

**SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1**

**NOVEMBER 8, 2023**

**MINUTES**

**STATE OF TEXAS  
COUNTY OF BEXAR**

The Board of Directors of the San Antonio Municipal Utility District No. 1 convened in Special Session, open to the public and pursuant to Notice duly given at 6:30 p.m., at 16450 Wildlake Blvd, Helotes, Texas 78023, on the 8th day of November 2023, with the following member's present to-with:

Robert Kuhn, President  
Zulema Fuentes-Real, Vice-President  
Bill Burn, Treasurer  
Dale Ferguson, Secretary  
Max Hooti, Assistant Secretary

and no members absent, thus constituting a quorum. Also present were Debra Conkle, Executive Administrator, Julie Zapata, Chris Lauderdale and Trey and Maria Fernandez, San Antonio Ranch residents.

President Kuhn called the meeting to order; recitation of the Pledge of Allegiance and announced that the first item of business would be:

**I. CONSENT AGENDA:**

- 1. REVIEW AND APPROVAL OF THE MINUTES OF THE MEETINGS HELD OCTOBER 11, 2023**
- 2. REPORT CONCERNING SEPTEMBER 2023 TAX COLLECTIONS**
- 3. REVIEW AND APPROVAL OF ACCOUNT BALANCES/BILLINGS INCURRED AND AUTHORIZATION OF EXPENDITURES**

Director Burn moved that the Board approve the items within the consent agenda as follows. Director Fuentes-Real seconded the motion, which passed by unanimous vote of the Directors present.

**II. STATUS REPORTS:**

**II. (A.) DISCUSSION REGARDING 2023/2024 PROJECTS/PLANS**

**1. MUD BUILDING PARKING LOT RESEAL**

It was noted that this project will begin when the SAWS Sewer Project is complete.

**SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1**

**OCTOBER 11, 2023**

**MINUTES**

**STATE OF TEXAS  
COUNTY OF BEXAR**

The Board of Directors of the San Antonio Municipal Utility District No. 1 convened in Special Session, open to the public and pursuant to Notice duly given at 6:30 p.m., at 16450 Wildlake Blvd, Helotes, Texas 78023, on the 11th day of October 2023, with the following member's present to-with:

Robert Kuhn, President  
Zulema Fuentes-Real, Vice-President  
Dale Ferguson, Secretary  
Max Hooti, Assistant Secretary

and Bill Burn absent, thus constituting a quorum. Also present were Debra Conkle, Executive Administrator, John Bartholomae, Jim Berbiglia, Julie Zapata, Chris Lauderdale, Trey Fernandez, Dan Gonzales, Craig Hall and Liz, San Antonio Ranch residents.

President Kuhn called the meeting to order; recitation of the Pledge of Allegiance and announced that the first item of business would be:

**I. CONSENT AGENDA:**

- 1. REVIEW AND APPROVAL OF THE MINUTES OF THE MEETINGS HELD  
SEPTEMBER 13, 2023**
- 2. REPORT CONCERNING AUGUST 2023 TAX COLLECTIONS**
- 3. REVIEW AND APPROVAL OF ACCOUNT BALANCES/BILLINGS  
INCURRED AND AUTHORIZATION OF EXPENDITURES**

Director Fuentes-Real moved that the Board approve the items within the consent agenda as follows. Director Hooti seconded the motion, which passed by unanimous vote of the Directors present.

**II. STATUS REPORTS:**

**II. (A.) DISCUSSION REGARDING 2023/2024 PROJECTS/PLANS**

- 1. MUD BUILDING PARKING LOT RESEAL**

It was noted that this project will begin when the SAWS Sewer Project is complete.

S.A. MUD#1  
10-11-2023

**II. (B.) DISCUSSION REGARDING MAINTENANCE AND APPEARANCE OF DISTRICT PROPERTY**

1. PROPERTY MAINTENANCE
2. UNLAWFUL DUMPING

It was reported that shredding the front acreage and mowing at Apacheria had been completed at a cost of \$500.

**II. (C.) DISCUSSION REGARDING BUILDING MAINTENANCE**

Debra Conkle informed the Board that the water bill was over \$400 due to the leaking toilet. It was the consensus of the Board that she contact SAWS for a rebate as Director Hooti had repaired both toilets and presented receipts for reimbursement.

