

**RED RIVER
GROUNDWATER
CONSERVATION
DISTRICT**

BOARD MEETING

**BOARD ROOM
GREATER TEXOMA UTILITY AUTHORITY
5100 AIRPORT DRIVE
DENISON, TEXAS 75020**

**THURSDAY
NOVEMBER 21, 2013**

AGENDA

AGENDA
RED RIVER GROUNDWATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING
GREATER TEXOMA UTILITY AUTHORITY BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
THURSDAY, NOVEMBER 21, 2013

Notice is hereby given that a meeting of the Board of Directors of the Red River Groundwater Conservation District will be held on the 21st day of November, 2013 at 2:00 pm in the Greater Texoma Utility Authority Board Room, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered, and acted upon, including the expenditure of funds:

Agenda:

1. Call to order, declare meeting open to the public, and take roll.
2. Administer Oath of Office
3. Public Comment
4. Consider approval of Minutes of October 17, 2013, Board Meeting
5. Review and approval of monthly invoices.
6. Receive monthly financial information
7. Consider and act upon amendments to 2013 budget
8. Consider and act upon authorizing a contract for the management and maintenance of the well registration website
9. Consider and act upon authorizing services of a groundwater hydrologist to assist the District with the development of Defined Future Conditions (DFCs)
10. Consider and act upon authorization to solicit proposals for 2013 audit services
11. Consider and take action regarding hiring and/or terminating legal counsel
12. Consider and act upon 2012 Draft Agricultural Irrigation Water Use Estimates
13. Consider and discuss amending Temporary Rules
14. Consider and act upon Well Completion Form

15. General Manager's report: The General Manager will update the Board on operational, educational and other activities of the District

16. Open forum / discussion of new business for future meeting agendas

17. Adjourn

¹The Board may vote and/or act upon each of the items listed in this agenda.

²At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Red River Groundwater Conservation District Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

³ Persons with disabilities who plan to attend this meeting, and who may need assistance, are requested to contact Carmen Catterson at (800) 256-0935 two (2) working days prior to the meeting, so that appropriate arrangements can be made.

ATTACHMENT 4

**MINUTES OF THE BOARD MEETING
RED RIVER GROUNDWATER CONSERVATION DISTRICT**

THURSDAY, OCTOBER 17, 2013

**AT THE GREATER TEXOMA UTILITY AUTHORITY
BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TX 75020**

Members Present: Mark Patterson, Harold Latham, Don Wortham, Mark Gibson, Mark Newhouse, William Purcell

Members Absent: David Gattis

Staff: Jerry Chapman, Drew Satterwhite, Carolyn Bennett, and Carmen Catterson

Visitors: Ron Cannon, Rock Creek Resorts
Bill Chapman, Rock Creek Resorts
Dave Gonier, Herald Democrat
Butch Henderson
Don Morrison
Alex Moser, Moser Drilling
George Olson, City of Sherman
Joey Rickman, City of Honey Grove

1. Call to order, declare meeting open to the public, and take roll.

Secretary/Treasurer Wortham called the meeting to order at 2:01 PM. Secretary/Treasurer Wortham explained that he was the last remaining officer still remaining on the Board and the meeting would be turned over to the new president upon election. The Board members introduced themselves to the public. All members were present except Board Member Gattis.

2. Administer Oaths of Office

Mrs. Catterson issued the Oaths of Office to Board Members Gibson, Newhouse, Purcell, and Wortham.

3. Consider and act upon election of Officers for October 2013 through August 2015.

A nominating committee was appointed at the previous Board meeting. The chair, George Olson presented the recommendations of the committee. The previous officers included President Butch Henderson, Vice President George Olson and Secretary/Treasurer Don Wortham. However, Mr. Henderson and Mr. Olson are no longer on the Board of Directors. The committee recommended, based on the amount of new members, that the officers should be Board members that have served a previous term. Mr. Olson provided the Committee's recommendation that Board Member Patterson to serve as president, Board

Member Latham to serve as Vice President and Board Member Wortham to serve as Secretary/Treasurer. Resolution number 2011-03-21-1 establishes that the elected officers are authorized signators for checks.

Board Member Newhouse motioned to elect Board Member Patterson as President, Board Member Latham as Vice President and Board Member Wortham as Secretary/Treasurer. The motion was seconded by Board Member Gibson and passed unanimously.

