clerk

FILED AND RECORDED

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APR 12 2023



Sharon Blasig
SHARON BLASIG
COUNTY CLERK, LEE COUNTY TEXAS

Note: The Board may recess into Executive Session to consult with its attorneys regarding any posted matter in which the Board may seek the advice of its attorneys under Government Code 551.071 or for any action on the agenda for which a closed session is permitted by law, and will reconvene in open session for any appropriate action on any matter considered in Executive Session.

Note on Public Comments: The Board will receive comments from the public on any matters within the jurisdiction of the Lost Pines Groundwater Conservation District. However, the Board will not hear public comments related to any contested case hearing or other litigation matter that is subject to a prohibition on ex parte communications (including a contested permitting matter) between the conclusion of the public hearing for such matter and the date the Board considers a proposal for decision or renders a final decision on the matter. The Board will not take action on public comments, but may request that matters addressed during public comments be placed on a future agenda for consideration.

Persons with disabilities who plan to attend the District's agenda and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print, or Braille are requested to contact Peggy Campion, Assistant Secretary, at 512-360-5088 at least two (2) work days prior to the agenda, so that appropriate arrangements can be made. Persons who desire the assistance of an interpreter in conjunction with their oral presentation at this district agenda are requested to contact Peggy Campion, Assistant Secretary, at 512-360-5088 at least five (5) days prior to the agenda so that appropriate arrangements can be made.

FILED

APR 12 2023

Krista Bartsch
Bastrop County Clerk

LOST PINES GROUNDWATER CONSERVATION DISTRICT

Board Meeting
Wednesday, April 19, 2023 – 7:15 p.m.

Bastrop Convention & Exhibit Center
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AGENDA

The subjects to be discussed or considered, or upon which any formal actions may be taken, are as listed below. Items may or may not be taken in the same order as shown on the meeting notice.

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 - c) Welcome and Introductions
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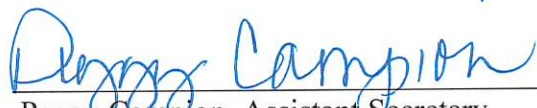
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 - d) Discussion, consideration and possible action to create a position and post for candidates for an Education & Conservation Outreach Coordinator.
 - e) Committee Reports with possible Board discussion. No action will be taken.
 - i. Financial Services Committee
 - ii. Governance Committee
 - iii. Infrastructure Committee
 - iv. Education Outreach Committee
 - v. Management Committee

- f) General Manager's report. No action will be taken.
 - a) New well activity: Form 100 – 16, Form 300 – 0
 - b) Drought Conditions
 - c) GMA 12 Update
 - d) Office Renovations
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 - c) Executive session of the Board pursuant to Tex. Gov't Code sections 551.074 and 551.071, or any closed session permitted by law, to consult with its attorneys and seek advice on personnel matters under Item 4l and 4m above.

Adjourn.

Date:

April 12, 2023


 Peggy Champion, Assistant Secretary

Note: The Board may recess into Executive Session to consult with its attorneys regarding any posted matter in which the Board may seek the advice of its attorneys under Government Code 551.071 or for any action on the agenda for which a closed session is permitted by law, and will reconvene in open session for any appropriate action on any matter considered in Executive Session.

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THE PLEDGE OF ALLEGIANCE

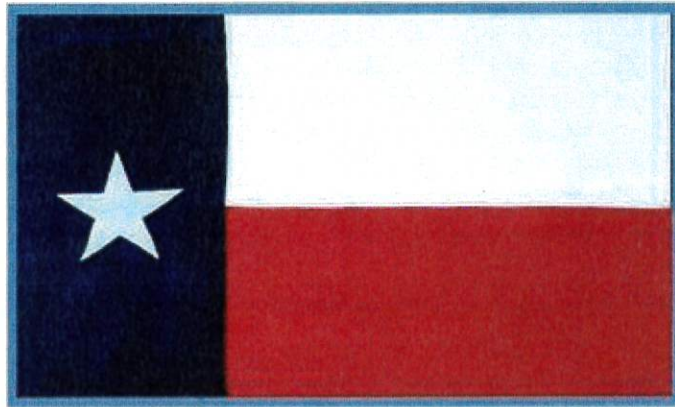
I pledge allegiance to the flag of the United States of America

And to the Republic for which it stands

One nation, under God

Indivisible with liberty and justice for all





The Pledge to the
Texas Flag

Honor the Texas
Flag; I pledge
allegiance to thee,
Texas, one state
under God, one and
indivisible

Subject to revisions
Lost Pines Groundwater Conservation District

Board of Directors Special Meeting Minutes

Wednesday, March 15, 2023

The Board of Directors convened at 6:06 p.m. in a meeting pursuant to public notice having been given, at Elgin Public Library Civic Center – City Council Chambers, Elgin, Texas. The following members of the Board were present: President Elvis Hernandez; Vice-President Kathryn Rogers; Secretary-Treasurer Michael Simmang; Directors: Thomas Arsuffi, Melissa Cole, Herbert Cook, Phil Cook and Sheril Smith.

Staff members present: Jim Totten, General Manager, Javier Saenz, Assistant General Manager, Peggy Campion and Dana Goertz.

Consultants present: Natasha Martin, Attorney, and Allan Standen, Hydrogeologist.

President Hernandez called the meeting to order and welcomed the public.

2. *Public hearing regarding proposed revisions to the District's Rules to amend Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14 and 15 and add new Section 16.* President Hernandez opened the public hearing at 6:09 p.m. The Board heard comments on the proposed rule amendments from Ed McCarthy, Attorney. President Hernandez closed the public hearing at 6:19 p.m.

3a, b. *Public Comments.* The Board heard public comment from Hugh Brown.

4. Special Agenda:

a. *Discussion, consideration of, and possible action on the proposed revisions to the District's Rules to amend Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14 and 15, and to add new Section 16.* Natasha Martin, Attorney, explained that she reviewed the proposed amendments and they were also fully vetted by the Management Committee. She stated that the amendments were ready for adoption. Mrs. Martin answered questions from the Board and recommended that any comments at the hearing that would result in substantive changes to the proposed amendments be considered for future rule changes. Secretary-Treasurer Simmang then moved to adopt proposed revisions to the District's Rules to amend Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14 and 15 and add new Section 16. Director H. Cook seconded the motion with seven (7) voting in favor and Director P. Cook against. Motion carries.

President Hernandez adjourned the meeting at 6:27 p.m.

Approved:

Elvis Hernandez, President

Michael Simmang, Secretary-Treasurer

Subject to revisions
Lost Pines Groundwater Conservation District

Board of Directors Agenda Minutes

Wednesday, March 15, 2023

The Board of Directors convened at 7:00 p.m. in a meeting pursuant to public notice having been given, at Elgin Public Library Civic Center – City Council Chambers, Elgin, Texas. The following members of the Board were present: President Hernandez; Vice-President Kathryn Rogers; Secretary-Treasurer Michael Simmang; Directors: Thomas Arsuffi, Melissa Cole, Herbert Cook, Phil Cook, Larry Schatte, Billy Sherrill and Sheril Smith.

Staff members present: Jim Totten, General Manager, Javier Saenz, Assistant General Manager, Peggy Campion and Dana Goertz.

Consultants present: Natasha Martin, Attorney, and Allan Standen, Hydrogeologist.

President Hernandez called the meeting to order and welcomed the public.

2. *Public Comments.* The Board heard public comment from Emery Thomas, Thomas Turfgrass.

3. *Consent Agenda:*

- a. Minutes of the February 15, 2023 regular Board meeting.*
- b. Financial report through February 28, 2023*
- c. Invoices received and payments greater than \$5,000.00*
- d. Water well monitoring update.*
- e. Recent and future educational opportunities, calendar and events.*

Vice-President Rogers moved to approve the consent agenda. Director Arsuffi seconded the motion, which carried unanimously.

4. *Regular Agenda:*

a. Announcements. President Hernandez announced that comments had been received from Thomas Turfgrass on the rules and would be made part of the rulemaking record, the planning for the rules stakeholder group is ongoing as well as the search for a facilitator. Public comments on the application by Corix Utilities (Texas) Inc. have been submitted to TCEQ and comments on Gapped Bass will also be submitted to TCEQ.

b. Discussion, consideration, and possible action on contract award for renovations of the District office building in Giddings, Texas. Director P. Cook, Chair of the Infrastructure Committee reported that the committee had met to score the two (2) bids received for renovations to the District office building in Giddings, Texas. The Infrastructure Committee as well as the General Manager, were in accord with recommending Gaeke Construction to the Board to be awarded the

contract. After Board discussion, Director P. Cook moved to award the contract for renovations to Gaeke Constuction, allow the infrastructure committee to negotiate the contract, and authorize the President Hernandez to sign the contract in substantially the same form as presented to the Board. Director H. Cook seconded the motion, which carried unanimously.

c. Committee Reports with possible Board discussion. No action will be taken.

- i. Financial Services Committee.* President Hernandez reported no update.
- ii. Governance Committee.*
- iii. Infrastructure Committee.*
- iv. Education Outreach Committee.*
- v. Management Committee.*

Please see attachments for committee reports ii-v.

d. General Manager's Report. President Elvis Hernandez next recognized General Manager Totten to present the General Manager's report. Please see attached.

4 d i. Hydrogeologist report. Allan Standen reported on the progress made on the collection well logs across the District.

e. Discussion of Lost Pines groundwater Conservation District legislation, related legislation and/or activities occurring that affect or pertain to the District and groundwater. There was no legislative report.

f. Discussion, consideration, and possible action on District Board meeting calendar. There was none at this time.

g. Set date and location of next meeting. There will be a rules hearing April 19, 2023, 6:00 p.m. at the Bastrop Convention Center. The next regular Board meeting of the Lost Pines Groundwater Conservation District will be held April 19, 2023, 7:00 p.m at Bastrop Convention Center, Bastrop, Texas.

h. Future agenda items. There were none at this time.

5. Executive Session:

a. Executive session of the Board pursuant to Tex. Gov't Code section 551.071, or any closed session permitted by law, to consult with its attorneys and seek advice regarding GateHouse Water, LLC v. Lost Pines Groundwater Conservation District, et al., Cause No: 1:22-cv-00132, United States District Court of the Western District of Texas. The Board did not go into executive session.

President Hernandez adjourned the meeting at 7:36 p.m.

Approved:

Elvis Hernandez, President

Michael Simmang, Secretary-Treasurer

Lost Pines Groundwater Conservation District

Attachment

P. O. BOX 1027
Smithville, TX 78957

MEMORANDUM

DATE: March 15th, 2023
TO: President and Board of Directors
FROM: General Manager & Staff
SUBJECT: March 2023 General Manager's Report

1. Statistics Exempt Wells:
LPGCD Form 100's Drilling Permits received
February 1st through February 28st 2023 (11)
LPGCD Form 300's Certificate of Registrations received
February 1st through February 28st 2023 (0)

Wells plugged: 0 Water quality test: 4 Wells gauged: 13

Drought Conditions: Approximately fifty-six percent of Lee County is reported as experiencing abnormally dry conditions and just over one percent of the county is in stage D1, moderate drought. Just over six percent of Bastrop County is experiencing moderate drought conditions while ninety-eight percent of the county is reporting abnormally dry conditions.
(Drought.gov)

1. GMA 12 has not been active since the last board meeting.
2. A landowner in western Bastrop County reported a possible water leak near their property. Aqua WSC has distribution pipes in the area but was unable to find any leaks from their system. Further follow up with the land owner and investigation is needed.
3. The TWON "Well Educated" program was held at 8 a.m. on the 28th at the Bastrop County Agriculture Extension offices in Bastrop. The program was lightly attended but TWON has not sent the District the final numbers for well testing or attendance.
4. The District staff is going to begin a review of the sand and gravel operations located in Bastrop county to ensure compliance with District rules.
5. Pending Permits:
 - i. District staff and consultants continue to process the responses for additional information and have begun to conduct the modelling . Once the additional requested information is received and the permits are administratively complete we will begin scheduling hearings for the permits later in the spring.
6. Upcoming meetings
 - i. Region K, April 26th 10 a.m. LCRA Dalchau Center, Austin TX

REPORT FOR BOARD MEETINGS

APPLICANT NAME

[illegible]

Governance Committee
March Report

The Governance Committee met by Zoom at 9:00 AM, on March 1st, 2023.

Attending: Elvis Hernandez, Kay Rogers, Michael Simmang, Natasha Martin, Greg Ellis and James Totten (GM).

- Greg Ellis and the Committee discussed the proposed Senate mitigation bill 1080 and other proposed groundwater related bills.
- The Committee discussed the Environmental Stewardship request for assistance and Colorado River alluvial impacts.
- The Committee planned and discussed the items for the March agenda.
- The Committee discussed the GM annual performance review process.

March 6, 2023

The Infrastructure Committee met on February 28, 2023, at 9:00 AM at the new Giddings office. Attending were Committee members Elvis Hernandez, Billy Sherrill, Herb Cook, and Phil Cook, and GM Jim Totten. Mike Simmang attended informally.

The Committee members and GM evaluated the two RFPs submitted for the office renovations. Committee members and the GM unanimously decided to recommend the RFP submitted by Gaeke Construction, of Giddings, to the full Board.

The sale of the District's property on Paint Creek Rd. was also briefly discussed: no action was taken.

Respectfully submitted,
Phil Cook,
Infrastructure Committee Chair.

Management Committee

1. Bill Hutchison presented a slide show summarizing his draft report on correlative management, production limits, and thresholds.
2. Allan Standen presented a New Well Rule Flow diagram and text; proposed revised new permit forms, a Pump Test Guidance document, proposed rule changes and Definitions.
3. The committee then reviewed some additional draft rules proposed by Natasha, Elvis and Sheril, with comments from Jim and the committee.
4. The committee also acknowledged agreement on letters to TCEQ regarding wastewater permits expected to negatively impact the water quality of the Colorado River and alluvial and Simsboro aquifers.
5. Management plan performance standards that are due March 31 will be added to the fall annual report. Jim will provide update in April.
6. Mike Orosco's written comments to the District on the March 15 public hearing were discussed. The committee discussed the possibility of a rule prohibiting ASR in our District, and requests an agenda item in April to reopen discussions on water production fee increases due to anticipated increased operating expenses such as new staff, new incentives, new pump test contracts, new building expenses, etc.

LOST PINES GROUNDWATER CONSERVATION DISTRICT

2023 March 14 Minutes

Community Outreach/Education (O/E) Committee

1. The committee heard a proposal by Andrew Wier proposing to work with the 5th Grade class at Lexington Elementary and classes at Lexington High School. SAWS will select a companion elementary and high school in San Antonio ISD. SAWS and LPGCD would sponsor a poster and video contest using the Texas Runs on Water theme and "why water is important to me!" The concept is that working with and thru youth, on a common theme of Texas Runs on Water, we can foster better recognition and appreciation for our common need for water, and how to share and steward the resource. The committee was favorable to the concept and will await further information and from Andre Wier and San Antonio Water System.
2. The committee began populating O/E Web Page Content with Water Conservation brochures from Texas Water Development Board <https://www.twdb.texas.gov/publications/brochures/conservation/index.ap> and will be adding other educational materials resources such as Rainwater Harvesting.
3. The committee finalized the Community Education and Outreach Coordinator Job Description and will present to the Board for its approval at the April meeting.
4. The committee developed a Groundwater Ecosystem Services Newspaper Article for publication in local newspapers in Bastrop and Lee Counties and will seek Board approval at the April meeting to submit LPGCD education articles to newspapers.
5. The committee finalized a draft LPGCD Brochure with minor edits and only requires map images and photos to complete.
6. The committee reviewed rules and procedures for a General Public Photo Contest and Calendar.