**II. (D.) BRIEFING REGARDING DISTRICT INSURANCE STATUS**

Debra Conkle informed the Board that the annual insurance invoice had been received and was almost double from last year. It was the consensus of the Board that Director Fuentes-Real contact Texas Municipal League regarding this increase.

**II. (E.) DISCUSSION REGARDING REQUESTS FOR USE OF THE MUD BUILDING**

Debra Conkle reported that the building had been rented for October 16 and that the Bexar County Elections Department has requested to use the building on November 7, 2023.

**III. UNFINISHED BUSINESS**

**IV. NEW BUSINESS**

**IV. (A.) DISCUSSION AND ACTION REGARDING "NON-COLLATERALIZATION" ADDENDUM AGREEMENT WITH FROST BANK**

Debra Conkle submitted the following Agreement for the Boards review and approval. Director Hooti moved to approve the agreement as presented. Director Ferguson seconded the motion, which passed unanimously by the Directors present.

That "Non-Collateralization" Addendum Agreement thus approved is as follows:

S.A. MUD#1  
10-11-2023

**IV. (B.) DISCUSSION AND ACTION REGARDING CITIZEN'S CONCERNS AND  
CUSTOMER CORRESPONDENCE**

It was reported that Director Hooti and Ty Matthews met with San Geronimo Paving and were given a bid of \$237,000 to repair the streets in the PUD. They are hoping that Grey Forest Utilities will reimburse more than 20% of the cost.

President Kuhn stated that he has a call into the State regarding the traffic signal timing at the subdivision entrance.

There being no further business, the meeting was adjourned at 6:48 p.m.

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Robert L. Kuhn, President  
San Antonio Municipal Utility District No. 1

ATTEST:

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Max Hooti, Assistant Secretary  
San Antonio Municipal Utility District No. 1

(seal)



**SAN ANTONIO MUNICIPAL UTILITY DISTRICT #1  
 REPORT OF OPERATIONS  
 11/8/2023**

**REVENUES**

<b>Collections this period (Maint. Tax)</b>	<b>9/23</b>	<b>\$466.02</b>
<b>Miscellaneous Revenue:</b>		
<b>MUD Building Rental Fees</b>		
<b>TOTAL REVENUE THIS PERIOD</b>		<b>\$466.02</b>

**EXPENSES**

<b>Auditing</b>		
<b>Waste Connections - November 2023</b>		<b>\$5,170.00</b>
<b>AT &amp; T Mobility</b>		<del>\$85.00</del> <i>66.44</i>
<b>AT &amp; T U-Verse</b>		<b>\$118.28</b>
<b>CITY PUBLIC SERVICE:</b>		
<b># 2096723016 SA MUD OFFICE</b>		<b>\$65.59</b>
<b>SAN ANTONIO WATER SYSTEMS:</b>		
<b># 0514993248891 SA MUD OFFICE</b>		<b>\$270.70</b>
<b>DIRECTORS FEES:</b>		
<b>B. BURN</b>		
<b>R. KUHN</b>		
<b>Z. FUENTES-REAL</b>		
<b>D. FERGUSON</b>		
<b>M. HOOTI</b>		
<b>PROPERTY MAINTENANCE</b>		
<b>LEGAL FEES</b>		
<b>INSURANCE</b>		
<b>EXECUTIVE ADMINISTRATOR DECEMBER 2023</b>		<b>\$2,276.36 **</b>
<b>PETTY CASH</b>		
<b>MISCELLANEOUS:</b>		
<b>City Public Service - Street Light</b>		<b>\$22.86</b>
<b>IRS Payroll Deposit October 2023</b>		<b>\$577.36</b>
<b>Thompson West - Water Code Updates</b>		<b>\$120.00</b>

<b>TOTAL EXPENSES FOR THIS PERIOD:</b>		<b>\$8,686.81</b>
<b>REVENUES MINUS EXPENSES THIS PERIOD</b>		<b>(\$8,220.79)</b>

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**REPORT OF OPERATIONS**  
**NOTES, TRANSFERS AND DEBT SERVICE EXPENDITURES**  
**11/8/2023**

**NOTES:**

- \*\* Previously Paid**
- \*\*\* Pending Invoice**
- \*\*\*\* Previously Approved**