At this time, President Patterson presided over the meeting.

4. Consider and act upon Resolutions of Appreciation for and presentation of Plaques of Appreciation to previous Board members

The three previous Board members of the District were in attendance at the meeting. President Patterson thanked Mr. Henderson, Mr. Morrison and Mr. Olson for their service. He presented the Plaques of Appreciation to Mr. Henderson, Mr. Morrison and Mr. Olson.

Secretary/Treasurer Wortham motioned to approve Resolutions of Appreciation for Butch Henderson, Don Morrison and George Olson. The motion was seconded by Vice President Latham and passed unanimously.

5. Public Comment.

No comments received.

6. Consider approval of Minutes of August 15, 2013 board meeting

Vice President Latham motioned to approve the Minutes of the August 15, 2013 board meeting. The motion was seconded by Secretary/Treasurer Wortham and passed unanimously.

7. Review and approval of monthly invoices.

Mr. Chapman presented the invoices in 2013-10-17-04 for a total of \$37,507.81. Included in the invoices is one bill for Lloyd Gosselink firm for approximately \$6,000. This bill includes activities requested by the staff for open records requests, property ownership issues, electronic signatures, and other requests. The property ownership issues were regarding oil and gas leases, which have now been resolved by requiring landowner signatures on all well registration applications.

Secretary/Treasurer Wortham motioned to approve the monthly invoices for a total of \$37,507.81. The motion was seconded by Board Member Newhouse and passed unanimously.

8. Receive Monthly Financial Information

Mr. Chapman reviewed the monthly financial information with the Board. The revenue is for the first two quarters of the year. The third quarter will be billed out shortly. Several line items are over the budgeted amount, including legal expenses and the field technician. The field technician is over budget as Operations Supervisor Alan Moore has been assisting the field technician.

Board Member Purcell addressed the Board and asked if all members are required to vote for each item. President Patterson explained that the legislation was designed to not overwhelm the Fannin County representatives. All items of substance must have agreement by six of the seven Board members.

9. Consider and act upon Administrative Services Contract with the Greater Texoma Utility Authority for 2014

This is an item that is presently annually to the Board. The Authority has been providing administrative services to the District since the District became active in 2011 to save the District the cost of an office and full-time staff. The amounts in the agreement are tied to the budgeted amounts of the District. Board Member Purcell asked if it was a competitive bid with a request for proposals and Mr. Chapman responded that it was not.

Vice President Latham motioned to approve the Administrative Services contract with the Authority for 2014. The motion was seconded by Secretary/Treasurer Wortham and passed unanimously.

10. Consider and act upon authorization to seek proposals for the management and maintenance of the well registration website

Mr. Chapman explained that the District has a website to register wells and track well information. The website is also available to the public for information on the location of wells. The website was designed two years ago by Alan Plummer Associates and subcontracted to IT Nexus for the development of the database. After completion of the project, a maintenance contract was issued with IT Nexus. Initially, the maintenance contract worked well. However over the course of the past year, the contractor has become increasingly slow to respond to requests for assistance and to provide enhancements to the site. In some cases it has taken two weeks for a confirmation response and another four weeks for the request to be fulfilled. For example, the Board requested the staff have water loss information added to the website in July and that request has still not been fulfilled. The staff has researched the problem and spoken with Alan Plummer Associates to research possible solutions.

Mr. Adam Rose with Alan Plummer Associates was the lead in the creation of the well registration website. He provided the staff with three options. 1. He could provide a list of possible candidates to maintain the website as it stands. The problem with this solution is that most website maintenance firms are not experienced in GIS websites and would not have any background on the District. 2. Alan Plummer Associates has hired a GIS specialist to maintain GIS websites. The problem with this solution is that they are unfamiliar with the current design of the system and would need to research the set up. Or, 3. They could upgrade the system and then maintain it. The current website was designed using Adobe Select. This product has now been purchased by ESRI and is being converted to proprietary software. If the District desires to stop using an ESRI server license, which costs \$2,500 per year, the system will need to be upgraded to run off a more common database.