LOST PINES GROUNDWATER CONSERVATION DISTRICT
LPGCD **FINANCIAL REPORT 2023**

3/31/2023

FUNDING		2023	2023	JAN		FEB	MAR	APR
4000		FUNDING	FEES TO DATE					
4950 Interest Income		\$ -	\$ -	\$ 15,207.29		\$ 14,877.26	\$ -	\$ -
4025 User Fee Funds Req.		\$ 1,348,000.00	\$ 348,077.10	\$ 190,544.30		\$ 93,319.45	\$ 64,213.35	\$ -
		\$ -	\$ -					
TOTAL FUNDING MO.			\$ -	\$ 205,751.59		\$ 108,196.71	\$ 64,213.35	\$ -
TOT. REVENUE		\$ 1,348,000.00	\$ -					
% OF TOTAL			\$ -					
			\$ -					
EXPENSES		2023		JAN		FEB	MAR	APR
5000 LABOR		BUDGET	FUNCTION BAL.					
5001 Staff		\$ 302,200.00	\$ -	\$ 24,510.91		\$ 25,349.96	\$ 24,421.53	\$ -
5325.3 401A Match		\$ 18,000.00	\$ -	\$ 1,310.40		\$ 786.40	\$ 463.23	\$ -
5325.1 Health Insurance		\$ 21,000.00	\$ -	\$ 1,680.81		\$ 1,680.81	\$ 1,680.81	\$ 1,680.81
8136 Directors Comp.		\$ 50,000.00	\$ -	\$ -		\$ -	\$ 12,940.00	\$ -
5425 FICA		\$ 30,000.00	\$ -	\$ 1,920.97		\$ 1,985.16	\$ 2,881.11	\$ -
5430 Veh. Allowance		\$ 8,000.00	\$ -	\$ 600.00		\$ 600.00	\$ 600.00	\$ -
5000 TOTAL		\$ 429,200.00	\$ -	\$ 30,023.09		\$ 30,402.33	\$ 42,986.68	\$ 1,680.81
% OF TOTAL		33%	\$ -					
			\$ -					
6000 SUPPLIES								
6570 Office Supplies		\$ 5,000.00	\$ -	\$ 52.67		\$ 40.72	\$ 259.61	\$ -
6626 Postage		\$ 5,000.00	\$ -	\$ 100.00		\$ 100.00	\$ 87.65	\$ -
6106 Computers / Software		\$ 7,500.00	\$ -	\$ -		\$ 15.42	\$ -	\$ -
6000 TOTAL		\$ 17,500.00	\$ -	\$ -		\$ 156.14	\$ 347.26	\$ -
% OF TOTAL		1%	\$ -					
			\$ -					
7000 PROF. SERVICES								
7184 Engineering		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
7200 SCADA Tech. Services		\$ 50,000.00	\$ -	\$ 1,623.75				
7315 Hydro/Geologist		\$ 200,000.00	\$ -	\$ 19,752.96		\$ -	\$ -	\$ -
7450 Legal		\$ 400,000.00	\$ -	\$ 26,371.76		\$ 16,735.17	\$ -	\$ -
7270 Governmental Relations.		\$ 30,000.00	\$ -	\$ 2,350.00		\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
7272 Architectural Services		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
7500 Special Proj./Water Test		\$ 15,000.00	\$ -	\$ 2,500.00		\$ 218.00	\$ 165.00	\$ -
Subsidence Study		\$ -	\$ -					\$ -
7501 Conservation / Education		\$ 45,000.00	\$ -	\$ 82.50		\$ -	\$ -	\$ -
7036 Audit Expense		\$ 14,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
7000 TOTAL		\$ 754,000.00	\$ -	\$ 52,680.97		\$ 19,303.17	\$ 2,515.00	\$ 2,350.00
% OF TOTAL		56%	\$ -					
			\$ -					
8000 OPERATING EXP.								
8344.1 Auto Insurance		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
8344.2 Directors Liability		\$ 6,000.00	\$ -	\$ 153.86		\$ 600.00	\$ -	\$ -
8004 Accounting		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
8100 Cleaning/Lawn Services		\$ 1,500.00	\$ -	\$ -		\$ -	\$ 50.00	\$ -
8601 Payroll Processing Fees		\$ 3,000.00	\$ -	\$ 177.78		\$ 177.78	\$ 203.86	\$ -
8768 Telephone		\$ 7,500.00	\$ -	\$ 799.18		\$ 561.01	\$ 468.08	\$ 239.82
8006 Legal Notice		\$ -	\$ -	\$ -		\$ 1,450.28	\$ 2,782.42	\$ -
8795 Travel		\$ 1,500.00	\$ -	\$ -		\$ -	\$ -	\$ -
8795.2 meals		\$ 3,000.00	\$ -	\$ -		\$ -	\$ 112.03	\$ -
8795.1 lodging		\$ 3,500.00	\$ -	\$ -		\$ -	\$ 1,413.49	\$ -
8795.3 mileage reimbursment		\$ 10,000.00	\$ -	\$ 123.66		\$ 379.49	\$ 2,225.67	\$ -
8690 registration fees		\$ 6,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
8790 training fees		\$ 2,000.00	\$ -	\$ -		\$ -	\$ -	\$ -
8156 Dues/Subsriptions		\$ 3,000.00	\$ -	\$ 41.00		\$ -	\$ 72.60	\$ -
8496 Misc.		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
8694 Rental				\$ -		\$ -	\$ -	\$ -
8694.1 office equipment		\$ 4,000.00	\$ -	\$ 846.27		\$ 296.87	\$ 296.87	\$ -
8694.2 office furniture		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
8694.3 building		\$ 28,500.00	\$ -	\$ 1,550.00		\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
8694.4 venue		\$ 8,000.00	\$ -	\$ -		\$ -	\$ 2,150.00	\$ -
6840 utilities		\$ 4,000.00	\$ -	\$ 851.07		\$ 466.04	\$ 147.76	\$ -
8696 repairs		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
8900 Property/Monitoring wells		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Contingency		\$ 46,800.00	\$ -	\$ -		\$ -	\$ -	\$ -
8400 Mitigation Fund		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
8600 Website		\$ 9,500.00	\$ -	\$ -		\$ -	\$ -	\$ -
8000 TOTAL		\$ 147,800.00	\$ -	\$ 4,542.82		\$ 6,131.47	\$ 12,122.78	\$ 2,439.82
% OF TOTAL		11%	0%					
9000 DEBT SERVICE								
9000 TOTAL								
% OF TOTAL								
TOT. BY MO.			\$ 207,682.34	\$ 87,246.88		\$ 55,993.11	\$ 57,971.72	\$ 6,470.63
TOT. ALL FUNCT.		\$ 1,348,500.00						

FINANCIAL REPORT 2023

\$301,963.37

TexPool Fund

\$3,967,695.56

\$4,269,658.93

[illegible][illegible][illegible][illegible][illegible]

\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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Lost Pines Groundwater Conservation District

4/11/2023 10:08 AM

Register: 1010 · Checking - First National Bank

From 03/01/2023 through 03/31/2023

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/02/2023	7911	City of Smithville	8000 · Operating Expe...	utilities	221.05			344,889.05
03/02/2023	7912	City of Giddings	8000 · Operating Expe...	utilties	147.24			344,741.81
03/02/2023	7913	Graves Dougherty H...	7000 · Professional Ser...	Inv. 368490, 4...	26,371.76			318,370.05
03/03/2023		Hunters Crossing	1200 · Accounts Recei...				190.95	318,561.00
03/03/2023	7914	Javier Saenz	8000 · Operating Expe...	mileage	308.75			318,252.25
03/03/2023		Lincoln WSC	1200 · Accounts Recei...				451.25	318,703.50
03/03/2023	7915	Charter Communicati...	8000 · Operating Expe...	Inv. 00502210...	239.82			318,463.68
03/03/2023	7916	Aqua Water Supply ...	7500 · Special Projects	Inv. INV05634	118.00			318,345.68
03/03/2023	7917	Elgin Courier	8000 · Operating Expe...	Hearing Notice	538.00			317,807.68
03/06/2023		Recharge Water LP	1200 · Accounts Recei...				23,750.00	341,557.68
03/06/2023	7918	Lexington Leader	8000 · Operating Expe...	Inv. 4118	406.00			341,151.68
03/06/2023	7919	Gannett Holdings - C...	8000 · Operating Expe...	Bastrop Advert...	72.60			341,079.08
03/06/2023	To Print	Sharp Business Syste...	8000 · Operating Expe...	Inv. 79108138	295.08			340,784.00
03/06/2023			2225 · Payroll Liabilities		3,145.79			337,638.21
03/06/2023			5000 · Labor:5325 · E...		363.23			337,274.98
03/06/2023			5000 · Labor:5325 · E...		492.69			336,782.29
03/06/2023		Peggy Campion	5000 · Labor:5025 · G...	DD	2,360.14			334,422.15
03/06/2023		Dana Goertz	5000 · Labor:5025 · G...	DD	1,812.24			332,609.91
03/06/2023		Javier Saenz	5000 · Labor:5025 · G...	DD	2,152.10			330,457.81
03/06/2023		James Totten	5000 · Labor:5025 · G...	DD	2,935.09			327,522.72
03/08/2023		Lee County WSC	1200 · Accounts Recei...				3,800.00	331,322.72
03/10/2023			8000 · Operating Expe...		88.89			331,233.83
03/13/2023	7921	Javier Saenz	8000 · Operating Expe...	mileage	301.70			330,932.13
03/13/2023		Bastrop County WCL...	1200 · Accounts Recei...				306.85	331,238.98
03/13/2023		Manville WSC	1200 · Accounts Recei...				9,385.05	340,624.03
03/16/2023	7922	Halff Associates, Inc.	7000 · Professional Ser...	Inv. 10090336	5,500.00			335,124.03
03/16/2023	7923	LRE Water, LLC	7000 · Professional Ser...	Inv. 22254	12,542.96			322,581.07
03/16/2023		Bastrop County WCL...	1200 · Accounts Recei...				1,634.95	324,216.02
03/16/2023		City of Giddings	1200 · Accounts Recei...				3,610.00	327,826.02
03/16/2023		City of Lexington	1200 · Accounts Recei...				1,282.50	329,108.52
03/16/2023		City of Bastrop	1200 · Accounts Recei...				12,413.65	341,522.17
03/16/2023		LCRA	1200 · Accounts Recei...				13,775.00	355,297.17
03/20/2023	7924	A T & T Mobility	8000 · Operating Expe...	Acct 28702245...	228.26			355,068.91
03/20/2023	7925	Elvis Hernandez	8000 · Operating Expe...	milcage 1st qtr	177.10			354,891.81
03/20/2023	7926	Larry Schatte	8000 · Operating Expe...	mileage 1st qtr	85.15			354,806.66
03/20/2023	7927	Herbert Cook	8000 · Operating Expe...	mileage 1st qtr	43.23			354,763.43
03/20/2023	7928	thomas Arsuffi	8000 · Operating Expe...	mileage 1st qtr	41.92			354,721.51
03/20/2023	7929	Kathryn Rogers	8000 · Operating Expe...	mileage 1st qtr	229.25			354,492.26
03/20/2023	7930	Shcril Smith	8000 · Operating Expe...	millcage 1st qtr	163.75			354,328.51
03/20/2023	7931	Phil Cook	-split-	mileage / expen...	318.50			354,010.01

Lost Pines Groundwater Conservation District

4/11/2023 10:08 AM

Register: 1010 - Checking - First National Bank

From 03/01/2023 through 03/31/2023

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/20/2023	7932	Michael Simmang	-split-		974.33			353,035.68
03/21/2023			2225 · Payroll Liabiliti...		6,113.55			346,922.13
03/21/2023			2225 · Payroll Liabiliti...				1,434.21	348,356.34
03/21/2023			2225 · Payroll Liabiliti...		1,377.26			346,979.08
03/21/2023	7933	TML Health	5000 · Labor:5325 · E...	Inv. PLOSTPI1...	1,680.81			345,298.27
03/21/2023		thomas Arsuffi	5000 · Labor:5025 · G...	DD	1,002.44			344,295.83
03/21/2023		Peggy Campion	5000 · Labor:5025 · G...	DD	2,360.14			341,935.69
03/21/2023		Melissa Cole	5000 · Labor:5025 · G...	DD	881.21			341,054.48
03/21/2023		Herbert Cook	5000 · Labor:5025 · G...	CK 12466	1,273.65			339,780.83
03/21/2023		Phil Cook	5000 · Labor:5025 · G...	CK 12467	872.97			338,907.86
03/21/2023		Dana Goertz	5000 · Labor:5025 · G...	DD	1,812.22			337,095.64
03/21/2023		Elvis Hernandez	5000 · Labor:5025 · G...	CK 12468	1,924.53			335,171.11
03/21/2023		Kathryn Rogers	5000 · Labor:5025 · G...	CK 12469	1,524.72			333,646.39
03/21/2023		Javier Saenz	5000 · Labor:5025 · G...	DD	2,264.14			331,382.25
03/21/2023		Larry Schatte	5000 · Labor:5025 · G...	CK 12470	657.41			330,724.84
03/21/2023		Michael Simmang	5000 · Labor:5025 · G...	CK 12471	1,638.89			329,085.95
03/21/2023		Sheril Smith	5000 · Labor:5025 · G...	DD	1,519.95			327,566.00
03/21/2023		James Totten	5000 · Labor:5025 · G...	DD	3,431.42			324,134.58
03/21/2023		James Totten	5000 · Labor:5025 · G...	To Reverse			3,431.42	327,566.00
03/21/2023		James Totten	5000 · Labor:5025 · G...	DD	3,334.26			324,231.74
03/21/2023			5000 · Labor:5325 · E...		387.21			323,844.53
03/21/2023			5000 · Labor:5325 · E...		521.47			323,323.06
03/27/2023			8000 · Operating Expe...		114.97			323,208.09
03/27/2023	7934	Sandra Lawrence	8000 · Operating Expe...	April	2,200.00			321,008.09
03/27/2023	7935	GM Ellis Law Firm PC	7000 · Professional Ser...	April	2,350.00			318,658.09
03/27/2023	7936	Javier Saenz	8000 · Operating Expe...	mileage	372.04			318,286.05
03/27/2023	7937	Insurance Net, Inc.	5000 · Labor:5325 · E...	VOID: Inv. 8303		X		318,286.05
03/27/2023	7938	Insurance Net, Inc.	5000 · Labor:5325 · E...	Inv. 8303	100.00			318,186.05
03/27/2023		Avara Ranch LLC	1200 · Accounts Recei...				421.80	318,607.85
03/29/2023	7939	Graves Dougherty H...	7000 · Professional Ser...		16,735.17			301,872.68
03/30/2023		Lincoln WSC	1200 · Accounts Recei...				451.25	302,323.93
03/30/2023	7940	Charter Communicati...	8000 · Operating Expe...	Inv. 00502210...	239.82			302,084.11
03/31/2023	7941	Beau Wood	8000 · Operating Expe...	lawn maintena...	50.00			302,034.11
03/31/2023	7942	Peggy Campion	8000 · Operating Expe...	mileage	70.74			301,963.37

Lost Pines Groundwater Conservation District

4/11/2023 10:09 AM

Register: 1032 · TexPool

From 01/01/2023 through 03/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/11/2023			4000 · Income:4900 · I...	December Inter...		13,272.06	3,939,847.38
02/13/2023			4000 · Income:4900 · I...			14,201.73	3,954,049.11
03/13/2023			4000 · Income:4900 · I...			13,646.45	3,967,695.56