**TAX CLEARING AND FUND TRANSFERS:**

FROM	TO		AMOUNT
1. FROST CLEARING	TEX POOL OPERATING	CHECK	
2. FROST CLEARING	TEX POOL OPERATING	WIRE	\$466.02
3. FROST CLEARING	TEX POOL DEBT SERVI	WIRE	\$173.06
4. TEX POOL OPERATING	FROST OPERATING	WIRE	
5. FROST CLEARING	TEX POOL CLEARING	WIRE	
5. FROST CLEARING	TEX POOL DEBT SERVI	WIRE	
6. FROST DEBT SERVICE	TEX POOL DEBT SERVI	WIRE	
7. TEX POOL CLEARING	TEX POOL OPERATING	WIRE	
8. TEX POOL CLEARING	TEX POOL DEBT SERVI	WIRE	
9. FROST OPERATING	TEX POOL OPERATING	WIRE	
10. TEX POOL DEBT SERVICE	FROST DEBT SERVICE	WIRE	
<b>TOTAL TAX CLEARING &amp; FUND TRANSFERS</b>			<b>\$639.08</b>

**DEBT SERVICE EXPENDITURES:**

<b>Total Debt Service Expenditures</b>	<b>\$0.00</b>
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S.A. MUD#1  
11-08-2023

**II. (B.) DISCUSSION REGARDING MAINTENANCE AND APPEARANCE OF DISTRICT PROPERTY**

1. **PROPERTY MAINTENANCE**
2. **UNLAWFUL DUMPING**

A discussion was held regarding property maintenance between Mountain Climb and Apacheria. Responsibility of this area is in question but it's not being maintained. President Kuhn stated that it could be done under the \$500 Director discretion threshold and that the taxpayers in that area deserve to have their area maintained. Others in attendance disagreed and it was the consensus of the Board to locate contractors that could do it for less.

**II. (C.) DISCUSSION REGARDING BUILDING MAINTENANCE**

Debra Conkle informed the Board that the water bill was, again, over \$200 due to the leaking toilet. She did report that she had submitted all of the documentation to SAWS for reimbursement.

**II. (D.) BRIEFING REGARDING DISTRICT INSURANCE STATUS**

Director Fuentes-Real stated that she had contacted Texas Municipal and just received the Policy Binder and had not had time to review it. She did report that she was made aware that the coverage to the entrance sign and the auto coverage could be removed but the workers compensation and boiler and machinery (air conditioning system) were mandatory.

**II. (E.) DISCUSSION REGARDING REQUESTS FOR USE OF THE MUD BUILDING**

Debra Conkle reported that there were no requests for building usage.



S.A. MUD#1  
11-08-2023

**III. UNFINISHED BUSINESS**

**IV. NEW BUSINESS**

**IV. (A.) DISCUSSION AND ACTION REGARDING CERTIFICATION OF THE  
2023 TAX ROLL**

Debra Conkle presented the following correspondence from the Bexar County Tax Office and stated that out of 411 accounts, market value is \$133,492,734, taxable value is \$74,900,140 with a total 2023 tax levy of \$236,160.29. Director Ferguson moved that the Board certify the 2023 Tax Roll as presented. Director Burn seconded the motion, which passed by unanimous vote of the Directors present.

That 2023 Tax Roll thus certified is as follows:



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

October 25, 2023

Ms. Debra Graves, Office Manager  
San Antonio MUD # 1  
P.O. Box 696  
Helotes, Texas 78023

RE: San Antonio MUD # 1 – 2023 Tax Roll

Dear Ms. Graves:

Enclosed is a summary of values and levies taken from the initial Tax Roll for the San Antonio MUD # 1.

Section 26.09(e) of the State Property Tax Code requires the Tax Roll to be approved by the taxing unit's governing body. Please notify this office, at your earliest convenience, when the tax roll is approved by your governing body.

If you have any questions, please contact Mr. Carlos Gutierrez at 210-335-6600.

Sincerely,

A handwritten signature in green ink, appearing to read "AU".

Albert Uresti, MPA, PCAC  
Tax Assessor-Collector  
Bexar County

AU:JAA/sb

Enclosure

A handwritten signature in black ink, followed by the date "10-8-23".