Vice President Latham motioned for the staff to submit Requests for Proposals to interested parties and present the responses to the Board at the next meeting for review. The motion was seconded by Board Member Purcell and passed unanimously. Mrs. Catterson requested the Board appoint a committee to review the proposals and provide a recommendation to the Board at the next meeting. President Patterson asked for volunteers to serve on the Committee. The Committee was appointed to include Vice President Latham, President Patterson and Board Member Purcell.

11. Consider and act upon appointing a representative for Groundwater Management Area 8 and receive update on Groundwater Management Area 8 activities

Mr. Chapman offered to the new Board members to review in detail the current groundwater issues in Texas at a time where they could meet with the staff. Mr. Chapman explained that the State is divided into

16 groundwater management areas, which are identified in large part by the major aquifers. The District is in Groundwater Management Area 8 (GMA 8), which is identified by the Trinity Aquifer. GMA 8 encompasses 57 counties from the Red River to north of Austin. GMA 8 will be required to determine by 2016 desired future conditions for the aquifers for 50 years in the future. Not all 57 counties have groundwater conservation districts. There are already disputes over groundwater in GMA 8. Mr. Chapman reviewed the differences of opinion that are currently being experienced. The District will need to be proactive in GMA 8 in order to stay informed of activities being undertaken.

Due to the financial limitations of the Texas Water Development Board (TWDB), the existing Groundwater Availability Model was not going to be updated. Four North Texas groundwater conservation districts including the North Texas GCD, Northern Trinity GCD, Prairielands GCD and the Upper Trinity GCD agreed to fund the update of the model. The new model will be completed in 2014. Mr. Chapman recommended that the District make sure to participate in the GMA 8 meetings and discussions of defined future conditions. The Board member appointed to represent the District needs to be able to participate in all GMA 8 meetings. President Patterson confirmed that the State has now revised the definition of desired future conditions for them to be defined and be the maximum amount of drawdown.

Board Member Gattis has offered to serve as the representative on GMA 8 for the District. Board Member Gattis has a professional background and is familiar with the process. Mr. Chapman did explain that any Board member may serve as a representative for GMA 8. Board Member Purcell asked if the other groundwater conservation district areas meet. Mr. Chapman explained that the four districts participating in the model update meet regularly. The southern districts in GMA 8 have been formed for many years and have historical information to support their defined future condition needs. Board Member Purcell explained his concern is because two lakes are being created in Fannin County, which has provided a negative impression for Fannin County because they will not receive revenue from the new lakes. Mr. Chapman explained that the District was invited to participate in the new groundwater model, but the cost would have doubled the budget and the Board did not feel it was fiscally responsible.

Board Member Purcell asked how the other groundwater conservation districts were able to afford to participate in the model update. Mr. Chapman explained that some of the older districts are tax based and the other districts have much higher fees.

Secretary/Treasurer Wortham nominated Board Member Gattis to serve as the GMA 8 representative and Board Member Newhouse as an alternate representative. The motion was seconded by Vice President Latham and passed unanimously.

The next meeting of the GMA 8 will be on January 21, 2014.

12. Receive Management Plan Quarterly Report Regarding Assessment of Drought in District

Mrs. Bennett explained that at the time of the development of the drought report, the area was still considered in a moderate drought. Rainfall was normal, but the storage index was below normal. The temperatures in Texas are expected to increase in the future. Lake Texoma was 88.7% full and was not impacted strongly by the recent rains.

Mr. Chapman explained that the quarterly drought report is a requirement of the Management Plan.

13. Consider and act upon enforcement actions on non-compliant well owners

Most of the well owners have been compliant and been very responsive. Some have needed additional encouragement to comply with the District's rules. However, it has reached a point where the staff has exhausted all knowledge of gaining compliance on four golf courses in Grayson County. Golf courses at one time thought they were exempt from registration and reporting. However, the staff has explained the need for registration and reporting. In some cases ownership has changed and finding the correct contact has been difficult, which applies to two of the golf courses. One of the golf courses has refused to comply at all and the other has refused to provide meter readings. These four cases have been turned over to the Lloyd Gosselink Firm. Mrs. Fitzsimmons has been handling the enforcement, as her fees are lower than Brian Sledge's. She has been working to receive compliance, but they may result into a civil suit.