Well Producers 2023 YTD BASED ON PERMITTED VOLUME																		
PRODUCER & PERMIT TOTAL		January	February	March	April	May	June	July	August	September	October	November	December	YTD TOTALS	ACRE FT	% of TOT. Pmt	% of PERMIT	MO. AVG. AF
Aqua WSC																		
23,672.0	Gal/1000	222305.448	213861.174	0	0	0	0	0	0	0	0	0	0	436166.622	1338.55	1.13%	5.7%	669.3
Export vol.		20213.14	16263.58											36478.72				
Bastrop Co. WCID #1																		
323.0	Gal/1000	916.6	1155	1188	0	0	0	0	0	0	0	0	0	3259.6	10.00	0.01%	3.1%	3.3
Bastrop Co. WCID #2																		
1,721.0	Gal/1000	10760.239	10147.969	0	0	0	0	0	0	0	0	0	0	20908.208	64.16	0.05%	3.7%	32.1
City of Bastrop																		
13,067.0	Gal/1000	43469	0	0	0	0	0	0	0	0	0	0	0	43469	133.40	0.11%	1.0%	133.4
City of Elgin																		
6,137.0	Gal/1000	31249	31916	0	0	0	0	0	0	0	0	0	0	63165	193.85	0.16%	3.2%	96.9
Export vol.		4947	4185	0	0	0	0	0	0	0	0	0	0	9132				
City of Giddings																		
3,800.0	Gal/1000	18882	18003	0	0	0	0	0	0	0	0	0	0	36885	113.20	0.10%	3.0%	56.6
City of Lexington																		
1,350.0	Gal/1000	4779	4530	0	0	0	0	0	0	0	0	0	0	9309	28.57	0.02%	2.1%	14.3
City of Smithville																		
3,925.0	Gal/1000	21100	0	0	0	0	0	0	0	0	0	0	0	21100	64.75	0.05%	1.6%	64.8
Gatehouse																		
-	Gal/1000														0.00	0.00%	#DIV/0!	0.0
Export vol.														0				
Girling Ingredients																		
224.0	Gal/1000	5421	0	0	0	0	0	0	0	0	0	0	0	5421	16.64	0.01%	7.4%	16.6
City of Hutto																		
3,360.0	Gal/1000	18273.856	18497.302	24248.64	0	0	0	0	0	0	0	0	0	61019.798	187.26	0.16%	5.6%	62.4
Export vol.		18273.856	18497.302	24248.64	0	0	0	0	0	0	0	0	0	61019.798				
MD Anderson																		
179.0	Gal/1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00%	0.0%	0.0
Manville WSC																		
9,879.0	Gal/1000	31609	37728	46942	0	0	0	0	0	0	0	0	0	116279	356.85	0.30%	3.6%	118.9
Export vol.		30409.939	37049.738	46365.563	0	0	0	0	0	0	0	0	0	113825.24				
Lee Co. WSC																		
4,000.0	Gal/1000	27101.361	23037.954	74878.752	0	0	0	0	0	0	0	0	0	125018.067	383.67	0.32%	9.6%	127.9
Export vol.	110	4499.14	3321.39	3049.89	0	0	0	0	0	0	0	0	0	10870.42				
Lee Co. FWSD																		
100.0	Gal/1000	656	525	0	0	0	0	0	0	0	0	0	0	1181	3.62	0.00%	3.6%	1.8
Lincoln WSC																		
475.0	Gal/1000	1963	1568	0	0	0	0	0	0	0	0	0	0	3531	10.84	0.01%	2.3%	5.4
LCRA																		
14,500.0	Gal/1000	79661	72360	81997	0	0	0	0	0	0	0	0	0	234018	718.17	0.61%	5.0%	239.4
Hunters Crossing																		
67.0	Gal/1000	0	669.69	1768.528	0	0	0	0	0	0	0	0	0	2438.218	7.48	0.01%	11.2%	2.5
SLR / ALCOA WELLS info only																		
3,850.0	Gal/1000	73347.3	64352.7	74789.2	0	0	0	0	0	0	0	0	0	212489.2	652.11	0.55%	16.9%	217.4
Luminant																		
(quarterly)	Gal/1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00%	#DIV/0!	0.0
Recharge																		
25,000.0	Gal/1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00%	0.0%	0.0
Thomas Turfgrass																		
2,200.0	Gal/1000	1427.7	2000.7	0	0	0	0	0	0	0	0	0	0	3428.4	10.52	0.01%	0.5%	5.3
Avara Ranch																		
444.0	Gal/1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00%	0.0%	0.0
Total Monthly Gallons/1000																		
(includes Allow, excludes export)		592921.50	499779.49	305812.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1338066.32	Gatehouse export, includes Allow			
Operating Permit Total AF													Acre ft. pumped YTD		4,106.37			
118,273.0 AFY													Acre ft. exported YTD		709.91			
3.47% YTD PUMPING % OF PERMITTED TOTAL																		



**GRAVES
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PO Box 98, Austin, Texas 78767
(512) 480 - 5600
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Employer I.D. #74-2587674

Lost Pines Groundwater Conservation District
P.O. Box 1027
Smithville, TX 78957
EMAIL INVOICE: lpgcd@lostpineswater.org

March 21, 2023
Invoice 368833

Public Board Packet

REMITTANCE COPY

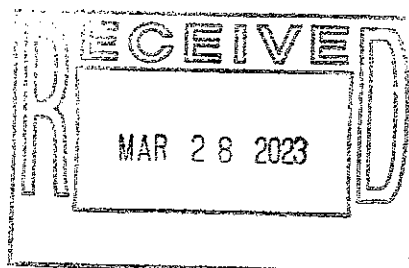
Our File No. A26002.1
General

For Services Through February 28, 2023

Original Fees for Professional Services	\$	10,210.00
Less Discount	\$	(2,210.00)
Total Fees for Professional Services	\$	8,000.00

NET CURRENT BILLING FOR THIS FILE	\$	8,000.00
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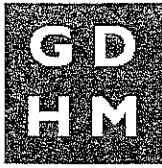
PLEASE REMIT TOTAL INVOICE BALANCE DUE	\$	8,000.00
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March 21, 2023
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Our File # A26002.1
General

For Services Through February 28, 2023

02/01/23	Attend Governance Committee meeting; Natasha J. Martin	3.20 Hours
02/01/23	Attention to follow-up emails after the Governance Committee meeting; Natasha J. Martin	.40 Hours
02/03/23	Updates to agenda per request from E. Hernandez; Respond to questions about ASR; Natasha J. Martin	.60 Hours
02/03/23	Review legal communications policy and send to P. Cook for review; Emails with E. Hernandez regarding same; Natasha J. Martin	.30 Hours
02/06/23	Email regarding Environmental Stewardship's request for petition posting; Natasha J. Martin	.30 Hours
02/06/23	Request information from P. Campion to respond to fact question from G. Ellis regarding legislation; Natasha J. Martin	.30 Hours
02/07/23	Review and revise January board minutes; Additional review of audio and review follow-up emails from P. Campion and respond; Natasha J. Martin	1.00 Hours
02/09/23	Research and draft comparison of statutes related to contested cases as between TCEQ and groundwater conservation districts;	

	Christopher C. Cyrus	2.80 Hours
02/09/23	Review comments on draft minutes and correspondence with P. Campion regarding same; Natasha J. Martin	.30 Hours
02/09/23	Review research on TCEQ and GCD PFD processes; Correspondence with G. Ellis related to same; Natasha J. Martin	.40 Hours
02/09/23	Respond to emails regarding proposed stakeholder group; Natasha J. Martin	.40 Hours
02/10/23	Review budget amendment and associated documents from J. Totten; April Griffin	.50 Hours
02/11/23	Respond to emails regarding draft production, curtailment, and historic use rules; Natasha J. Martin	1.10 Hours
02/14/23	Prepare notice for the public hearing; Prepare rules for publication; Amend communications policy per requested director amendments; Amend minutes; Natasha J. Martin	3.00 Hours
02/15/23	Attend board meeting in Giddings {Includes roundtrip travel from Austin}; Natasha J. Martin	5.30 Hours
02/16/23	Review letters requesting additional information and send revisions to J. Totten; Natasha J. Martin	.80 Hours
02/17/23	Review and revise draft minutes from February board meeting; Natasha J. Martin	.70 Hours
02/20/23	Review correspondence from J. Totten related to district authority over aggregate/sand mining; Research to address J. Totten's question so he can respond to inquiry; Natasha J. Martin	1.80 Hours
02/21/23	Call with J. Totten regarding sand mining; Review case law related to same; Natasha J. Martin	.90 Hours
02/22/23	Meet with Governance Committee regarding two pending legislation; Natasha J. Martin	.50 Hours

02/24/23 Attention to emails regarding pending legislation and review statutes related to same;
Natasha J. Martin .70 Hours

02/28/23 Discuss legislative issues with G. Ellis;
Natasha J. Martin .40 Hours

Summary of Fees

	Hours	Rate/Hr	Dollars
Christopher C. Cyrus	2.80	375.00	1,050.00
April Griffin	0.50	400.00	200.00
Natasha J. Martin	22.40	400.00	8,960.00
Totals	25.70		10,210.00

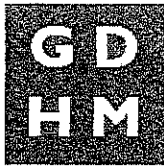
Original Fees for Professional Services \$ 10,210.00

Less Discount \$ (2,210.00)

Total Fees for Professional Services \$ 8,000.00

CURRENT BILLING FOR THIS FILE \$ 8,000.00

PLEASE REMIT TOTAL INVOICE BALANCE DUE \$ 8,000.00



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Lost Pines Groundwater Conservation District
P.O. Box 1027
Smithville, TX 78957
EMAIL INVOICE: lpgcd@lostpineswater.org

March 21, 2023
Invoice 368834

For Confidential Board Packet

REMITTANCE COPY

Our File No. A26002.17
GateHouse Special Condition 8

For Services Through February 28, 2023

Original Fees for Professional Services	\$	2,770.00	
Less Discount	\$	(332.40)	
Total Fees for Professional Services	\$	2,437.60	
NET CURRENT BILLING FOR THIS FILE	\$		2,437.60
PLEASE REMIT TOTAL INVOICE BALANCE DUE	\$		2,437.60

Please remit payment upon receipt to: Graves, Dougherty, Hearon & Moody P.O. Box 98, Austin, Texas 78767

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Lost Pines Groundwater Conservation District
P.O. Box 1027
Smithville, TX 78957
EMAIL INVOICE: lpgcd@lostpineswater.org

March 21, 2023
Invoice 368835

For Confidential Board Packet

REMITTANCE COPY

Our File No. A26002.19
Personnel

For Services Through February 28, 2023

Original Fees for Professional Services	\$	520.00
Less Discount	\$	(62.40)
Total Fees for Professional Services	\$	457.60
NET CURRENT BILLING FOR THIS FILE	\$	<u>457.60</u>
PLEASE REMIT TOTAL INVOICE BALANCE DUE	\$	<u>457.60</u>

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Lost Pines Groundwater Conservation District
P.O. Box 1027
Smithville, TX 78957
EMAIL INVOICE: lpgcd@lostpineswater.org

March 21, 2023
Invoice 368836

For Public Board Packet

REMITTANCE COPY

Our File No. A26002.20
Transactional

For Services Through February 28, 2023

Original Fees for Professional Services	\$	2,440.00	
Less Discount	\$	(292.80)	
Total Fees for Professional Services	\$	2,147.20	
NET CURRENT BILLING FOR THIS FILE			\$ 2,147.20
PLEASE REMIT TOTAL INVOICE BALANCE DUE			\$ 2,147.20

Please remit payment upon receipt to: Graves, Dougherty, Hearon & Moody P.O. Box 98, Austin, Texas 78767
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**GRAVES
DOUGHERTY
HEARON &
MOODY**

A Professional Corporation

PO Box 98, Austin, Texas 78767
(512) 480 - 5600
www.gdhm.com
Employer I.D. #74-2587674

Lost Pines Groundwater Conservation District
P.O. Box 1027
Smithville, TX 78957
EMAIL INVOICE: lpgcd@lostpineswater.org

March 21, 2023
Invoice 368836

Our File # A26002.20
Transactional

For Services Through February 28, 2023

- 02/07/23 Review Lost Pines realtor agreement; Review and respond to email exchange between N Martin regarding District property on 290/21;
April Griffin 1.50 Hours
- 02/07/23 Review correspondence regarding a consultant's potential client and respond accordingly;
Natasha J. Martin .50 Hours
- 02/07/23 Review A. Griffin's summary on the realtor contracts and expiration dates; Correspond with E. Hernandez regarding same and determine timeline to present a new contract for approval;
Natasha J. Martin .50 Hours
- 02/08/23 Call with consultant regarding potential client; Follow-up emails to consultant and E. Hernandez and J. Totten;
Natasha J. Martin 1.00 Hours
- 02/08/23 Emails and calls regarding a consultant disclosures and potential new client;
Natasha J. Martin .70 Hours
- 02/13/23 Revisions to Addendum for RFP 07- Giddings Office Renovation and email response to Jim forwarding draft.
April Griffin .70 Hours
- 02/27/23 Review email and responses submitted for Giddings Office Renovations. Review RFP responses for Giddings Office renovation. Call with Jim Totten regarding ARS/LRE Professional services contract and covered services.
April Griffin 1.20 Hours

Summary of Fees

	Hours	Rate/Hr	Dollars
April Griffin	3.40	400.00	1,360.00
Natasha J. Martin	2.70	400.00	1,080.00
Totals	6.10		2,440.00

Original Fees for Professional Services	\$	2,440.00
Less Discount	\$	(292.80)
Total Fees for Professional Services	\$	2,147.20

CURRENT BILLING FOR THIS FILE	\$	2,147.20
PLEASE REMIT TOTAL INVOICE BALANCE DUE	\$	2,147.20



**GRAVES
DOUGHERTY
HEARON &
MOODY**

A Professional Corporation

PO Box 98, Austin, Texas 78767
(512) 480 - 5600
www.gdhm.com
Employer I.D. #74-2587674

Lost Pines Groundwater Conservation District
P.O. Box 1027
Smithville, TX 78957
EMAIL INVOICE: lpgcd@lostpineswater.org

March 21, 2023
Invoice 368837

For Confidential Board Packet

REMITTANCE COPY

Our File No. A26002.21
LCRA Judicial Appeal

For Services Through February 28, 2023

Original Fees for Professional Services	\$	4,191.50	
Less Discount	\$	(502.98)	
Total Fees for Professional Services	\$	3,688.52	
Total Reimbursable Costs	\$	4.25	
NET CURRENT BILLING FOR THIS FILE	\$		<u>3,692.77</u>
PLEASE REMIT TOTAL INVOICE BALANCE DUE	\$		<u>3,692.77</u>

Please remit payment upon receipt to: Graves, Dougherty, Hearon & Moody P.O. Box 98, Austin, Texas 78767

To ensure proper credit, return this copy with remittance.

If you prefer your invoices emailed or have any questions contact us at accounting@gdhm.com



SINGLETON, CLARK

& COMPANY, PC CERTIFIED PUBLIC ACCOUNTANTS

INVOICE

BILL TO

Peggy Campion
Lost Pines GCD
P.O. Box 1027
Smithville, Texas 78957-7027

INVOICE # 2181**DATE 03/31/2023****DUE DATE 04/30/2023****TERMS Net 30**

ACTIVITY	QTY	RATE	AMOUNT
Audit - Interim & Final Professional Auditing Services - Planning, Interim, and Final Fieldwork - 80% of Estimated Fee	0.80	10,000.00	8,000.00

Thank you for your continued confidence in our company.

BALANCE DUE**\$8,000.00**

LOST PINES GROUNDWATER CONSERVATION DISTRICT GMZ STAKEHOLDER FACILITATION AGREEMENT

This Lost Pines Groundwater Conservation District GMZ Stakeholder Facilitation Agreement (hereinafter "Agreement") is entered into and will be effective upon the last date of execution by all PARTIES below and will terminate December 31, 2023, between Lost Pines Groundwater Conservation District ("LPGCD"), a political subdivision of the State of Texas, and Collaborative Water Resolution, LLC ("Facilitator"). LPGCD and FACILITATOR may also be referred to collectively as PARTIES.