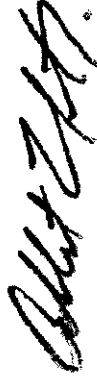
**2023 CERTIFIED TAX ROLL AS OF OCTOBER 1, 2023**

TAX ASSESSMENT ROLLS OF SAN ANTONIO MUD #1 FOR THE YEAR 2023 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	396	133,201,700	74,853,482	.00	236,013.18
PERSONAL PROPERTY	15	291,034	48,658	.00	147.11
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
<b>TOTAL</b>	<b>411</b>	<b>133,492,734</b>	<b>74,900,140</b>	<b>.00</b>	<b>236,160.29</b>

RATE OF TAXATION ASSESSMENT RATIO 100%  
 TOTAL TAX RATE 00.315300

ALBERT URESTI, MPA, PCAC  
 TAX ASSESSOR-COLLECTOR BEXAR COUNTY  
 BY



S.A. MUD#1  
11-08-2023

**IV. (B.) CONSIDERATION AND APPROVAL OF AN EMPLOYEMENT AGREEMENT BETWEEN THE DISTRICT AND DEBRA CONKLE**

Director Ferguson moved that this item be discussed in Executive Session. Director Hooti seconded the motion, which passed by unanimous vote of the Directors present.

**IV. (C.) DISCUSSION AND POSSIBLE ACTION REGARDING TERMINATION OF INSURANCE WITH TEXAS MUNICIPAL LEAGUE AND SIGNING WITH A NEW INSURANCE COMPANY**

This item was previously discussed; however, no action was taken.

**IV. (D.) DISCUSSION AND ACTION REGARDING CITIZEN'S CONCERNS AND CUSTOMER CORRESPONDENCE**

Julie Zapata expressed her concern of the lack of an action plan for the dissolution of the MUD District once the bonds are paid in 2027.

**V. EXECUTIVE SESSION:**

- A. EXECUTIVE SESSION.** The Regular Session of the November 8, 2023 Regular Board Meeting is hereby recessed to hold an Executive Session and discuss matters pursuant to Sections 551.071 and 551.072 of the Texas Open Meetings Act to deliberate the purchase, exchange, lease, or value of real property as listed in Section III above for the purpose of avoiding a detrimental effect on the position of the Board of Directors in negotiations with third parties and to discuss such matters with legal counsel and to discuss certain other legal matters with legal counsel pursuant to section 551.071 at 7:12 p.m.

An Executive Session was called to have a conversation regarding the Employment Agreement between the District and Debra Conkle.

- V. B. RECONVENE REGULAR SESSION.** The Regular Session of the Regular Board Meeting of November 8, 2023, is hereby reconvened at 7:20 p.m.

S.A. MUD#1  
11-08-2023

**IV. (B.) CONSIDERATION AND APPROVAL OF AN EMPLOYEMENT AGREEMENT  
BETWEEN THE DISTRICT AND DEBRA CONKLE**

Director Ferguson moved to approve this Employment Agreement with a 5% increase in salary effective January 1, 2024. Director Hooti seconded the motion, which passed unanimously by the Directors present.

That Employment Agreement thus approved is as follows:

## EMPLOYMENT AGREEMENT

THIS AGREEMENT (the Agreement) is effective as of this the 8<sup>th</sup> day of November 2023, between SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas (the District), and DEBRA CONKLE, having her principal place of business located at 267 Hill Trail, Bandera, Texas 78003 (the Employee).

### WITNESSETH:

WHEREAS, the District desires to retain the Employee as an employee to advise and perform office management, bookkeeping, payroll, secretarial, and other services to the District for the period and upon the terms stated herein; and

WHEREAS, the Employee has represented to the District that she has the experience and expertise to assist the District in accomplishing these tasks.

NOW, THEREFORE, for and in consideration of the compensation to be paid Employee hereunder and the mutual promises, covenants, and undertakings herein contained, Employee and District hereby agree as follows:

SECTION 1. **Term.** Subject to earlier termination in accordance with Section 17 hereof, the term of this Agreement shall be for the period commencing on the effective date of this Agreement and continuing for a period until November 8, 2024. This Agreement may be renewed by the mutual agreement of the District and the Employee upon the termination of this initial period for a term of one (1) year thereafter upon obtaining the written acknowledgment of the District and the Employee.