President Patterson explained that he represents the small cities in Grayson County and he is sure that they feel that the rules need to be enforced across the board. He expressed that it was not fair for the cities and water providers to be paying their invoices as required and golf courses not being required to comply. The Board agreed unanimously that the Rules should be enforced equally. Mr. Chapman explained that several entities have taken time to come into compliance, but in almost all cases once the correct contact is located, compliance happens very quickly. The turf growers have been very cooperative.

Board Member Newhouse motioned to pursue enforcement. The motion was seconded by Vice President Latham and passed unanimously.

14. General Manager's Report

Mr. Chapman introduced Mr. Satterwhite, who has started working with the Authority as the General Manager. Mr. Satterwhite is a civil engineer and started work with the Authority on September 23rd.

Mr. Chapman offered to the new members to provide information to them on the history of the District and information about groundwater throughout the State.

The District will need to update the Rules, which were adopted on August 29, 2011 and amended in 2012. They are designated as Temporary Rules because there are items that are discovered that need to be updated and addressed. The staff has a list of several items that need to be addressed in the Rules. Before the Rules can be amended, a public hearing must be held to receive comments from the public. Budgets must be adopted in October of each year, but are generally adopted in the summer in order to provide the rates to the rate payers in time for their budget cycles in September.

President Patterson asked about the item listed for consideration on the North Texas GCD's rule changes that included recouping legal fees. The staff responded that the North Texas GCD decided to add a tiered late fee for payment of production fees. Board Member Purcell asked about using a collection agency for late fees instead of utilizing an attorney. Mr. Chapman agreed to review the possibility with the District's legal counsel.

In addition to having a representative on GMA 8, the District will need a hydrologist to advise on the relationship between the groundwater availability model between other districts. Mr. Chapman explained that he would recommend having a hydrologist attend the GMA 8 meetings to represent the District and provide an expert opinion. The District's hydrologist is Bill Hutchison, who is a professional engineer and hydrologist. Mr. Hutchison used to operate the TWDB's groundwater division and helped prepare the District's management plan. The cost for Mr. Hutchison is \$150 per hour, which is very reasonable. Mr. Hutchison is very capable of summarizing the activities of GMA 8 for the Board. The budget will most likely need to be amended to include extra fees for hydrologist.

Board Member Purcell asked if there were any other sources of revenue for the District other than production fees and registration fees, such as the funding that would be authorized by Proposition 6. Mr. Chapman responded that no other sources of revenue are available to the District. The funds that would be authorized by the approval of Proposition 6 would be for water infrastructure projects in the State.

15. Open forum / discussion of new business for future meeting agendas

The next Board meeting was scheduled for November 21, 2013 at 2:00 PM.

16. Adjourn

Vice President Latham motioned to adjourn the meeting, seconded by President Patterson and passed unanimously. The Board adjourned at approximately 3:20 PM.

#####

Recording Secretary

Secretary-Treasurer

ATTACHMENT 5

RESOLUTION NO. 2013-11-21-01

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE RED RIVER GROUNDWATER
CONSERVATION DISTRICT AUTHORIZING PAYMENT OF ACCRUED LIABILITIES FOR THE
MONTH OF NOVEMBER 2013

The following liabilities are hereby presented for payment:

Accounting

Rutherford Taylor & Company	3,500.00
USTI eBilling Fees - October	10.16

Administrative Services

GTUA - October	16,813.42
----------------	-----------

Direct Costs

Awards Unlimited	378.80
------------------	--------

Legal Services

Lloyd Gosselink - September	3,167.50
-----------------------------	----------

Meetings

Texas Alliance of Groundwater Districts	150.00
---	--------

Reimbursements

Russell Marcum	100.00
North Texas GCD (transfer driller deposits for Axis Drilling)	100.00
Ronald White	100.00

GRAND TOTAL: \$ 24,319.88

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RED RIVER
GROUNDWATER CONSERVATION DISTRICT THAT the Secretary-Treasurer is hereby authorized
to make payments in the amounts listed above.

On motion of _____ and seconded by _____,
the foregoing Resolution was passed and approved on this, the 21st day of November 2013 by the
following vote:

AYE:

NAY:

At a meeting of the Board of Directors of the Red River Groundwater Conservation District.