FACILITATOR. Subject to the terms and conditions of this Agreement, LPGCD hereby engages Facilitator to perform the services set forth herein and further defined in the Scope of Work, included as "Attachment A" and incorporated herein for all purposes.

Duties, Term, and Compensation. Facilitator's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Attachment A - Scope of Work and Attachment B – General Terms and Conditions.

Expenses. Facilitator will complete the proposed services outlined within this contract for an amount not to exceed **\$20,000.00**, which includes two (2) Facilitators /Mediators staff time, and all expenses associated with facilitation of 5 stakeholder meetings including meeting preparation, travel and supplies for all five (5) meetings. Upon execution of the Agreement, Facilitator will invoice LPGCD monthly for services rendered during the previous month's meeting. All Payments should be made in accordance with payment terms identified within the attached Scope of Work and the terms of this agreement.

Written Reports. LPGCD may request and Facilitator shall provide progress reports via monthly emails. Written stakeholder feedback shall be submitted to the LPGCD. A final written summary of the stakeholder group's final recommendations shall be submitted to LPGCD at the conclusion of this Agreement.

Conflicts of Interest. Facilitator represents that Facilitator and all staff working on this project are free to enter into this Agreement, and that it does not violate the terms of any agreement between Facilitator and any third party. Further, Facilitator, in rendering Facilitator duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Facilitator does not have a proprietary interest. During the term of this Agreement, Facilitator shall devote as much of Facilitator productive time, energy, and abilities to the performance of Facilitator's duties hereunder as is necessary to perform the required duties in a timely and productive manner. Facilitator is expressly free to perform services for other parties while performing services for LPGCD so long as it does not create a conflict or violate any terms of this agreement.

Termination. Either party may terminate this Agreement at any time by providing ten (10)

business days' advance written notice to the other party in accordance with the "Notices" section below. In addition, if either Party materially breaches provisions of this Agreement, either Party at any time may terminate the agreement immediately and without prior written notice to the Other Party. In the event of early termination, LPGCD is only obligated to pay for work performed by Facilitator through the date of termination.

Independent Contractor. This Agreement shall not render Facilitator an employee, partner, agent of, or joint venture with LPGCD for any purpose. Facilitator is and will remain an independent contractor in Facilitator relationship to LPGCD. LPGCD shall not be responsible for withholding taxes with respect to Facilitator's compensation hereunder. Facilitator shall have no claim against LPGCD hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Nothing in this Agreement or any attachments hereto shall be construed as a waiver of the constitutional, statutory, or common-law rights, privileges, immunities or defenses of the parties. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. The parties shall not assign any of their rights under this Agreement or delegate the performance of any of their duties hereunder, without the prior written consent of the other party.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, by email, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Services to be provided by:

Collaborative Water Resolution, LLC
10604 Natick Lane
Austin, Texas 78739
Email: votteler@waterdisputes.org
Web: waterdisputes.org
Phone: 512-970-9840

Services acquired by:

Lost Pines Groundwater Conservation District
Attn: Jim Totten, General Manager
P.O. Box 1027
Smithville, TX 78957
Email: jtotten@lostpineswater.org
Phone: 512-360-5088

Any party hereto may change its address for purposes of this paragraph by providing written notice to the other Party in the manner provided above.

Modification or Amendment. No amendment change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

Entire Understanding. This Agreement and any attachments or exhibits attached hereto constitute the entire understanding and agreement of the parties and supersedes any and all prior agreements, understandings, and representations Whether written or oral.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision and/or provisions of this Agreement with legal terms and conditions approximating the original intent.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that electronic signatures shall be as effective as if original signatures.

Collaborative Water Resolution, LLC:

LPGCD:

Dr. Todd H. Votteler
President

James Totten
LPGCD General Manager

ATTACHMENT A

Scope of Work

Collaborative Water Resolution, LLC ("FACILITATOR") will support the Lost Pines Groundwater Conservation District ("LPGCD") in the completion of deliverables, including the facilitation of a rulemaking stakeholder advisory committee group to develop and improve LPGCD rules.

LPGCD was created by the State of Texas to regulate the groundwater resources of Bastrop and Lee Counties. Authority given by Chapter 36 of the Texas Water Code designates the District to serve the public interest of developing, promoting, and implementing water conservation, augmentation, and management strategies to both conserve and utilize groundwater resources for the benefit of the citizens, economy, and environment of Bastrop and Lee Counties. In execution of these duties, LPGCD seeks to develop Stakeholder recommendations to help improve the LPGCD rules on the subjects which may include: Production limits and alternatives; Historic Use; Curtailment (indicators and processes for temporary decrease in production); Sustainable Use; 2024 LPGCD 3D mapping and correlative rights; improvements to the LPGCD permit application process; evaluation of other GCDs rules; etc.

Specifically, as mutually agreed, FACILITATOR will work with LPGCD on the following activities:

- 1) With assistance from the Board President and General Manager of the LPGCD, FACILITATOR will develop a facilitation plan to the LPGCD rules on the subjects as referenced above.
- 2) FACILITATOR will serve as a neutral third-party, providing recommendations and facilitation support to the Board, General Manager of LPGCD, and to the stakeholders participating in the above-mentioned stakeholder group. The role of a neutral third-party is to prepare for the meetings, coordinate with LPGCD board members and staff, facilitate the meetings and to assist all participants in identifying, articulating, and satisfying their individual interests while assisting the group as a whole in working toward their shared objective.
 - a. Stakeholder meeting #1– Introductory meeting to introduce the stakeholders to each other and the process and achieve consensus on their shared objective.
 - b. Stakeholder meetings #2, #3, #4 and #5 – Work sessions for the stakeholder group to work toward the development of new or improved LPGCD rules; and,
 - c. Presentation of the stakeholder group's recommendations to the Board, to be presented at a public meeting of the LPGCD.

- 3) FACILITATOR will facilitate up to 5 five Stakeholder meetings, approximately one every 4 to 6 weeks through December 31, 2023. Each meeting shall include a minimum of two facilitators/mediators led by D. Todd H. Votteler. Dr. Votteler will be responsible for securing the facilitator services of the second facilitator, who should already be familiar with related issues and stakeholders. The cost for 5 stakeholder meetings shall not exceed \$20,000. The fees for each meeting shall not exceed \$4,000, which would cover two facilitators/mediators and preparation time for each meeting. Preparation time will include research on the science, policy and history of the LPGCD, working with the staff to prepare for the meetings, and potentially working with stakeholders if requested.
- 4) FACILITATOR will document and track outcomes of the stakeholder meetings and assist the stakeholder group in the development of a recommendation document for presentation to the LPGCD Board. All stakeholder feedback shall be submitted in written format to the LPGCD.
- 5) FACILITATOR will travel to five meetings within the jurisdiction of the LPGCD.

FACILITATOR will complete the proposed services outlined above for an amount not to exceed **\$20,000.00**, which includes FACILITATOR staff time, and all expenses including travel and supplies. Upon execution of the Agreement, FACILITATOR will bill LPGCD for services rendered each month.

Work will commence upon execution of this Agreement, with meetings to be scheduled no sooner than May 1, 2023.

ATTACHMENT B
Additional Contract Terms and Provisions

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of the Parties to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on Parties' property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

RESERVATION OF IMMUNITY:

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from any activity conducted pursuant to this Agreement. Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of the LPGCD relating to the Agreement constitutes, or is intended to constitute, a waiver of LPGCD', or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. LPGCD does not waive any constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

ADHERENCE TO DISTRICT POLICIES:

By executing the Agreement, LPGCD agrees to comply with all District Policies while on District property, including but not limited to the following and, at a minimum, shall apply to LPGCD' s employees and subcontractors while on the Texas State campus:

- a. Prohibition on smoking or tobacco use;
- b. Fire safety;
- c. Hazardous Materials;
- d. Drug-free workplace; and,
- e. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

PUBLIC INFORMATION:

The Parties strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties are required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to follow this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all parties and their respective employees, and others acting by or through them shall comply with all federal, state, University and the Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

Facilitator shall submit monthly invoices for services rendered and LPGCD shall make payments in the amount shown by Facilitator's approved invoices and other documentation submitted. No interest shall accrue for late payments. Each invoice shall show the work completed as related to the specific stakeholder meeting, a brief summary of the work performed, and the total of the invoice amount.

LPGCD agrees to pay to FACILITATOR for satisfactory completion of all services provided by FACILITATOR to LPGCD in accordance with the terms of this Contract. Such payments shall be Facilitator's sole compensation, including travel and all other expenses for its rendering of the Services in accordance with the Attachment A – Scope of Work and the terms of this contract. The LPGCD shall pay an approved invoice within 30 days of receipt of an approved invoice.



COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Lost Pines Groundwater Conservation District

Address: PO Box 1027

City, State, Zip: Smithville, TX 78957

Phone: (512)360-5088

Fax: _____

E-Mail: lpgcd@lostpineswater.org

Broker: eXp Realty, LLC

Address: 9600 Great Hills Trl Ste 150 w

City, State, Zip: Austin, TX 78759

Phone: (512)694-3886

Fax: _____

E-Mail: shara@sharaparker.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 109 Paint Creek South Rd

City: Paige

County: Bastrop

Zip: 78659

Legal Description (Identify exhibit if described on attachment): A120 CULLING, AARON, ACRES 2

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 250,000.00
Two Hundred Fifty Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except _____.

4. TERM:

- A. This Listing begins on _____ Effective Upon Final Signature and ends at 11:59 p.m. on May 31, 2024. Seller may terminate this Listing on notice to Broker any time after December 31, 2023.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

☒ (1) 6.000 % of the sales price.
☐ (2) _____

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
 - (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
 - (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
 - (5) Seller breaches this Listing.
- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
- (1) the closing and funding of any sale or exchange of all or part of the Property;
 - (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
 - (3) Seller's breach of this Listing; or
 - (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) _____ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;

☐ (b) _____ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or

☐ (c) _____.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: _____

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Travis County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: NA _____ (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) _____ % of the sales price if Seller sells the Property;
- (2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____; and
- (3) _____

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. **ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

- ☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- # may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- # may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- # may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- # may not treat a party to the transaction dishonestly; and
- # may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):

- (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer.
(Check only one box.)
 - ☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

- ☒ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.

- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
- (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- ☒ A. Information About Brokerage Services (TXR-2501)
☐ B. Property Description Exhibit identified in Paragraph 2
☐ C. Condominium Addendum to Listing (TXR-1401)
☐ D. Commercial Property Condition Statement (TXR-1408)
☐ E. Information About On-Site Sewer Facility (TXR-1407)
☐ F. Information about Special Flood Hazard Areas (TXR-1414)
☐ G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

Commercial Listing concerning _____

- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Partial Sales or Leases:** If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: Lost Pines Groundwater Conservation District

Broker:

Broker / Company Name: eXp Realty, LLC

By: Elvis Hernandez

License No. 603392

By (signature): _____

By (signature): _____

Printed Name: Elvis Hernandez

Printed Name: Shara Parker

Title: President Date: _____

Title: Realtor License No. 529671

Date: _____

By: Mike Sammang

By (signature): _____

Printed Name: Mike Simmang

Title: Secretary/Treasurer Date: _____

Lost Pines Groundwater Conservation District

Position: Education & Conservation Outreach Coordinator

Job Summary: We are looking for a creative individual to administer the District's education, conservation, community outreach programs; increase engagement and educate school children and the general public regarding water conservation; designs and creates content for monthly magazine article, authors press releases, creates content for website and infographics. The individual in the position will take a self-motivated approach to carry out the mission and goals of the Lost Pines Groundwater Conservation District.

Essential Functions:

- Serve as Education Team Leader;
- Design, coordinate, administer, guide, and track education and outreach activities;
- Supervise and mentor contractors, interns, and staff involved in education and outreach;
- Communicate scientific, technical and regulatory information to well owners, home owners, scientists, school students and the general public;
- Give aquifer and conservation presentations for a wide variety of audiences including service groups, school classrooms, Master Gardeners, etc.;
- Coordinate and/or develop regular press releases, public notices, written articles and solicit attention from print, TV, and radio media for activities;
- Create, manage, maintain, and enhance the website and social media content in conjunction with other staff;
- Design various print publications and digital graphics to promote LPGCD, its programs and conservation efforts.

- Coordinate mass communication through email in such a way that email blasts may be refined to target diverse audiences (Press, Teachers, Permittees, general public);
- Help Inform the public of all upcoming events and meetings through email, web and social media
- Plan and enact conservation programs, teacher trainings, recognition programs, and booth events for the District;
- Collaborate with area educators and public information officers to augment messaging and support efforts that are in line with the District's mission;
- Manage and implement special projects as instructed by the general manager;
- Produce and give monthly reports to District Board of Directors on education activities;

Required Education:

- M.S. degree desired, or equivalent job related experience with emphasis in communication, leadership, education, journalism, and/or related field; Emphasis in water resources or related field preferred.

Required Knowledge, Skills, and Abilities:

- Strong computer skills including word-processing, presentation, graphic design, and layout applications;
- Excellent oral and written communication skills, organization skills, research skills, and public speaking skills;
- Proficiency with web content management systems, Microsoft products, and databases and a variety of software programs such as desktop publishing; graphics programs and social media applications
- Project management and ability to meet multiple deadlines
- Works well with others in all settings and situations;
- Have and maintain a valid Texas driver's license and ability to operate a motor vehicle;
- Ability to travel as required;
- Ability to work outside in all weather conditions;
- Ability to carry equipment or supplies in up to 50 lbs;
- Ability to occasionally work evenings or weekends when required.

Preferred Knowledge, Skills, and Abilities:

- Knowledge of local geology, environmental concerns, public policy, and local ordinances and policies;

Salary: Commensurate with experience

- Applications: Please submit cover letter, list of references and resume/vitae via email to lpgcd@lostpineswater.org; US Mail to: ATTN: General Manager, PO Box 1027. Smithville, TX 78957

Deadline: Applications will be accepted DATE or until qualified applicant is selected.

Governance Committee
April Report

The Governance Committee met by Zoom at 9:00 AM, on April 5th, 2023.

Attending: Elvis Hernandez, Kay Rogers, Michael Simmang, Natasha Martin, April Griffin, Greg Ellis and James Totten (GM).

- The Committee discussed the status of Gatehouse litigation
- Greg Ellis and the Committee discussed the status of the mitigation bill and other proposed groundwater related bills
- April Griffin and the Committee discussed the Stakeholder Group facilitator and Realtor contracts
- The Committee discussed the April Rules Workshop. The deadline for written public feedback, on the proposed workshop rules, be 2 weeks after the Workshop on April 19th, namely on May 3rd.
- The Committee discussed the GM annual performance review process and resolution
- The Committee discussed the Thomas Turfgrass irrigation permit request
- The Committee planned and discussed the items for the April board meeting agenda

No. 2023-04-02

LOST PINES GROUNDWATER CONSERVATION DISTRICT

RESOLUTION RATIFYING BOARD ACTION ON GENERAL MANAGER
PERFORMANCE EVALUATION

WHEREAS, the Lost Pines Groundwater Conservation District (the "District") was created in 1999 by Senate Bill 1911, 76th Texas Legislature, pursuant to Section 59, Article 16 of the Texas Constitution and Article 7880-3c, Texas Civil Statutes (now Chapter 36, Texas Water Code); ratified by the 77th Texas Legislature in 2001; and confirmed by voters in Bastrop and Lee counties in November 2002;

WHEREAS, the District Board of Directors ("Board") is responsible for the management of all the affairs of the district pursuant to Tex. Water Code §36.057;

WHEREAS, the Board adopted the Employee Manual at its April 20, 2022 board meeting providing for an annual performance evaluation of the General Manager; and

WHEREAS, pursuant to District Rule 2.2, the Board will determine the compensation to be paid to the General Manager, and review the actions and performance of the General Manager at least annually; and

WHEREAS, according to the minutes of the August 29, 2022 special Board meeting, the Board evaluated the General Manager's actions and performance in an interim evaluation and delegated authority to a subcommittee of the Board to review the findings of the interim evaluation with the General Manager;

WHEREAS, the subcommittee of the Board reviewed the interim evaluation with the General Manager on February 1, 2023 and documentation of that review was included in the General Manager's personnel file;

WHEREAS, the Board finds that the February 1, 2023 interim evaluation qualifies as the 2022 annual evaluation under Rule 2.2 and the Employment Manual and considers the 2022 annual evaluation completed;

WHEREAS, the Board seeks to ratify the interim evaluation and consider it as the 2022 annual evaluation and finds that the General Manager's current compensation adjusted after the interim evaluation is valid;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lost Pines Groundwater Conservation District that the February 1, 2023 interim evaluation is ratified as the

2022 annual evaluation under Rule 2.2 and the Employment Manual, the 2022 annual evaluation has been completed, and the General Manager's current compensation is valid.