SECTION 2. **Services.** During the period of this Agreement, Employee will act as an office manager, bookkeeper, payroll clerk, and secretary to the District. In such capacity, Employee will (1) maintain a complete set of journals and ledgers as required by the rules promulgated by the Texas Commission on Environmental Quality and the Water District Accounting Manual relating to the District's solid waste disposal system, (2) coordinate with the District's accountant tax-assessor collector and delinquent tax collection attorney to maintain accurate financial and tax-related documents and records for the District, (3) manage, maintain, and safeguard the District's files and records which must be organized and stored at the District's office, (4) prepare, maintain, and distribute the District's monthly agenda packets (for receipt by Board members not later than the second Friday before the Wednesday Board meeting, including, but not limited to, the District's minutes, tax collection reports, solid waste disposal reports, if any, accountant's reports, status of various agreements with the various owners of property within the District and the District's billing and financial reports and records (these accounts to be reconciled on a monthly basis), (5) post or coordinate the posting of the District's agenda in accordance with Texas law, (6) perform payroll clerk duties in a manner to be accountable for collecting timekeeping information, incorporating a variety of deductions into a periodic payroll,

and issuing pay and pay-related information to the District's employees, including the Texas Workforce Commission employment verifications, (7) process and issue annual W-2 forms to District employees, process and issue annual W-2 and W-3 forms to District employees, prepare 941 quarterly reports and file with the Internal Revenue Service; and prepare Texas Workforce Commission quarterly reports with the Texas Workforce Commission, (8) maintain a telephone system to allow the customers of the District to communicate their concerns, comments, or questions concerning the operation of the District, (9) prepare monthly billings in accordance with the District's rules and regulations, (10) send delinquency notices to certain customers of the District in accordance with the policies established by the District, (11) attend the regular and special meetings of the District, (12) prepare and file any necessary reports with the Texas Commission on Environmental Quality, and other applicable governmental bodies, (13) maintain necessary bank accounts and certificates of deposit and reconcile these accounts on a monthly basis, (14) deposit District's funds accounts and assist the District in the investment of any proceeds or funds of the District, (15) coordinate and communicate with the District's contractors and vendors as necessary to prepare checks for all payable items for execution by the District's Board of Directors and assist the District in the disbursement for all funds payable to the District's contractors, vendors, professionals, and bondholders, (16) prepare and disseminate correspondence as requested by the members of the Board of Directors of the District pertaining to official business of the District, (17) provide assistance to the District in promoting good relations with the District's customers, (18) be diligent in caring for, using, and protecting the District's equipment, files, and other assets entrusted to Employee's care, (19) organize all of the District's files and records and Employee's tasks, (20) comply with the District's rules and regulations, coordinate and communicate with the District's engineer, if any, and solid waste operator, if any, to ensure the efficient operation of the District, and (21) manage the rental of the District's office facility and maintain and update the District's website, and to comply with such other reasonable requests as submitted or requested by the Board of Directors of the District.

SECTION 3. **Extent of Services**. As Employee is not prohibited from engaging in business activities, Employee and the District agree that during the term of this Agreement the District shall have the first call upon the services of the Employee for a period not to exceed thirty-five (35) hours per month. Employee shall provide a minimum of twenty-five (25) hours of Employee services to the District during each month. At the request of the District, Employee will provide the District with a detailed accounting of the actual Employee services provided to, or on behalf of, the District during any specific month. By way of clarification and not limiting Employee's obligations hereunder, a Task List, dated December 31, 2001, as modified as of November 17, 2022, is attached hereto as **Exhibit A** and incorporated by reference for all purposes.

#### SECTION 4. **No Benefits**

(1) Employee shall employ her own means, methods, and discretion in accomplishing the projects and tasks assigned to her from time to time by the District. With the exception of the duties created by this Agreement, it is agreed by the Employee and the District that neither party

is the agent of the other, and neither has any authority whatsoever to bind or obligate the other party in any way.

(2) Employee will not be eligible for any employee benefits, nor will the District make deductions from its compensation paid to Employee for insurance, bonds, or any other subscription of any kind. Employer shall withhold from Employee's compensation all required employment related taxes including wages, Federal Insurance Contribution Act. Medicare. and similar federal and state taxes.