President

ATTEST:

Secretary/Treasurer

ATTACHMENT 6

Red River Groundwater Conservation District

Trial Balance

For Funds from 00 to 00
For the Fiscal Period 2013-10 Ending October 31, 2013

General Fund (00) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
00-01-10001	93,934.99		33,894.89	12,313.19	115,516.69	
00-01-10025	105,875.05		0.00	32,254.39	73,620.66	
00-01-10027	340.50		0.00	340.50	0.00	
00-01-10030	0.00		0.00	0.00	0.00	
00-01-10101	0.00		0.00	0.00	0.00	
00-01-10200	3,916.87		0.00	0.00	1,558.66	
00-01-23100		13,451.89	12,313.19	2,358.21		23,491.08
00-01-23150		4,100.00	0.00	22,352.38		4,400.00
00-01-35100	16,007.43		0.00	300.00	16,007.43	
00-01-35120			0.00	0.00		***
00-01-46002		111,007.12	0.00	0.00		111,007.12
00-01-46005		233,847.88	0.00	0.00		233,847.88
00-01-46007		0.00	0.00	0.00		0.00
00-01-46010		7,600.00	0.00	1,000.00		8,600.00
00-01-77010	56,403.97	200.00	0.00	0.00	66,714.22	200.00
00-01-77020	0.00		0.00	0.00	0.00	
00-01-77027	0.00		3,500.00	0.00	3,500.00	
00-01-77030	9,007.50		975.00	0.00	9,982.50	
00-01-77031	0.00		0.00	0.00	0.00	
00-01-77032	17,300.00		0.00	0.00	17,300.00	
00-01-77035	41,470.45		4,676.00	0.00	46,146.45	
00-01-77040	2,270.29		544.15	0.00	2,814.44	
00-01-77450	64.00		1,000.00	0.00	1,064.00	
00-01-77480	0.00		0.00	0.00	0.00	
00-01-77500	0.00		0.00	0.00	0.00	
00-01-77610	0.00		0.00	0.00	0.00	
00-01-77810	315.00		2,358.21	0.00	2,673.21	
00-01-77855	2,591.90		0.00	0.00	2,591.90	
00-01-77970	14,705.00		0.00	0.00	14,705.00	
00-01-78010	772.11		187.46	0.00	959.57	
00-01-78030	89.88		0.00	0.00	89.88	
00-01-78310	1,800.00		200.00	0.00	2,000.00	
00-01-78600	785.00		500.00	0.00	1,285.00	
00-01-78750	1,026.38		120.51	0.00	1,146.89	
00-01-78770	1,530.57		339.01	0.00	1,869.58	

Red River Groundwater Conservation District
Trial Balance

For Funds from 00 to 00
 For the Fiscal Period 2013-10 Ending October 31, 2013

General Fund (00) Account	Beginning Balance		Transactions		Ending Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
Totals:	370,206.89	370,206.89	70,918.67	70,918.67	381,546.08	381,546.08
Grand Totals:	370,206.89	370,206.89	70,918.67	70,918.67	381,546.08	381,546.08

*** Indicates the balance for the noted account should be credit and is debit or should be debit and is credit.

Red River Groundwater Conservation District

Statement of Revenue and Expenditures

11/14/2013 1:38pm

Revised Budget

For General Fund (00)