PASSED AND EFFECTIVE ON _____, 2023.

LOST PINES GROUNDWATER
CONSERVATION DISTRICT

By: _____
Elvis Hernandez, President
Board of Directors

ATTEST:

By: _____
Mike Simmang, Secretary-Treasurer
Board of Directors

Exhibit B

LOST PINES GROUNDWATER CONSERVATION DISTRICT

ANNUAL PERFORMANCE EVALUATION

December 31, 2022

For Evaluation Period Ending

Jim Totten

Name

General Manager

Title

Overall Purpose of the Position. (Attach job description if necessary.)

Responsible for planning, organizing, scheduling, and directing all programs of the District necessary to carry out groundwater and related hydro-geologic management activities.

Key Responsibilities	Evaluation of Performance
Office Administration: oversight of District office operations, supervision of staff, maintaining records, preparing reports, daily correspondence, submitting forms of District to State, Federal agencies, prepare for District board meetings. 15%	Exceeds Meets Does not meet
Financial: Maintain the District's financial records, prepare and monitor District budget, work with auditors, provide regular financial reports to the board, assist with District investments. 10%	Exceeds Meets Does not meet
Science/technical: Oversee aquifer monitoring system, measure water levels, collect samples, determine GW withdrawal & discharge. Supervision of professional/ technical staff in various hydro geologic investigations; monitoring & inventorying potential hazards such as abandoned wells, sink holes, development and other hazards. 30%	Exceeds Meets Does not meet

Exhibit B

LOST PINES GROUNDWATER CONSERVATION DISTRICT **ANNUAL PERFORMANCE EVALUATION**

Key Responsibilities	Evaluation of Performance (select one)
Governmental liaison: Coordinate with various local, state, and federal agencies on agricultural, natural resource, conservation issues, including public and private officials and organizations. Serve as representative to GMA12, and TWDB Region K. 15%	Exceeds Meets Does not meet
Community outreach/education: Development of a public information program to schools, cities, organizations, publishing news articles, making presentations, etc. to publicize the work of the District & GW conservation. Coordinating with water well drillers and landowners to insure compliance with rules on well development, well spacing, GPS location. Working with farmers to achieve water efficiency. 10%	Exceeds Meets Does not meet
Board of Directors: Accept directives from board. Make recommendations on rules, regulations, legislation, water management plans and policies, including the balancing of the conservation and production of GW resources. Serve as a resource at regular, special & committee meetings. Provide guidance and perform other duties as needed for the board. 10%	Exceeds Meets Does not meet
Professional development: Participating in training sessions, conferences, seminars to continue to develop job skills, maintain awareness of current District issues to assure compliance with state requirements. Participate in local, regional, state or national water meetings, including making presentations at various conferences or meetings. 5%	Exceeds Meets Does not meet
Project management: Coordinate special projects with the current landlord, outside contractors and with possible recommendations from the board, such as new office renovations, monitoring well field development. 5%	Exceeds Meets Does not meet

Exhibit B

LOST PINES GROUNDWATER CONSERVATION DISTRICT
ANNUAL PERFORMANCE EVALUATION

Overall Performance Evaluation
Guide for Evaluation: ○ Performance exceeds expectations: Performance overall exceeds expectations. ○ Performance meets expectations: Overall performance is good and solid. ○ Does not meet expectations: Performance has not met key responsibilities.
In the space below, please provide a rating and summary of the employee's overall performance. In determining the overall rating, please consider the ratings in each key responsibility and, if applicable, the percent time or weight of each key responsibility. Please also note specific areas of performance where improvements can be made and describe the Performance Action Plan for addressing any performance deficiencies and the scheduled follow-up dates on the plan.
Overall Rating and Comments: (Attached additional sheets for comments if necessary.)

Evaluator Information

Name of Evaluator

Director

This performance evaluation was submitted on:

, 2023

Signature

Exhibit B

LOST PINES GROUNDWATER CONSERVATION DISTRICT

ANNUAL PERFORMANCE EVALUATION

Management Review

In the space below, please enter any comments on this evaluation (optional). (Attach additional sheets for comments if necessary.)

Evaluator

Date

Signature

Employee Comments

In the space below, please enter any comments on this evaluation (optional). Your comments are part of the evaluation and will be included in your personnel file. (Attach additional sheets for comments if necessary.)

Comments provided on: (date)

Signature

Exhibit B
LOST PINES GROUNDWATER CONSERVATION DISTRICT

ANNUAL PERFORMANCE EVALUATION
Lost Pines Groundwater Conservation District

General Manager Job Identification:

This position is responsible for planning, organizing, scheduling and directing all programs of the District necessary to carry out groundwater and related hydro-geologic management activities. These activities include, but are not limited to:

- Supervising District office and staff in operations, maintaining the District's records system, preparing reports, handling daily correspondence, submitting all forms having to do with the operation of the District to appropriate State and Federal agencies, prepare for District Board meetings.
- Maintaining the District's financial records, entering deposits and expenditures, preparing and monitoring the District's annual budget, working with auditors of financial records, providing regular financial reports to the Board, and assisting with investment of district funds.
- Oversee and maintain an aquifer monitoring system, measurement of water levels and collection and analysis of water quality samples, determination of groundwater withdrawal and recharge;
- Supervising and directing subordinate professional and technical personnel in executing various geologic activities and hydro geologic investigations;
- Supervising, monitoring and inventorying of potential hazards such as abandoned wells, sink holes, residential and commercial development, water well construction and other potential hazardous activities;
- Working closely with the staff of the TCEQ, TWDB, State Health Department, the Texas Legislature, City, County and Resource Conservation governmental bodies within the District, and Federal and State agricultural and resource conservation agencies, rural water authorities, and other elected and appointed public officials;
- Interfacing with a wide variety of public and private organizations, actively participating in appropriate local, regional, state, and national water meetings;
- Developing recommendations to the Board for guidelines on the protection of groundwater and assuring the enforcement of rules and regulations regarding protection of groundwater, including water management plans and policies;
- Working with outside contract consultants on special projects;
- Working with private water well drilling companies and landowners to insure compliance with all District rules regarding well development, including but not limited to, well spacing and GPS location;
- Working directly with area farmer irrigators to assist in providing water efficiency;
- Carrying out a public information program to schools, organizations, cities, and agencies working throughout the state and nation, publishing news articles, giving talks, preparing displays and demonstrations, and using other opportunities to publicize ground water conservation issues;

Exhibit B

LOST PINES GROUNDWATER CONSERVATION DISTRICT

- Participating in training sessions and seminars to develop job skills,
^{maintain}
ANNUAL PERFORMANCE EVALUATION
current awareness of water district issues, and assure compliance with state requirements and policies; and
- Performing other duties as requested by the Board of Directors.

Requirements:

This position requires a Bachelor's degree, preferably in business, public administration, agriculture, engineering or a related field, or prior experience involving local government finance and administration, skilled in public relations; financial management skills including budget coordination and supervision of accounting with automated systems; strong oral, written and organizational skills; basic knowledge of chemistry and lab procedures; a working knowledge of computers; a valid driver's license; ability to work with tools and equipment; ability to exercise initiative, independent judgment and responsibility; and ability to work outdoors in varying kinds of weather. Benefits include; vehicle allowance, salary plus stipend for insurance and retirement funding.

RESOLUTION ADOPTING REVISED EMPLOYEE MANUAL
LOST PINES GROUNDWATER CONSERVATION DISTRICT

WHEREAS, the Lost Pines Groundwater Conservation District (the "District") was created in 1999 by Senate Bill 1911, 76th Texas Legislature, pursuant to Section 59, Article 16 of the Texas Constitution and Article 7880-3c, Texas Civil Statutes (now Chapter 36, Texas Water Code); ratified by the 77th Texas Legislature in 2001; and confirmed by voters in Bastrop and Lee counties in November 2002;

WHEREAS, the District Board of Directors ("Board") is responsible for the management of all the affairs of the district pursuant to Tex. Water Code §36.057;

WHEREAS, the Board adopted the Employee Manual at its April 20, 2022 board meeting and now seeks to amend the previously adopted Employee Manual as proposed; and

WHEREAS, the Board reviewed the Revised Employee Manual at its April 19, 2023 meeting and seeks to adopt this manual pursuant to Tex. Water Code §36.057.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lost Pines Groundwater Conservation District that the Revised Employee Manual as attached is adopted and that a copy of this resolution be posted on the District website.

PASSED AND EFFECTIVE ON _____, 2023.

LOST PINES GROUNDWATER
CONSERVATION DISTRICT

By: _____
Elvis Hernandez, President
Board of Directors

ATTEST:

By: _____
Mike Simmang, Secretary-Treasurer
Board of Directors

Statement of Affirmation: I acknowledge that I have received a copy of this Revised Employment Manual. I also acknowledge that the provisions of the Employment Manual are part of the terms and conditions of my employment and that I agree to abide by them.

This Revised Employment Manual shall become effective as of April 19, 2023.

Signature of Employee: _____

Printed Name: _____

Date: _____

**REVISED EMPLOYMENT MANUAL
of the Lost Pines Groundwater Conservation District**

This Revised Employment Manual (the “Manual”) contains the policies of the Lost Pines Groundwater Conservation District (the “District”) that govern the behavior and duties of the District’s employees and Board of Directors. The term “employees” as used throughout this document excludes all Directors on the Board of Directors (the “Board”), excepting that a Director shall be an “employee” for only those purposes described under Section 36.060 of the Texas Water Code.

Employment with the District is on an at-will basis as defined under Texas law. This means that the employment relationship may be terminated at any time by either the employee or the District for any reason not expressly prohibited by law, or for no reason at all. Nothing contained in this manual should be construed as a guarantee of continued employment or of any particular policy or benefit. The policies, programs, and benefits described in this manual may be eliminated, added to, subtracted from, or otherwise amended at any time without advance notice or cause. Interpretations of this policy are reserved to the Board.

1) **EEO Policy.** This Section of this Manual shall be adopted as the District’s Equal Employment Opportunities Policy (the “EEO Policy”).

- a. **Equal Employment Opportunity.** The District is committed to complying with all federal, state, and local laws providing equal employment opportunities (EEO) and is committed to fair and equal treatment of all employees, and fair and equal consideration of all prospective employees, without regard to race, color, age, religion, sex, sexual orientation, transgender status, ancestry, Vietnam or disabled veteran status, national origin, genetic make-up, or disability.
- b. **Discrimination and Harassment Prohibited.** The District maintains a work environment free of harassment or discrimination because of sex, sexual orientation, gender (including transgender status), race, religion, color, national origin, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. The District will conduct a prompt and thorough investigation of all allegations

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of any violation of this EEO Policy in a confidential manner. The District will take appropriate corrective action, if and where warranted. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

- c. Sexual Harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- d. Reporting Discrimination or Harassment. If an employee feels that they have witnessed or have been subjected to any form of discrimination or harassment, the employee shall immediately notify their supervisor. The District prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination. The District will promptly and thoroughly investigate any claim and take appropriate action where the District finds a claim has merit. If the District determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. The District may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge.
- e. Accommodations. The District complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, the Family and Medical Leave Act, and all applicable state and local employment law regarding disabilities. The District will provide reasonable accommodations to otherwise qualified individuals with a disability, where appropriate, to allow the individual to perform the essential functions of the job unless doing so would create an undue hardship on the the District. Employees may request an accommodation when their religious beliefs cause a deviation from the District dress code or the individual's schedule, basic job duties, or other aspects of employment. The District will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law.

2) Personnel Records.

- a. The District maintains a personnel file for each employee. All information is kept confidential to the extent allowed by law, with only authorized personnel having access to it. The employee's individual personnel records are available for review upon employee's request during work time. Employees may also make copies of their personnel records.
- b. Under Section 552.024 of the Texas Government Code (the Public Information Act), the employee may request that his/her home address, home telephone number, emergency

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contact information, social security number, or information that reveals whether the employee has family members be kept confidential. This election must be made in writing within the first 14 days of employment or within 14 days of termination of employment with the District. If the election is not timely made, all or part of this information will be subject to disclosure in response to a request for public information.

3) **Employment.**

- a. Recruitment of Employees. Job openings for Regular positions are posted in a manner designed to be available to a wide range of applicants, both internal and external. The posting will include the job title, any required qualifications, the method for applying, and any applicable application deadlines. Depending upon the position sought, an applicant may be required to consent to a criminal background check, a check of the applicant's references, a check of the applicant's driving records, and a credit check. Some job offers are made contingent upon the successful applicant passing a medical examination that is job-related and consistent with business necessity.
- b. Offers to Potential Employees.
 - i. Any offer to a potential employee will be made by a written offer letter that identifies the potential employee's employment as "at will" and describes the employee's title, job duties, and whether the employee is to be full-time, part-time, or have a temporary position.
 - ii. Offer letters may include a reference to a "restrictive covenants agreement" to be executed by the applicant upon the acceptance of a job offer. This agreement may contain provisions related to confidentiality of information, assignment of work product, and no solicitation of other employees post-employment.
- c. Work Week. Normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Employee Classifications.
 - i. Regular Employee. A Regular Employee is an employee who is hired into a non-temporary position without a predetermined end date and works regularly scheduled hours per week.
 - ii. Exempt Employee. Exempt employees are Regular employees who are not subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and are therefore not entitled to overtime pay.
 - iii. Nonexempt Employee. Nonexempt employees are Regular employees and subject to the minimum wage and overtime provisions of the FLSA. Nonexempt employees must be compensated for each hour worked and at one and a half times their regular rate of pay for any hours worked over 40 hours in a single work week.