**SECTION 5. Compensation.** The District shall pay Employee as compensation for her services under this Agreement and Employee shall receive for her services a fee which shall be \$2,650.92 per monthly period or such amount that is approved by the District in its annual budget until December 31, 2023. At that point, a 5% increase is approved for a total of \$2,783.47 monthly until approval of the 2024 Maintenance and Operations Budget. This fee shall be payable monthly for each period and shall be paid for the preceding pay period at the end of each regular monthly meeting. This salary shall be subject to an increase each year commencing November 8, 2023, upon agreement between the District and Employee as evidenced by the minutes of a District meeting increasing this monthly salary. The District shall also pay Employee at the rate of \$50.00 per hour (or portion thereof on a prorated basis) for each hour worked by Employee in excess of the thirty-five (35) hour amount disclosed in Section 4 hereof. Any such services must be authorized by the President of the Board of Directors of the District, or his or her designee, prior to commencement of such work by the Employee.

**SECTION 6. Expenses.** The District shall reimburse Employee for all out-of-pocket expenses including billing, long distance telephone calls, postage, ledger binders, stationery, paper, and any other reasonable expenses incurred by her in carrying out any project or task assigned to her by the District upon presentation by Employee, from time to time, of an itemized account of such expenditures, including receipts; provided, however, that any requested reimbursement of expenses must be in accordance with District policies and must be properly deductible by the District for federal income tax purposes. The Employee shall not be reimbursed for routine automobile travel in the performance of Employee's duties.

**SECTION 7. District Funds: Fidelity Bond.** All funds of any type which are received or collected by the Employee on behalf of the District shall be deposited in the District's Operating or Debt Service Fund or Account, as appropriate, or as may otherwise be directed by the District. All such funds are public funds and may be pledged to the payment of debts of the District; therefore, the Employee agrees that all such funds shall be deposited as provided above without setoff, counterclaim, abatement, suspension, or diminution. In connection with the foregoing, the Employee shall furnish to the District a fidelity bond to be approved by the District in the amount equal to the average monthly billing for the District or \$10,000, whichever is the greater, conditioned upon the faithful accounting by the Employee for all funds which shall come into the Employee's custody under the terms of this Agreement. Such bond shall be re-executed and renewed so that it remains in effect at all times.



SECTION 8. **Insurance.** Employee shall bear the risk of loss, whether resulting from theft, fire, collision, or other casualty or cause, with regard to any and all equipment, cars, and other real or personal property owned by Employee that is used in the performance of services hereunder. Employee shall use her best efforts to obtain and maintain insurance coverage that is adequate to protect the District's equipment, and other real or personal property from any losses and will name the District as an insured party for all District property and equipment. Employee shall provide the District with a copy of the insurance policy so naming the District as an additional insured.

SECTION 9. **Compliance with Section 15.50 Texas Business and Commerce Code.** The District and the Employee hereby expressly stipulate and agree that the post-contractual restraints agreed upon in this Agreement are reasonably necessary to protect the business and goodwill of the District upon the termination of this Agreement.

SECTION 10. **Confidentiality of Information.** The Employee acknowledges that in the course of performing her Employee services for the District, she may receive or be privy to certain business and tax records or audits of the District and other confidential information and knowledge concerning the business of the District (herein collectively referred to as the Confidential Information) which the District desires to protect. The Employee understands that the Confidential Information is confidential, and she covenants and agrees not to reveal the Confidential Information to anyone, directly or indirectly, outside the District so long as the confidential or secret nature of the Confidential Information shall continue. The Employee further agrees that she will at no time use the Confidential Information in competing with the District. Upon termination of this Agreement, the Employee shall surrender to the District all papers, documents, writings, and other property produced by her or coming into her possession by or through her relationship with the District and the Employee agrees that all such materials shall at all times remain the property of the District.

SECTION 11. **Publicity.** Employee shall not originate any publicity, news release or other public announcements, written or oral, whether to the public press or otherwise, relating, directly or indirectly, to this Agreement, to any amendment hereto, to Employee's performance hereunder or to the District, without the prior written approval of the District.

SECTION 12. **Applicability of Texas Commission on Environmental Quality Rules and Regulations.** Employee agrees to familiarize herself with these laws, rules, and regulations, along with the District's policies, in order to prevent a violation of any law in performing her services under this Agreement.