For the Fiscal Period 2013-10 Ending October 31, 2013

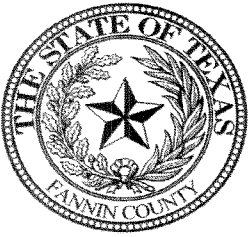
Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
00-01-46002 GW Production Cost	\$ 0.00	\$ 0.00	\$ 250,000.00	\$ 233,847.88	6.46%
00-01-46005 Late Fees	0.00	0.00	0.00	0.00	0.00%
00-01-46007 Registration Fees	0.00	1,000.00	0.00	8,600.00	0.00%
00-01-46010 Well Drillers Deposit	0.00	0.00	0.00	200.00	0.00%
Total General Fund Revenues	\$ 0.00	\$ 1,000.00	\$ 250,000.00	\$ 242,647.88	2.94%
Expenditures					
00-01-77010 Administrative Cost	\$ 8,333.33	\$ 10,310.25	\$ 100,000.00	\$ 66,714.22	33.29%
00-01-77020 Advertising	208.33	0.00	2,500.00	0.00	100.00%
00-01-77027 Auditing	0.00	3,500.00	5,000.00	3,500.00	30.00%
00-01-77030 Accounting	1,000.00	975.00	12,000.00	9,982.50	16.81%
00-01-77031 Banking Fees	0.00	0.00	0.00	0.00	0.00%
00-01-77032 Contract Services	2,500.00	0.00	30,000.00	17,300.00	42.33%
00-01-77035 Field Technician	2,916.67	4,676.00	35,000.00	46,146.45	(31.85%)
00-01-77040 Direct Cost	833.33	544.15	10,000.00	2,814.44	71.86%
00-01-77450 Dues & Subscription	83.33	1,000.00	1,000.00	1,064.00	(6.40%)
00-01-77480 Equipment	416.67	0.00	5,000.00	0.00	100.00%
00-01-77500 Fees- GMA8	352.60	0.00	4,231.25	0.00	100.00%
00-01-77610 Fuel	0.00	0.00	0.00	0.00	0.00%
00-01-77810 Insurance	325.58	2,358.21	3,907.00	2,673.21	31.58%
00-01-77855 Internet Fees	291.67	0.00	3,500.00	2,591.90	25.95%
00-01-77970 Legal	416.67	0.00	5,000.00	14,705.00	(194.10%)
00-01-78010 Meetings and Conferences	166.67	187.46	2,000.00	959.57	52.02%
00-01-78030 Office Supplies	0.00	0.00	0.00	89.88	0.00%
00-01-78310 Rent	200.00	200.00	2,400.00	2,000.00	16.67%
00-01-78600 Software Maintenance	166.67	500.00	2,000.00	1,285.00	35.75%
00-01-78750 Telephone	166.67	120.51	2,000.00	1,146.89	42.66%
00-01-78770 Transportation-Mileage	833.33	339.01	10,000.00	1,869.58	81.30%
Total General Fund Expenditures	\$ 19,211.52	\$ 24,710.59	\$ 235,538.25	\$ 174,842.64	25.77%
General Fund Excess of Revenues Over Expenditures	\$ (19,211.52)	\$ (23,710.59)	\$ 14,461.75	\$ 67,805.24	(368.86%)

Red River Groundwater Conservation District
Statement of Revenue and Expenditures
 Revised Budget

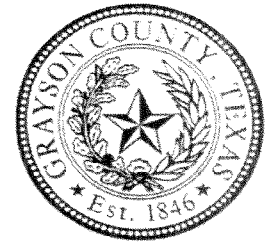
For the Fiscal Period 2013-10 Ending October 31, 2013

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	\$ 0.00	\$ 1,000.00	\$ 250,000.00	\$ 242,647.88	2.94%
Total Expenditures	\$ 19,211.52	\$ 24,710.59	\$ 235,538.25	\$ 174,842.64	25.77%
Total Excess of Revenues Over Expenditures	\$ (19,211.52)	\$ (23,710.59)	\$ 14,461.75	\$ 67,805.24	(368.86%)

ATTACHMENT 7



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 14, 2013

SUBJECT: AGENDA ITEM NO. 7

CONSIDER AND ACT UPON AMENDMENTS TO 2013 BUDGET

ISSUE

Amendments to 2013 budget

BACKGROUND

After operating 5/6 of the fiscal year, the staff believes that an adjustment may need to be made in the budget. The staff proposes that the production fee estimate be adjusted from \$250,000 to \$260,000. The staff recommends that eight line items on the expenditure side of the budget be increased a total of \$9,567.71.

CONSIDERATIONS

The modifications to the budget would include the following:

Decrease

- Auditing line item by \$1,500
- Direct Cost line item by \$6,500
- Meetings line item by \$500
- Transportation line item by \$7,500
- Telephone line item by \$500

Increase

- Dues line item by \$200
- Field Service line item by \$25,000
- Legal line item by \$15,000

STAFF RECOMMENDATIONS

It is the opinion of the staff that the modification of eight line items in the budget is justified and can be supported by the current production fees adopted by the Board.