- iv. Full-Time Employee. A full-time employee is a Regular employee expected to work a minimum of 30 hours each week. Full-time employees are entitled to receive all of the benefits offered by the District. The full-time employee can either be exempt or nonexempt.
- v. Part-Time Employee. A part-time employee is a Regular employee working less than 30 hours per week. Part-time employees must be paid for each hour worked. Part-time employees are not eligible for the District's benefit programs.
- vi. Temporary Employee. A temporary employee is defined as an employee who is hired for a specific period of time or for a specific task or project. Temporary employees are not limited in the number of hours they can work by week, pay period, or annually. Temporary employees are not eligible for the District's benefit programs or for paid time off. Temporary employees are paid overtime at a rate of time-and-one-half their hourly pay rate for hours they work in excess of 40 hours per work week. Temporary employees are not Regular employees.
- vii. Intern. An intern is typically a student employee or volunteer for the District. An intern may or may not receive monetary compensation. If compensated, the intern is classified as a nonexempt temporary employee. Interns are not eligible for the District's benefit or for paid time off. If compensated, interns are paid overtime at a rate of time-and-one-half their hourly pay rate for hours they work in excess of 40 hours per work week. Offer letters for interns must expressly describe the nature of the internship and stipulate whether the internship will be paid or unpaid. Employees seeking to retain interns may only make offers for internships in writing and may not make an offer to the prospective intern until after notifying their supervisors for approval of the written offer letter.
- e. Conflicts of Interest. Conflicts of interest may create actual or potential job-related concerns. If there is any actual or potential conflict of interest between an employee and a competitor, supplier, distributor, or contractor to the District, the employee must disclose it to the Board. If an actual or potential conflict of interest is determined to exist, the Board will take such steps as it deems necessary to reduce or eliminate this conflict.
- f. Employment of Relatives. The District will not employ relatives in positions where actual conflicts of interest may arise.
- g. Probationary Period. Every new employee shall undergo a six (6) month probationary period (the "Probationary Period") that shall commence upon their date of hire. Upon the completion of the Probationary Period, the employee shall be eligible for certain benefits as described in this Manual.
- h. Requests and Reports to General Manager. Should the Board appoint a General Manager for the District under Section 36.056 of the Texas Water Code, employees shall deliver reports and requests under this Manual, such as reports under the Ethics Policy or leave requests (as described below), to the General Manager.

i. Confidential Information and Data.

- i. “Confidential Information” means all confidential and proprietary knowledge, data, or information so identified by the District, whether in electronic or physical form, including, but not limited to, documentation, financial statements, operational plans, forecasts, and budgets.
- ii. Employees will, during the course of their employment, have access to information and data considered “confidential” by the District. Employees will use their best efforts to maintain and protect the secrecy of this Confidential Information. Employees may not divulge any Confidential Information to any third party without the written approval of their direct supervisor. Employees shall not remove any Confidential Information (including any electronic devices containing Confidential Information) from the District’s premises, copy any Confidential Information, or delete any Confidential Information. Employees shall presume that all electronic devices owned by the District contain Confidential Information and shall be removed from the District’s premises unless the Employee’s supervisor agrees in writing.
- iii. Upon request by the District, including any request made at or after the time an employee receives notice that their employment shall cease, employees will promptly return all originals and all copies of all Confidential Information (including all tangible media, electronic devices, or other property embodying, storing, or holding Confidential Information) that an employee may have in their possession.

j. Annual Performance Evaluation.

- i. In December of each year the General Manager shall complete an Annual Performance Evaluation for each employee. The Annual Performance Evaluation shall be of substantively the same form as the “Annual Performance Evaluation” attached as “Exhibit A” to this manual.
- ii. The General Manager may submit the completed Annual Performance Evaluations to the Board. In the alternative, the General Manager may provide qualitative assessments to the Board where such assessments describe the overall results of the Annual Performance Evaluations, including whether employees met or exceeded the expectations of their employment.

k. Annual Performance Evaluation of the General Manager. In December of each year, the Board shall conduct the General Manager’s annual performance evaluation by:

- i. each Board Director submitting a completed General Manager Performance Evaluation Form, attached as “Exhibit B” to this manual, to the Governance Committee.
- ii. approving the final evaluation report and the proposed General Manager’s annual compensation, provided by the Governance Committee;
- iii. The Governance Committee shall, as directed by the Board:

- a. collect and compile the General Manager Performance Evaluations received from each Director;
 - b. review the information included in each Director's individual General Manager evaluation form to determine whether the General Manager has fulfilled their responsibilities and to determine whether additional responsibilities should be delegated to the General Manager;
 - c. Create, and provide to the Board, a General Manager final annual evaluation report, which shall include a proposed annual compensation recommendation to be paid to the General Manager for the upcoming fiscal year.
- iv. All annual performance evaluation documentation collected to create the General Manager's final annual evaluation report, including each Director's individual evaluation, shall be maintained in the General Manager's personnel file.

4) **Ethics Policy.** The District is a political subdivision of the State of Texas and its employees are public servants. The Board and employees will comply with all state laws governing ethics and conflicts of interest. Because of potential conflicts of interest, ethical considerations, and liability matters, an employee must notify the Board before accepting any outside employment or engaging in any activities which may cause a conflict of interest or the compromise of the District's ethical or professional standards. Criminal penalties may apply for certain violations of Texas ethics laws.

- a. Prohibited Activities. This list is not all-inclusive. Violation of the public trust in any way is a violation of this Ethics Policy Section and may result in disciplinary action up to and/or including termination.
- i. Employees may not use their official position to secure special privileges or exemptions for themselves or others.
 - ii. Employees may not grant any special consideration, treatment or advantage to any citizen, individual or group beyond those that are available to every other citizen, individual or group.
 - iii. Employees may not disclose, without proper authorization, confidential information that could adversely affect the property, management, or affairs of the District, or directly or indirectly use any information for their own personal gain or benefit, or for the private interest of others.
 - iv. Employees may not represent, directly or indirectly, or appear on behalf of private interests before the Board, nor shall they represent any private interest in any action or proceeding involving the District, nor shall they accept a retainer or compensation that is contingent upon a specific action taken by the District.

- v. Employees may not be directly or indirectly interested in any contract in which the District is a party, or solicit, accept, or agree to accept any benefit from a party known to be or likely to be involved in a transaction involving the District.
- vi. Employees may not solicit, accept, or agree to accept an honorarium in consideration for services that he or she would not have been requested to provide but for his or her official position with the District.
- vii. Employees may not solicit, accept, or agree to accept any benefit from a person and/or group the employee knows to be subject to regulation, inspection, or investigation by the District.
- viii. Employees may not provide to others gifts, entertainment, or services on behalf of the District that could not be accepted under this policy.
- ix. Employees may not engage in acts of misconduct or dishonesty, including, but not limited to:
 - 1. theft or other misappropriation of assets, including assets of the company, customers, suppliers or others with whom the District has a business relationship;
 - 2. misstatements and other irregularities in company records, including the intentional misstatement of the results of operations;
 - 3. forgery or other alteration of documents; and
 - 4. fraud and other unlawful acts.

b. Reporting Violations of this Ethics Policy.

- i. It is the responsibility of every employee to immediately report suspected violations of this Ethics Policy. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.
- ii. After reports are made, the investigative team acting on the District's behalf will have free and unrestricted access to all company records and premises and the authority to examine, copy and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities (whether in electronic or other form) without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of investigative or related follow-up procedures. All investigations of alleged wrongdoing will be conducted in accordance with applicable laws.
- iii. Care must be taken in reporting suspected violations of this Ethics Policy to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that a follow-up and investigation is underway, and to avoid making statements which could adversely affect the District, an employee, or other parties. Accordingly, the general procedures for investigation of reported incidents are as follows:

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1. employees and others must immediately report all factual details as indicated above under this Ethics Policy;
2. do not communicate with suspected individuals about the matter under investigation;
3. neither the existence nor the results of investigations or other follow-up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively; and
4. All inquiries from an attorney or any other contact from outside of the District, including those from law enforcement agencies or from the employee under investigation, should be referred to the District's legal representative.

5) Benefits - Group Insurance Programs.

- a. Health, Dental, Vision. Full-time employees are eligible for the District's group insurance program on the first day of the month following the completion of the employee's Probationary Period. Group insurance benefits are subject to change at any time. The District may alter the types of insurance offered, vary or eliminate the amount of premium that the District will pay, or eliminate group insurance benefits entirely.
 - i. The District may pay a percentage of the employee's premium, including a percentage of the employee's dependent coverage premium, of the District's current health insurance provider. These percentages will be provided to the employee prior to employee's enrollment in any health insurance plan.
 - ii. The District may pay a percentage of the employee's premium, including a percentage of the employee's dependent coverage premium, of the District's current dental insurance provider. These percentages will be provided to the employee prior to employee's enrollment in any dental insurance plan.
 - iii. The District may pay a percentage of the premium for basic employee life insurance coverage at a multiple of the employee's annual salary, up to a maximum level of coverage (the District's life insurance coverage includes short-term disability coverage, long-term disability coverage, and basic employee accidental death and dismemberment coverage). This percentage, multiple, and maximum level will be provided to the employee prior to employee's enrollment in any life insurance plan.
 - iv. The District may pay a percentage of the employee's premium for vision insurance. This percentage will be provided to the employee prior to employee's enrollment in any vision insurance plan.
- b. Unemployment Compensation Insurance Policy. Unemployment compensation insurance is paid for by the District and provides temporary income for employees who have lost their job under certain circumstances. The employee's eligibility for unemployment

compensation will, in part, be determined by the reasons for the employee's separation from the District.

- c. Workers' Compensation Insurance Policy Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work-related injuries. If an employee is injured on the job while working at the District, no matter how slightly, the employee shall report the incident immediately to their Team Leader. Consistent with applicable state law, except in situations where the employee is incapacitated or unable to submit a report, failure to report an injury within a reasonable period of time (where such "reasonable period of time" shall not exceed twenty-four (24) hours) could jeopardize the employee's claim for benefits. To receive workers' compensation benefits, the employee will notify the General Manager, or his/her designee, immediately of the claim. If the injury is the result of an on-the-job accident, the employee must fill out an accident report. The employee will be required to submit a medical release before they can return to work.

6) **Policy for a Drug-Free Workplace.** To ensure a safe and productive workplace, and to provide education and treatment to District employees, the following rules regarding alcohol and Controlled Substances in the workplace have been established. The policy applies to all employees of the District regardless of rank or position. Employees who violate this policy are subject to appropriate disciplinary action, up to and including termination.

- a. Violations. Any of the following actions constitute a violation of this Policy and may subject an employee to disciplinary action up to and including termination:

- i. Using, selling, purchasing, transferring, dispensing, distributing, possessing, manufacturing, or storing a Controlled Substance or Drug Paraphernalia, or attempting or assisting another to do so while in the course of employment or engaged in a District sponsored activity, on District premises, in District owned, leased or rented vehicles, or on District business.
- ii. Working or reporting to work, conducting District business, being on District premises or in a District owned, leased or rented vehicle while under the influence of a Controlled Substance or alcohol, or while in an impaired condition.
- iii. Possession and use of prescription drugs on District property is permitted only if the employee has a valid prescription from a doctor. Excessive, abusive, or hazardous use of either prescription or over-the-counter drugs on District property is prohibited.

- b. Definitions.

- i. "Controlled Substance" means any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. §812), as amended. In general, it is any drug or derivative thereof, of which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, local

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law or regulation; any other drug including (but not limited to) a prescription drug, used for any other reason other than a legitimate medical reason; and inhalants used illegally.

- ii. “Drug Paraphernalia” means equipment, products, or materials that are used or intended for use in concealing an illegal drug, or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance.
- c. Drug Testing. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or an accident involving injury to a third party or damage to District property or the property of another if there is a reasonable suspicion of alcohol or drug use. Employees engaged in safety-sensitive job duties may be randomly tested for alcohol or drug use. Safety-sensitive duties are those which involve the safety of the employee or of third parties and include without limitation operation of any vehicle or equipment for which a commercial driver’s license is required.
- d. Mandatory Reporting of Convictions. Employees are required to provide written notice to the Board within five (5) calendar days of a conviction, deferred adjudication, or plea of nolo contendere for violation of any criminal offense beyond a Class C misdemeanor under the Texas Penal Code .
- e. Coordination with Law Enforcement Agencies. The District will report information concerning sale, possession, purchase, transfer, or use of any Controlled Substance or Drug Paraphernalia on District premises to law enforcement officials and will turn over to the custody of the law enforcement officials any such substances found during a search of an individual or property. Searches of lockers, desks or closets will only be conducted when based on reasonable cause. The District will cooperate fully in the prosecution and/or conviction of any violation of the law.
- f. Employee Assistance Program. The District will provide employees and their families with confidential, professional assessment and referral for assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol or Controlled Substances. The cost of treatment, counseling or rehabilitation resulting from an Employee Assistance Program (EAP) referral will be the responsibility of the employee but may be partially covered under the District’s health insurance. When suspected or documented job impairment due to alcohol or Controlled Substance use has been observed and identified, the Board may recommend participation in the EAP. Self-referral by employees or family members is strongly encouraged. Self-referral will not be the basis for corrective actions but does not preclude the District’s use of corrective actions based on job performance. EAP-related activities, such as referral appointments, will be treated on the same basis as other personal business or health matters regarding use of sick leave or comp time. Sick leave may be taken as needed.

7) Payment Policy.

- a. Pay Periods. The District will set paydays on either a bimonthly or biweekly basis. If a payday falls on a holiday, employees will be paid on the last working day prior to the holiday. The District requires “direct deposits” to employees’ bank accounts and will

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require employees to complete authorization forms for such direct deposits. Any payments to members of the Board may also be made by direct deposits and will require completed authorization forms.

- b. Overtime. By law, the rate of compensation for overtime is dependent upon whether an employee's position is exempt or nonexempt, as reflected in their personnel file. Nonexempt Employees may not perform overtime work unless they receive written approval from the General Manager.
 - c. Deductions. Certain deductions are made from employees' gross earnings: those required by law and those authorized by the employee. The law requires that regular amounts be deducted from an employee's pay and to be applied toward payment of the employee's federal income taxes, Social Security, and Medicare. If an employee wishes, they may have additional deductions taken for the employee optional insurance programs and/or other miscellaneous deductions upon written request. Improper deductions from the pay of Exempt Employees is prohibited. The Exempt Employee should immediately provide notice if the employee believes that an improper deduction from his/her salary has been made.
 - d. Cost of Living Pay Increases. Cost of living pay increases may be given only after the completion of the Annual Performance Evaluation that will be placed in the employee's personnel file. Any cost of living pay increase must be approved by the Board. An employee is not eligible for a cost-of-living increase until after completion of one full year of employment with the District.
 - e. Merit-Based Pay Increases. Merit-based pay increases may be given only after the completion of the Annual Performance Evaluation that will be placed in the employee's personnel file. Merit-based pay increases will only be given pursuant to documented exemplary performance as documented in the employee's Annual Performance Evaluation. Any merit-based pay increase must be approved by the Board.
- 8) **Retirement Plan**. The District maintains a retirement program for its eligible employees after the first year of employment (see Lost Pines Groundwater Retirement Plan and Trust, Summary of Plan Provisions, for eligibility requirements). The District may deduct a percentage of the employee's salary from the employee's paycheck each pay period and then match a portion of such deduction with a District contribution. The employee portion and the District's contribution of the retirement funds are then invested under the employee's name in a retirement plan approved by the Board. An employee may choose from among several different funds for the retirement plan. Upon entry into the program, eligible employees will be vested to a certain percentage with the District's contribution. This vested percentage may increase after a number of years of service with the District (to be determined by the Board). Note that this is a federal income tax-deferred program and only an applicable percentage of gross wages will be tax-deferred for federal income taxes only; not for Social Security or Medicare taxes. The District may alter the terms of its retirement plan or eliminate the plan at its discretion.

9) Complaints.

- a. The complaint process begins with preparing a written complaint, providing as many specifics about the issue as possible, and filing the complaint within a reasonable amount of time after the event. The District will consider the complaint, investigate if appropriate and provide a written decision to the complainant within thirty (30) calendar days of receipt of the complaint.
- b. Complaints regarding discrimination or harassment are governed by the District's EEO Policy.
- c. The District will keep all matters pertaining to formal complaints confidential to the extent possible without jeopardizing the effectiveness of any required investigation.
- d. Retaliation is prohibited. Retaliation or any other negative action is prohibited against any employee who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.
- e. Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

10) Paid Time Off.

a. Vacation.