SECTION 13. **Specific Performance Injunctive Relief and Venue**

(1) Employee acknowledges that a remedy at law for any breach or attempted breach of Sections 10, 11, and 12 of this Agreement will be inadequate. Employee agrees that the District shall be entitled to specific performance in case of any such breach or attempted breach.

(2) In addition to any remedy at law or in equity which the District will have for the breach of any covenant of this Agreement by Employee; the Employee agrees in the event of any breach or attempted or threatened breaches of this covenant the District shall have the right to obtain an injunction against the Employee prohibiting such breach or attempted or threatened breach merely by proving the existence of such breach or attempted or threatened breach without the necessity of proving either inadequacy of legal remedies or irreparable harm.

(3) In the event of a threatened breach by Employee of any of the provisions of this Agreement, the District shall have the immediate right to secure an order enjoining such **threatened** breach. The remedy of a temporary restraining order without notice to Employee and the remedy of injunction granted by this Agreement to the District herein shall be enforceable notwithstanding any other rights and remedies (including the right to monetary damages) that the District may have. The parties further agree that in the event it should become necessary for the District to enforce this Agreement through a temporary restraining order, temporary injunction or injunction, that the District shall be required to post a bond in the amount of no more than One Thousand and No/ 100 Dollars (**\$1,000,00**), or any lesser amount as authorized by law.

(4) The District and Employee agree that any suit arising from, or relating to, this Agreement shall be brought in a court of competent jurisdiction located in Bexar County, Texas.

SECTION 14. **Indemnity.** Employee hereby covenants and agrees to indemnify and shall hold harmless the District and any officer, affiliate, employee, or agent thereof (hereinafter collectively referred to as the Indemnified Party) from any and all suits, actions or claims of any character, type or description made for or in account of any injuries, damages alleged, or amounts allegedly owed as a result of claims, demands, costs or judgments against it arising out of or relating to, whether directly or indirectly, the performance of services hereunder by Employee. Notwithstanding anything to the contrary contained herein, this indemnity shall apply notwithstanding any negligence or alleged negligence on the part of the Indemnified Party. The indemnified Party may, at its option, conduct the defense in any such third party action arising as described herein, and Employee agrees to fully cooperate with such defense.

SECTION 15. **Enforcement: Attorneys' Fees.** If the District must resort to legal action in order to enforce any of the terms of this Agreement, the District shall be entitled to recover the costs of such action, including, but not limited to, all legal fees and court costs associated with such legal proceedings.

SECTION 16. **Termination.**

(1) **General.** Notwithstanding the term of this Agreement or any extension thereof, both of which are set forth in Section I hereof, the District may terminate this Agreement at any time, with or without cause, such termination to be effective fifteen (15) days after the District gives written notice of such termination to Employee and upon payment to Employee of all

compensation accrued under this Agreement to the effective date of such termination. The Employee may terminate this Agreement upon providing written notice to the District at least sixty (60) days prior to the effective date of such termination.

(2) **Death.** If the Employee dies during the term of this Agreement, this Agreement shall automatically terminate and the District shall have no further obligation to the Employee or her estate except that District shall pay any accrued, but unpaid, amounts due Employee to the end of the month in which the Employee's death occurred.

SECTION 17. **Notices.** All notices, requests, consents, and other communication concerning this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date mailed, postage prepaid, by certified mail, return receipt requested, to the respective parties as follows:

If to the Employee:

Debra Conkle  
267 Hill Trail  
Bandera, Texas 78003

If to the District:

San Antonio Municipal Utility District No. I  
Post Office Box 696  
Helotes, Texas 78023

provided, however, that any party shall have the right to change such party's address for notice hereunder to any location in the State of Texas by the giving of notice to the other party in the manner set forth above.

SECTION 18. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law and if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition and invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 19. **Non assignability.** This Agreement is not assignable by the Employee to any other person, partnership, firm, corporation, or other recognized legal entity, except with the written consent of the District.

SECTION 20. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the United States of America.

SECTION 21. **Captions.** The section and paragraph headings of this Agreement are reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

SECTION 22. **Entire Agreement: Amendment.** This Agreement constitutes the entire agreement between the parties respecting the services of the Employee and there are no representations, warranties, agreements, or commitments between the parties hereto except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the District and the Employee.