ATTACHMENTS

Proposed amended 2013 budget

PREPARED AND SUBMITTED BY:

Debi Atkins, Finance Officer

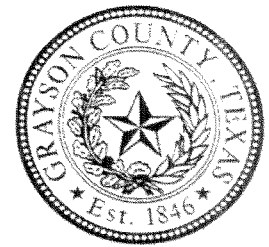
**RED RIVER GROUNDWATER CONSERVATION DISTRICT
BUDGET YEAR 2013**

	Approved Budget 2013	Projected 12/31/2013	Amended Budget 2013	Adjusted Amounts
Income				
46002 GW Production Cost	250,000.00	280,617.46	260,000.00	10,000.00
Total Income	<u>250,000.00</u>	<u>280,617.46</u>	<u>260,000.00</u>	<u>10,000.00</u>
Gross Profit	250,000.00	280,617.46	260,000.00	
Expense				
77010 ADMINISTRATIVE COST	100,000.00	80,057.06	100,000.00	0.00
77030 ACCOUNTING	12,000.00	11,979.00	12,000.00	0.00
77033 ADS-LEGAL	2,500.00	2,500.00	2,500.00	0.00
77027 AUDITING	5,000.00	3,500.00	3,500.00	-1,500.00
77035 BANKING FEES				
77855 CONTRACT SERVICES				
Web Maintenance	20,000.00	20,760.00	20,000.00	0.00
Hydro-Geologist	10,000.00		10,000.00	0.00
77040 DIRECT COST	10,000.00	3,377.33	3,500.00	-6,500.00
77450 DUES & SUBSCRIPTIONS	1,000.00	1,276.80	1,200.00	200.00
77550 EQUIPMENT	5,000.00	5,000.00	5,000.00	0.00
77555 FEES-GMA8	4,231.25	4,231.25	4,231.25	0.00
77035 FIELD SERVICES	35,000.00	55,375.74	60,000.00	25,000.00
77810 INSURANCE & BONDING	3,907.00	3,207.85	3,907.00	0.00
77840 INTERNET SERVICES	3,500.00	3,110.28	3,500.00	0.00
77970 LEGAL	5,000.00	17,646.00	20,000.00	15,000.00
78010 MEETINGS AND CONFEREN	2,000.00	1,151.48	1,500.00	-500.00
78310 RENT	2,400.00	2,400.00	2,400.00	0.00
78600 SOFTWARE MAINT	2,000.00	1,542.00	2,000.00	0.00
78770 TRANSPORTATION	10,000.00	2,243.50	2,500.00	-7,500.00
78750 TELEPHONE	2,000.00	1,376.27	1,500.00	-500.00
78775 WATER QUALITY ISSUES				
78780 WELL MONITORING/TESTING				
Total Expense	<u>235,538.25</u>	<u>220,734.56</u>	<u>259,238.25</u>	<u>23,700.00</u>
6% Contingencies	\$14,132.30		\$0.00	-14,132.30
Total Expenditures	249,670.55		259,238.25	9,567.71
Net Income	<u>329.45</u>	<u>59,882.89</u>	<u>761.75</u>	<u>432.30</u>

ATTACHMENT 8



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 14, 2013

SUBJECT: AGENDA ITEM NO. 8

CONSIDER AND ACT UPON AUTHORIZING A CONTRACT FOR THE MANAGEMENT AND MAINTENANCE OF THE WELL REGISTRATION WEBSITE

ISSUE

Authorization of a contract for the management and maintenance of the well registration website

BACKGROUND

Last month the Board authorized the staff to submit Requests for Proposals (RFPs) to firms interested in supplying management and maintenance services for the District's well registration website. The RFPs were submitted to six interested individuals/firms on October 23, 2013. Three proposals were received on November 1, 2013. The staff has reviewed the proposals and summarized the responses.

OPTIONS/ALTERNATIVES

The District could choose a firm to enter into a contract for the management and maintenance of the well registration website and enter into a one year contract. The Board can also choose to solicit for additional proposals.

CONSIDERATIONS

The current maintenance contract expired in July. A new contract needs to be entered into in order to provide the staff with necessary routine maintenance and technical support.

STAFF RECOMMENDATIONS

At the previous meeting the Board established a committee to review the proposals. The committee is expected to review the proposals prior to the meeting and will provide a recommendation to the Board.

ATTACHMENTS

Summary of proposals

PREPARED AND SUBMITTED BY:

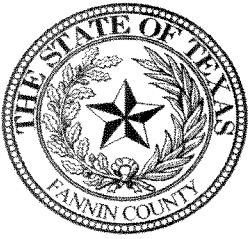
A handwritten signature in black ink, appearing to read "D. Satterwhite", is written over a horizontal line.