- i. The amount of vacation time earned may be based on the length of employment with the District. All full-time employees will earn vacation time in accordance with guidelines adopted by the Board.
- ii. All eligible employees will begin to accrue vacation benefits after the end of their Probationary Period and are eligible to take vacation after the end of their Probationary Period. For calculating vacation eligibility, an employee's length of service is the continuous time spent in regular employment by the District, including time spent on military leave of absence but excluding leaves of absence for any other purpose, unless otherwise waived by the Board. Vacation does not accumulate during the time an employee is on a non-military related unpaid leave of absence.
- iii. All vacation requests must be submitted with reasonable advance notice for approval. Employees may only use accrued vacation leave and may not carry a negative leave balance.
- iv. The maximum amount of vacation time an employee may hold at any one time cannot exceed two times the annual rate for the year. For example, a six-year employee may accrue up to 120 hours of vacation time per year. That employee may hold a maximum

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of 240 hours of vacation leave at any one time. If an employee accrues up to two years vacation time, the employee will not be allowed to accrue further vacation time until the maximum accrued time is reduced by taking time off.

- b. Voluntary Termination. If an employee voluntarily leaves the employment of the District and a minimum of two weeks' notice is given or the employee is terminated, the employee will be paid for any unused vacation to which they are entitled at the time of the separation.
- c. Personal Days. In addition to vacation days, full-time employees receive "personal days" as outlined in this Section. Personal days may be taken at the employee's discretion like vacation days but require explicit notice and approval. Employees become ineligible for using personal days upon giving notice of resignation. There is no carry-over of unused personal days from fiscal year to fiscal year, and unused personal days are not compensated to the employee at any time including termination of employment. The number of personal days available is dependent upon the level of the employee:
 - i. During Probationary Period: no personal days available;
 - ii. Staff-level employee: one personal day per fiscal year;
 - iii. Senior-level employee: two personal days per fiscal year.
- d. Holidays. The District recognizes all federal holidays. Holidays which fall on Saturday will be observed on Friday, and those which fall on Sunday will be observed on Monday. If a holiday occurs during an employee's vacation, the employee will be paid for that holiday and will not be charged with a vacation day for the day the holiday is observed.

11) Termination of Employment.

- a. Resignation. Employees are requested to give at least two weeks' notice in writing prior to voluntary termination. Two weeks' notice is required for payment of any accrued vacation time. At the option of the District, the employee may be required to take unused vacation during the termination notice period. Vacation and sick time will continue to accrue during the two-week notification period. All keys and District property must be returned before the last working day.
- b. Job Abandonment. If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three (3) consecutive days, the employee will be considered to have abandoned their job and voluntarily resigned from the District. Employees who do not return to work after approved leave will be considered to have abandoned the position, and their employment will be terminated immediately. An employee who fails to return to work after the expiration of approved leave will be required to reimburse the District of the District's portion of any health premiums paid during the leave, unless the reason the employee fails to return is a serious health condition which prevents the employee from performing their job, or if the circumstances are beyond the employee's control.

- c. Workforce Reductions (Layoffs). If necessary, based upon unexpected budget restrictions, the District may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the District will make its best effort to make sound business decisions while acknowledging the needs of its workforce. Any RIF will abide by applicable laws.
- d. Disciplinary Action. Violation of District policies, including violation of any policies or provisions in this Manual, may result in (but is not limited to) the following disciplinary action: oral reprimands, written reprimands, suspension with or without pay, probation, performance improvement plans, and/or employment termination. Generally, discussions with supervisors and attempts to remedy problems precede termination. However, immediate termination without prior discipline may result when the severity of the infraction or the best interest of the District requires such action.
- e. Exit Interview. An employee may be asked to participate in an exit interview when leaving the employ of the District. The purpose of the exit interview is to provide the District with greater insight into the employee's decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the District in developing effective recruitment and retention strategies. An employee's cooperation in the exit interview process is appreciated.
- f. Criminal Activity or Arrests. Involvement in criminal activity (including arrests) during employment, whether on or off the District property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action taken is not dependent upon the disposition of any case in court and will be based on information reasonably available. This information may come from witnesses, police, or any other source the Board has reason to view as credible. Employees must immediately notify their supervisor if they are arrested, charged, indicted, or convicted of any felony or misdemeanor.
- g. Severance. A severance package is not legally required of employers. Severance packages are benefits, and with few exceptions, providing benefits is optional for employers in the United States. The District may offer severance packages to full-time employees who have worked at the District for at least one full year and that are terminated without cause.

12) Social Media Policy.

- a. Social media includes various means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, as well as any other form of electronic communication. District principles, guidelines, and policies apply to online activities just as they apply to other areas of work. The employee is subject to discipline, up to and including termination of employment, for any violation of this Manual resulting from the employee's use of social media.

- b. An employee will not use social media while on work time, unless it is work related as authorized or consistent with this Manual.
- c. The District cannot govern employee activity on social media during nonworking time. All use of social media should be performed in accordance with the relevant terms of use or software license governing such social media platforms. An employee's personal posts and social media activity should not reflect upon or refer to the District.
- d. When posting information on social media, you may not disclose any confidential or proprietary information of or related to the District, or post information that indicates or identifies you as speaking on behalf of the District, or represent yourself as a spokesperson for the District.

13) Telecommuting.

- a. Definition. Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site. The District will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. If the employee is granted a telecommuting arrangement, the employee will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be granted a reasonable accommodation.
- b. Considerations for Eligibility. Employees who are working during the Probationary Period may not be eligible for telecommuting. Employees may be required to have achieved and maintained above average job performance in order to be eligible for telecommuting. Telecommuting may be approved only for those employees whose jobs include essential functions, as identified in the job description, that may be performed proficiently under a telecommuting arrangement. Jobs that require close supervision, timely use of District resources available only at the District's facilities, or timely interaction with staff, stakeholders, or the public may not be approved for telecommuting.
- c. Conditions for Telecommuting. Telecommuting employees must agree and ensure: that the telecommuting work area conforms to applicable regulations promulgated by the Occupational Health and Safety Administration; that all time spent in telecommuting is accurately recorded and that any overtime hours are appropriately authorized; that confidential and privileged information is protected; and that all policies at the normal workplace also apply at the telecommuting work place.
- d. Telecommuting Arrangements. Telecommunicating arrangements with the District may require:
 - i. that even on an approved telecommuting work day, if the employee is needed in the District's office or at another location on behalf of the District, the employee will be available on reasonable notice of not less than one hour to appear where needed;

- ii. that the employee must have an effective work space, including but not limited to a computer, phone and internet connection;
- iii. that any equipment, services, and supplies to be furnished by the District for telecommuting must be used solely for District business purposes, and that the employee is responsible for maintenance of such equipment;
- iv. the requirement that the employee use only a safe telecommuting work space, and a commitment to report any injury to the telecommuting employee suffered during the telecommute period to the District, and the specification of the right of the District and/or OSHA to enter the workplace premises to ensure the work space is free of hazards that might cause injury and/or to investigate any such injury;
- v. consent by the employee to reasonable periodic inspections of the telecommuting premises by the District to ensure proper maintenance of any District property and compliance with safety standards;
- vi. the understanding that no reasonable expectation of privacy exists with respect to telephone and computer used in the telecommuting work-space location, and that they may be monitored for compliance with District policies, regardless of whether they are furnished by the District or the telecommuting employee;
- vii. the understanding that the telecommuting arrangement can be discontinued at any time by the District;
- viii. employee acknowledgement that the security protections to be afforded and the restrictions on the existence of and access to confidential and proprietary information in the telecommuting workspace, and the recovery of such information upon termination of the telecommuting practice; and
- ix. acknowledgment and acceptance of the effect, if any, of providing the telecommuting workspace on the homeowner's insurance of the telecommuting employee.

14) **Reimbursements.** In addition to approved travel reimbursements, the District will reimburse expenses if they are pre-approved in writing by the District, including the following:

- a. Professional Registration Fees and Professional Societies. Professional employees may be reimbursed for one professional registration/certification at District expense so long as such registration or certification is a qualification for the employee's job with the District. The District may pay for membership fees and dues in professional societies in which the employee actively participates.
- b. Continuing Education. The District encourages employees to pursue training and development courses which would be of direct benefit to both the District and the employee in terms of improved performance in the employee's present position or in preparation for future assignments. The District will reimburse these pre-approved expenses upon completion of the approved training or development course. This policy is not a college

tuition reimbursement program. To be eligible for reimbursement, the employee must be employed with the District for a minimum of one year, must maintain full-time employment status with the District throughout the duration of the class; and must submit proof of successful completion of the training or development course. An employee who has received a Continuing Education expense reimbursement must remain employed with the District for a minimum of one year after completion of the Continuing Education. A failure to do so will require the employee to repay the District for such expenses.

15) Travel Policy.

- a. Application. This Travel Policy applies to business trips that have one of the following criteria, examples of which include seminars, training, meetings, field trips, conferences, educational events, exhibitions, and expositions:
 - i. it deals specifically with subjects that would directly benefit the District or which are part of the District's activities,
 - ii. it has a direct bearing on the professional competence of District personnel or Board, or
 - iii. it involves matters of general interest to groundwater planning, management, protection, enhancement, conservation, and other subjects pertinent to the District's business and activities.
- b. Employee Responsibilities. The employee is responsible for being prudent to maximize economy and efficiency when incurring expenses while traveling on District business. The employee is responsible for booking and/or verification of reservations and other travel arrangements, keeping receipts, and applying for timely reimbursement. The traveling employee is responsible for their own safety and incidental personal belongings while traveling on District business and for the expenses of their accompanying spouse, child, or any companion who is not employed by the District nor on the Board.
- c. Approval and Reimbursements. All major expenses of travel must be pre-approved by the employee's supervisor and will be reimbursed after the travel is complete upon employee's submission of an expense report. The District will supply form expense reports to the employees. The expense report shall include receipts and documentation of expenses. Requests for expense reimbursement that are older than three months, absent extreme circumstances, will not be reimbursed.
- d. Booking Policies. All bookings for flights, lodging, or any other items requiring advance booking should be made as early or as timely as possible and should involve the lowest or most reasonable prices on the market. Booking expenses should be refundable or exchangeable whenever practical.
- e. Tax Exemptions. Where possible, all eligible tax exemptions should be utilized. The District will supply employees with tax exemption certificates to be used during their travel.

f. Travel Expenses Eligible for Reimbursement. The following expenses, including other direct costs related to travel for the District's business, will be reimbursable:

- i. Transportation. Actual expenses and approved documentation required for transportation expenses incurred in District related business (e.g., taxi, bus, air, car rental, gasoline, etc.), including parking meters, garages, and lots where receipts are available.
- ii. Lodging. Hotels, AirBnB rentals, etc., for out-of-town trips and other District business.
- iii. Meals and Gratuities: The District may authorize a per diem while on District business or traveling based on IRS Federal Per Diem rates for the destination city, or the closest city to the travel destination. Otherwise, actual expenses for food and non-alcoholic beverages while traveling on District business. Any per diem authorized by the District will be subject to revisions and changes over time.
- iv. Business Services: Services related or required for District business, such as photocopying, printing, binging, etc.
- v. Costs related to seminars, conferences, and conventions: Registration costs, books, supplies, etc.
- vi. Mileage: Based on the then-current year's IRS Standard Mileage Reimbursement Rate. Whenever practical, an employee should make arrangements to use the District vehicles, especially for local and same-day travel.

g. Hours Worked During Travel.

- i. Exempt Employees. Exempt employees traveling on business may include travel time as regular work hours, but the inclusion of travel time may not exceed a normal eight-hour daily total. Any travel exceeding the number of hours in the exempt employee's normal workday is not chargeable time. Hours in normal commuting between the employee's residence and local duty station are not chargeable time under any circumstance.
- ii. Nonexempt Employees.
 1. Nonexempt employees are not allowed to travel such that recorded time would be in excess of a normal eight-hour daily total without prior approval by the General Manager. Time spent commuting to and from work are not "hours worked." Hours in normal commuting between the employee's residence and local duty station are not chargeable time under any circumstance. Any time spent traveling on District business during an employee's normal workday is "hours worked."
 2. When a nonexempt employee makes an overnight trip for the District, time spent traveling to and from the airport or other means of public transportation as well as time spent as a passenger in traveling on an airplane, train, boat, bus, or automobile will not count as "hours worked" unless the time spent is during the employee's

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normal work day. If an overnight trip requires a nonexempt employee to travel on a Saturday or Sunday, hours spent in travel during what would be the employee's normal working hours will be considered "hours worked."

3. If a nonexempt employee requests to be able to drive a personal vehicle instead of taking public transportation when requested to travel away from home, the District will count as "hours worked" the same amount of time that would have been counted as "hours worked" if the employee had taken the public transportation.
4. If a nonexempt employee makes an overnight trip to a destination for which there is no public transportation available, time spent driving to and from the destination that is outside the employee's normal workday will be counted as "hours worked." Time spent traveling as a passenger in a personal automobile is not counted as "hours worked" unless the hours are within the normal workday.

16) Absence due to Illness or Weather Emergency.

a. Sick Leave.

- i. The District recognizes that there will be times when an employee will be unable to work because of personal illness or injury, regular medical or dental appointments, or because of an emergency or illness involving their immediate family. In this context, immediate family is defined as spouse, children, spouses of children, parents, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren, step-children, step-parents, step-brother, step-sister, step-grandparents and step-grandchildren.
- ii. All full-time employees will receive sick leave credit of ten hours per month (120 hours per calendar year) after the end of their Probationary Period. All part-time employees will receive sick leave credit on a prorated basis by the number of hours worked in a regular work week relative to a 40-hour week.
- iii. Sick leave credits are granted by the District for the sole purpose of giving employees income protection when they are absent from work for the reasons described in this policy. Unused sick leave will be banked in the employee's name and may be drawn on for extended periods of illness or injury.
- iv. The maximum amount of sick time an employee may hold at any one time cannot exceed 600 hours. If an employee accrues 600 hours of sick time, the employee will not be allowed to accrue further sick time until the maximum accrued time is reduced by taking sick time off.
- v. Sick leave is not considered hours worked for purposes of calculating overtime. Employees may only use accrued sick leave and may not carry a negative leave balance.

- b. Inclement Weather. Inclement weather is defined as any weather emergency that precludes an employee from performing their normally scheduled duties. These

conditions can include, but are not limited to, immediate or residual effects from dangerous driving conditions due to snow, sleet or ice, flooding, or other severe weather. The District offices will officially delay opening or be closed, and inclement weather administrative leave will be authorized, at the General Manager's discretion, when local school districts are also closed for inclement weather. The office closure notwithstanding, employees should use their own good judgment about whether it is safe for them to commute from their homes to work and back. Employees concerned about their own or their family's safety during inclement weather conditions in which the office remains open should notify the District so that administrative leave might be authorized on an individual basis.

17) Leaves of Absence.

a. Requests.