SECTION 23. **Execution.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

SECTION 24. **Binding Effect.** This Agreement is for the benefit of the District and the Employee and shall be binding upon and enforceable by and against their successors, assigns, respective heirs, donees, pledges, devisees, transferees, and representatives.

SECTION 25. **Waiver.** The waiver of any condition or breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other condition or breach of the same or any other term or condition of this Agreement.

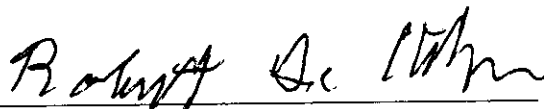
SECTION 26. **Effective Date.** This Agreement shall be effective as of the date first written and it is expressly agreed to by the District and the Employee that all provisions hereof shall apply as if this Agreement had been entered into on such date.

SECTION 27. **Survival of Covenants and Conditions.** The provisions of Sections 10, 11, 12, 13, 14, 15, and 16 hereof shall survive the termination of this Agreement.

[The remainder of this page intentionally left blank]

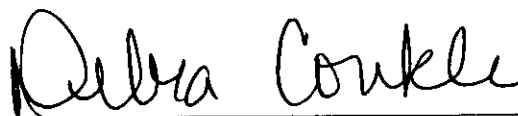
IN WITNESS WHEREOF, the District has caused this Agreement to be executed by its duly authorized officer, and the Employee has executed this Agreement, in each case as of the date first above written.

SAN ANTONIO MUNICIPAL UTILITY  
DISTRICT NO. 1



Name: Robert L. Kuhn

Title: President Board of Directors



Name: Debra Conkle

Title: Employee



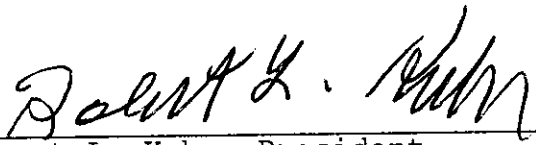
Binding of packets		
Attend regular and special meetings		1-5 hours
Description	Time	
5. Prepare and post meeting agenda	2 1/4 hours	
6. Maintain telephone	1/2 hour	
7. Prepare and file annual reports with agencies:		
A. TCEQ registration form	1 hour*	
B. Annual audit report	4 hours*	
File with TCEQ and Bexar County Public Records		
C. District information form	3 hours*	
File with TCEQ and Bexar County Public Records		
D. Tax rate order	1/4 hour*	
File with Bexar County Tax Office		
E. Voting system annual filing form	unknown	
File with State of Texas		
F. Oaths of office and statement of appointed and/or elected director	1/4- 1 hour*	
File with Secretary of State		
G. Imminent Domain Report	1 Hour	
H. Census Bureau		
I. Labor Board		
8. Deposit District funds and maintain bank accounts; i.e., Report changes in directors and submit new signature cards and regulations when necessary	3/4 hour 1 h hour	
9. Coordinate and communicate with District vendors, contractors, Employees, etc.	Varies	
10. Prepare and disseminate correspondence as requested by Board members pertinent to district business	Varies	
11. Provide assistance to the Board in promoting good relations with District contacts	Varies	
12. Diligent in caring for, using and protecting District equipment and other assets entrusted to my care	Minimal	
13. Organize my tasks	Minimal	
14. Comply with rules and regulations of the                      and TNRCC	Minimal	
15. Assist the Board in the preparation and holding of District elections every two years	Varies	
16. Package and provide fiscal District information and assistance as requested by the District auditor for the performance of the District's annual audit	1 10 hours	

17. Coordinate with the Bank of New York for the District's semi-annual bond coupon payment	1 hour
18. Provide 42 years' experience and history to assist the Board and to provide the Board with such knowledge to prevent dissemination of	Varies

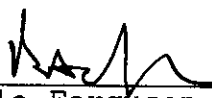


S.A. MUD#1  
11-08-2023

There being no further business, the meeting was adjourned at 7:27  
p.m.

  
\_\_\_\_\_  
Robert L. Kuhn, President  
San Antonio Municipal Utility District No. 1

ATTEST:

  
\_\_\_\_\_  
Dale Ferguson, Secretary  
San Antonio Municipal Utility District No. 1

(seal)