- i. Leaves of absence (LOA) by employees of any duration requires, at a minimum, advance notice of the request for a LOA provided by the employee to the General Manager. For a requested leave of absence of two weeks duration or less, the employee must obtain prior approval for the leave from the General Manager. In excess of two weeks, the employee will request and obtain prior approval for the leave from the Board. Generally, an LOA will not be approved for more than 12 weeks. A longer period LOA, up to a maximum of six months, may be approved if the need is substantiated to and approved by the Board. Leave extensions must also be approved by the Board.
 - ii. All requests for LOA and extensions must be supported by documentation that will enable the General Manager or the Board to make a decision to grant or deny the request. No LOA including any extension may exceed six months unless otherwise required by law. This policy will be administered consistently with the District's obligations under the ADA, if applicable, and state and federal military leave laws. A LOA will not be authorized unless there is a reasonable expectation that the employee will return to employment with the District at the end of the approved leave period. Extended LOA may reduce an employee's participation in the group insurance program.
- b. Use of All Other Available Leave. All accrued paid leave (unused vacation and personal days) must be exhausted before the employee will be authorized unpaid LOA. Accrued sick leave may be used only in connection with a LOA based on medical necessity. After exhaustion of all paid leave, the remaining LOA, if any, is unpaid and no paid leave benefits accrue during an unpaid LOA. The six-month maximum absence includes all paid and unpaid days of leave.
- c. Eligibility/Criteria.
- i. To be eligible for an LOA that exceeds an employee's accrued paid leave, a regular full-time employee of the District must (1) have completed a term of employment past the end of the employee's Probationary Period, and (2) have worked at least 1,250 hours during the immediately preceding 12-month period. A regular part-time

employee must (1) have completed a term of employment past the end of the employee's Probationary Period, and (2) have worked at least 625 hours during the immediately preceding 12-month period. In calculating such eligibility, hours worked do not include time off for holidays, paid sick leave, personal days or vacation time, or any period of paid or unpaid leave.

- ii. While the District would strive to grant any meritorious request for an LOA, the District must ensure granting of the LOA will not create operational hardships, and that all essential obligations of the District are able to be met with the staff available for the duration of the LOA. Factors considered by the District in granting an LOA include:
 - 1. the reason for the leave
 - 2. the anticipated duration of the leave
 - 3. the documents submitted to substantiate the need for the leave (*e.g.*, medical certification)
 - 4. the frequency with which the employee requests approval for leaves of absence
 - 5. the number of other District employees who are out on extended leave at the time of request
- d. Reasons for LOA. A LOA may be considered in the following circumstances, although other circumstances may be considered on a case-by-case basis and at the sole discretion of the General Manager or, at the General Manager's request, the Board:
 - i. Extended illness, injury, or temporary disability and recovery therefrom for the employee (medical necessity). Incapacitating pregnancy, the recovery from childbirth, and the neonatal and postnatal care of either a natural-born or a newly adopted infant child are treated the same as any other medical condition for which paid sick leave may be used. Certain medical necessities will be eligible for additional terms under the Family Medical Leave Act ("FMLA").
 - ii. Extended care for incapacitated or otherwise dependent immediate family members requiring special attention (*i.e.*, spouse, children, parents, or other family member residing with the employee).
 - iii. Educational purposes, including professional development, when successful completion will contribute to the work of the District.
 - iv. Public service assignment.
- e. Documentation. Requests for an LOA, or extensions thereof, must be made in writing to the General Manager, or his/her designee, as far in advance as possible prior to the requested leave date. The need for a medical LOA must be supported by documentation acceptable to the District, including but not limited to a doctor's explanation of why the employee cannot perform his/her duties, when he/she is expected to return to work, and

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periodic updates regarding the employee's ability or inability to return to work. No medical documentation is required in connection with an employee's own pregnancy unless the employee is seeking a LOA prior to childbirth for complications connected with her pregnancy. The General Manager, or his/her designee, may require that the employee on leave provide periodic reports on their condition or status. Before returning to work from a medical LOA, the employee may be required to submit a letter from their doctor stating that the employee is able to perform the essential functions of their job.

- f. Other Employment During Leave. Under no circumstances may an employee on an authorized LOA work another job unless expressly authorized in writing by the General Manager.
- g. Reinstatement. Employees returning from a LOA will be reinstated to their same position if the position is available. Reinstatement is not guaranteed unless required by state or federal law. If the employee's previous position is not available, the District will use its best efforts to place the employee in a position of similar pay and status. If the same job or one of similar pay and status is not available, reinstatement may, at the District's discretion, be deferred until a position is available. If an employee's same position or a position with similar pay and status is not available, the employee's job may be terminated with eligibility for rehire. An employee who fails to return to work at the conclusion of an approved LOA will be considered to have voluntarily resigned his or her employment with the District.
- h. Benefits/Premium Payments. Unless otherwise noted, all LOAs are unpaid except for any period in which accrued paid leave is used during the LOA. During the paid leave portion of any approved LOA, all benefits continue to accrue, and the District will continue to pay its portion of any employee and dependent insurance premiums that it normally pays on behalf of the employee. Vacation, sick leave, holiday pay, and other benefits do not accrue during any portion of an approved LOA that is unpaid. If an approved LOA contains any period of unpaid leave, the District will continue to pay its portion of any employee and dependent insurance premiums that it normally pays on behalf of the employee during the first 12 weeks of the LOA during a single 12-month period measured from the first day of the approved LOA. Employees who have group health or any other kind of insurance through the District continue to be responsible for paying their portion of the premiums while on a LOA. An employee's failure to pay his or her portion of insurance premiums during a LOA may result in cancellation of coverage, for which reinstatement after the LOA is not assured.
- i. Revocation. The General Manager, or his/her designee, may revoke an authorized LOA at any time. Failure to return to work after the expiration of an authorized LOA or failure to provide required reports, physician's statements, or to contact the District per a required schedule, may result in revocation of the LOA and/or disciplinary action up to and including dismissal.
- j. Military Leave. The District complies with state and federal laws governing an employee's absence from work for military training or duty. If an employee is called to or volunteers for active military duty or to Reserve or National Guard training, the employee should provide notice and submit copies of their military orders as soon as practicable. The District will pay

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full-time employees, who are members of the state military forces or a reserve component of the armed forces, their full salary for a period not to exceed 15 days in a fiscal year (the salary to be prorated for part-time employees) when such employees are engaged in authorized training or duty ordered or authorized by proper authority. Paid time off for military leave need not be consecutive. An employee may use accrued paid time off during the unpaid military leave. Otherwise, a military leave of absence is unpaid leave. An employee's eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state law.

k. Parental Leave and Leave under the FMLA.

- i. Parental Leave. Parental Leave available to eligible employees under this Manual is an unpaid leave (excepting any compensation described in this Section) of up to twelve (12) weeks during any twelve (12) month period, where such leave is associated with the birth of an employee's own child or a placement of a child with the employee in connection with adoption.
- ii. Leave under the FMLA. Leave under the FMLA is an unpaid leave (excepting any compensation described in this Section) of up to twelve (12) weeks during any twelve (12) month period is allowed for a serious health condition that makes the eligible employee unable to perform the essential functions of their job, or any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty. Military caregiver leave of up to twenty-six (26) weeks during any twelve (12) month period is allowed for an eligible employee to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin.
- iii. Eligible Employees. Eligible full-time and part-time employees for Parental Leave and leave under the FMLA are those who have been employed by the District for at least 12 months. Eligible full-time employees must have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Eligible part-time employee must have worked at least 625 hours during the immediately preceding 12-month period. In calculating eligibility, hours worked do not include time off for holidays, paid sick leave or vacation time, or any period of paid or unpaid leave.
- iv. Health Insurance. Health insurance coverage will be maintained by the District during Parental Leave or leave under the FMLA on the same basis as if the employee were still working. The employee must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage.
- v. Use and Duration of Leave. Parental Leave must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within twelve (12) months of the birth or placement of the child; however, the employee may use parental leave before the placement of an adopted child to consult with attorneys, appear in court, attend counseling sessions, etc. Use

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of Parental leave is subject to the District's standard LOA policy, which allows for 12 weeks of unpaid leave annually. Any paid leave under this policy will count toward the 12-week period. Employees can only utilize one paid parental leave benefit per fiscal year.

- l. Compensation under Parental Leave and Leave under the FMLA. For Parental Leave or leave taken under the FMLA, eligible employees may receive paid leave in an amount to be determined by the Board. Such amounts, if any, will be provided either by the District's short-term disability insurance coverage or funded by the District. To the extent that any part of this paid leave is not covered as a short-term disability benefit, the District will fund the remainder of the paid leave authorized herein. For employees entitled to leave under this policy who are not subject to the District's short term disability policy, the District may fund the leave. Vacation and sick time will accrue at a portion, to be determined by the Board, of their regular rate while employee is on Parental Leave or Leave under the FMLA. Vacation and sick time will not accrue during any time of unpaid leave.
- m. Court Leave. When an employee receives a summons for jury duty or a subpoena or court order compelling attendance as a witness, he or she should immediately notify their supervisor. Regular employees will receive his or her regular pay, provided adequate proof is furnished. The employee must return to work for any reasonable time the court is closed during normal work hours. No adverse employment action will be taken against employees or applicants due to their service as a juror in state or federal courts.
- n. Bereavement Leave. Paid time off up to three days is available for Regular employees for a death in their immediate family. Approval is required for time off for other relatives or associates. If approved, the employee may use any earned paid time off benefit for bereavement leave.
- o. Return to Work. Upon returning to work at the end of leave, the employee will be placed in their original job or an equivalent job with equivalent pay and benefits. However, if the employee has allowed any part of their health insurance coverage to lapse, coverage will be reinstated based upon policy requirements. The employee will not lose any benefits that accrued before leave was taken.

18) Other General Policies.

- a. Personal Appearance. All employees are representatives of the District. Employees are expected to maintain a neat appearance and wear appropriate attire to create a business-like atmosphere and reflect a good image of the District and the employee.
- b. Professional Conduct. All employees are expected to conduct themselves in a professional, courteous, and respectful manner. Professional disagreements and personality conflicts should not escalate into unnecessary, antagonistic, aggressive, or argumentative behavior. The District views such actions as contrary to workplace harmony and should be avoided or addressed through the Formal Complaint Policy.

- c. Safety. Employees are expected to observe all applicable safety requirements and report immediately any unsafe or hazardous condition. Upon leaving work, the employee shall lock all doors protecting valuable or sensitive material in their work area and immediately report any lost or stolen keys, passes, or similar devices. Employees must refrain from discussing specifics regarding District security systems, alarms, passwords, etc. with those outside of the District. An employee shall immediately advise their supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the District. If an employee is injured on the job while working at the District, the employee must immediately report the incident. If an employee is injured on the job, the employee must immediately report the injury because job-related injuries may be covered by the District's workers compensation insurance carrier. If an employee is involved in a business-related automobile accident, the employee must immediately report the accident to the District.
- d. Smoking. The District provides a smoke-free work environment. No smoking is permitted in the District buildings or vehicles. Smoking is only permitted in designated areas outside of the District office and vehicles. This prohibition on smoking includes "vapes" and other forms of "e-cigarettes."
- e. Searches. All furniture, fixtures, equipment, lockers, and storage facilities of any type provided for employee use by the District are District property, and employees have no reasonable expectation of privacy connected to the use of District property. The District may conduct unannounced searches or inspections of the work site, including but not limited to District property used by employees such as lockers, file cabinets, desks and offices, computer and electronic files, whether secured, unsecured or secured by a lock provided by the employee. The District may also conduct searches or inspections of the employee's personal property located on District premises, including vehicles parked on District parking lots if there is a reasonable basis to conclude that the search is necessary.
- f. Office Telephone Use. The District phones are principally for work-related communications. Unless there is an emergency, limit telephone calls to business purposes only. Casual conversation with friends and relatives during working hours is strongly discouraged.
- g. Workplace Violence. The District strives to provide a safe and secure working environment for its employees. Violence of any type is absolutely prohibited and will not be tolerated by the District. All types of threatening behavior, threats or acts of violence, and physical intimidation are prohibited under this Manual. All such conduct should be reported immediately. An immediate investigation will be conducted, and appropriate action will be taken if there is a finding of violent conduct.
- h. Firearms.
 - i. Employees who hold a license to carry a firearm or who lawfully possess firearms may possess or store their firearms in their privately-owned motor vehicles in the District's parking areas so long as the firearm is locked in the employee's vehicle. Firearms so

stored should be secured in the privately-owned vehicle in a manner so that they are not observable to a person in the vicinity of the employee's vehicle.

- ii. Employees shall always adhere to generally accepted firearms safety guidelines when carrying, possessing, or storing firearms and, excepting possession or storage of firearms in privately owned vehicles, shall never leave firearms unattended.
- iii. Employees may not store any firearms in any vehicles owned or leased by the District.
- iv. Employees who hold a license to carry a firearm or who lawfully possess firearms may only use vehicles owned or leased by the District to transport firearms if the employee carries the firearm on their person or secures the firearm in such vehicle in a safe manner.

i. District Property, Vehicles, and Equipment.

- i. All employees are required to observe safe work practices and lawful, careful, and courteous operation and use of the District's items of property, vehicles and equipment. Employees are responsible for items they are authorized to use or which are formally issued to them by the District, as well as for items otherwise in their possession or control or used by them in the performance of their duties. The improper, careless, negligent, destructive, or unsafe use or operation of items of property, vehicles, or equipment will likely result in disciplinary action, up to and including termination of employment. Employees will be held financially responsible for any loss of or damage to District items of property, vehicles, or equipment resulting from an employee's negligence, lack of care in securing the District's items of property, vehicles, or equipment, or deliberate act of destruction. Employees must notify their supervisors immediately if any items of property, vehicles, or equipment appears to be damaged or defective, or is in need of maintenance or repair. District items of property, vehicles, or equipment may not be used for personal business.
- ii. District vehicles are to be used for District business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited. The employee is responsible for all infractions or violations while driving a District vehicle. All restrictions, suspensions, or revocations against the employee's driver's license must be immediately reported by the employee. When a District vehicle cannot be operated, is unsafe for use, or has been damaged, the employee shall immediately report the issue.

j. Authorization for Use of Personal Vehicle; Licensure.

- i. If the employee uses their personal vehicle in the course and scope of employment, the employee shall not operate such vehicle while under the influence of Controlled Substances, alcohol, or any other substance that might impair judgment or ability to drive, and shall not use a cell phone or other handheld device without utilizing a hands-free device. State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If the employee uses their own vehicle as a part of

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their employment duties, the employee must place a copy of their driver's license and proof of insurance coverage (such as an insurance statement or card) into their personnel file.

- ii. All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The District may run a motor vehicle department check to determine the employee's driving record. It is the employee's responsibility to place a copy of their current driver's license and proof of insurance coverage (such as an insurance statement or card) into their personnel file. Any changes in the employee's driving record, including, but not limited to, driving infractions or changes to their insurance policy, must be reported to the District.
- k. Software. By using software licensed to, or proprietary to, the District, the employee assumes personal responsibility for their use and agrees to comply with the licenses (or other terms of use) governing such software. The employee shall only use such software in accordance with this Manual and city, state, and federal laws and regulations. The employee shall not illegally duplicate, copy, or transfer any software or related documentation. Unauthorized duplication of software may subject the employee and/or the District to both civil and criminal penalties under the United States Copyright Act and may result in disciplinary action up to and including termination of employment.
- l. No Solicitation. For purposes of this Manual, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization through verbal, written, or electronic means. The employee is prohibited from soliciting other employees during assigned working time. An employee may conduct solicitations during their lunch period, coffee breaks, or other authorized nonworking time, so long as the employee does so when the other employees are also on nonworking time. An employee may not distribute literature or other items that are not work-related in working areas at any time. Electronic distribution of such materials is prohibited during work time. Literature that violates the District's EEO and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. These restrictions are not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.
- m. Third Party Disclosures. Should the District become involved in news stories or potential or actual legal proceedings of any kind, then lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit. If such a contact is received, the employee should not speak to these third parties on behalf of the District unless expressly authorized to do; instead, the employee shall notify their supervisor.

ATTACHED:

Exhibit A:

Lost Pines Groundwater Conservation District
Annual Performance Evaluation Form

Exhibit B:
Lost Pines Groundwater Conservation District
General Manager Annual Performance Evaluation Form

April 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
	2	3	4	5	6 Good Friday Office Closed	7 8
	9	10	11	12	13	14 15
	16	17	18 6:00 pm Rules Workshop 7:15 pm Board Meeting Convention Center Bastrop	19	20	21 22
	23	24	25	26	27	28 29
30						

May 2023

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