Drew Satterwhite, P.E., General Manager

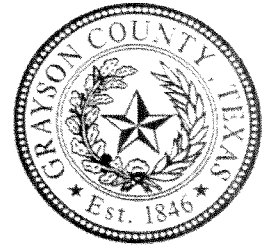
**Red River GCD
Maintenance and Management of the Water Well Database and Web-Based Application**

	Website Hosting Services	Maintenance Costs	Hours of Enhancements	Hourly Rate for Additional Time	ArcGIS Server License	Tracking System	Convert System
Alan Plummer Associates, Inc.							
IT Nexus	\$600 annually	Free for 1 year (\$500 per month after year 1)	3 per month (cost included)	N/A	N/A	Ticket Tracking System	\$21,766
Steve Rice	\$3,500 annually	\$600 per month	3 per month (cost included)	\$150	\$2,500 annually	Issue Tracker	N/A
Eric Spellman	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TCOG	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Trinity Solutions	\$4,800 annually	\$760 per month	4 per month (\$420 per month)	N/A	N/A	N/A	N/A
	\$3,500 annually			\$85	\$2,500 annually	N/A	N/A

ATTACHMENT 9



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 15, 2013

SUBJECT: AGENDA ITEM NO. 9

CONSIDER AND ACT UPON AUTHORIZING SERVICES OF A GROUNDWATER HYDROLOGIST TO ASSIST THE DISTRICT WITH THE DEVELOPMENT OF DEFINED FUTURE CONDITIONS (DFCS)

ISSUE

Authorizing services of a groundwater hydrologist to assist the District with the development of Defined Future Conditions (DFCs)

BACKGROUND

The District, along with the other groundwater conservation districts in Groundwater Management Area 8 (GMA 8) will be responsible for establishing DFCs for both the Trinity and Woodbine Aquifers by the deadline established by the State of Texas of May 2016. GMA 8 met on September 24th and determined a future course of action for its work in this area. The twelve groundwater districts within GMA 8 will begin meeting quarterly in 2014. It is anticipated that the benchmark hydrogeological report being prepared by INTERA, Bureau of Economic Geology of Texas and LBG Guyton will be the primary technical report to establish the DFCs. That report is scheduled to be completed in the second quarter of 2014.

OPTIONS/ALTERNATIVES

The District has several options available. One option would be to simply participate as members of the Board and staff in this process without any additional technical assistance. This option might place the District at a technical disadvantage because other Districts within GMA 8 are already in the process of securing technical assistance to help them with developing their perspective on the DFCs.

Another option would be to attempt to partner with one of the other Districts and share the cost of a consultant and thus reduce the consultant cost to the District. However, there is the possibility that potential conflicts of interest could occur in such an arrangement.

A third option would be for the District to engage its own consultant to assist in evaluating the Managed Available Groundwater report being prepared by the consulting firms previously mentioned.

CONSIDERATIONS

In the past, the District has chosen to utilize the assistance of Dr. Bill Hutchison, who is both a hydrogeologist and a professional engineer. The longer serving Board members may recognize Dr. Hutchison from his service to you in developing the management plan. Dr. Hutchison previously served as the head of the groundwater section of the Texas Water Development Board.

STAFF RECOMMENDATIONS

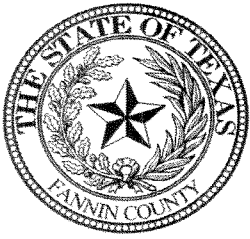
The staff recommends the Board seriously consider making provision in its 2014 budget to engage the services of a qualified hydrogeologist to assist in development of DFCs for the District.

PREPARED AND SUBMITTED BY:

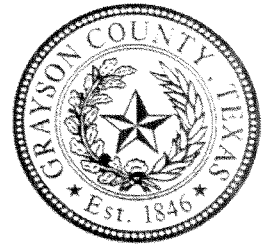


Drew Satterwhite, P.E., General Manager

ATTACHMENT 10



**RED RIVER GROUNDWATER
CONSERVATION DISTRICT
AGENDA COMMUNICATION**



DATE: NOVEMBER 14, 2013

SUBJECT: AGENDA ITEM NO. 10

**CONSIDER AND ACT UPON AUTHORIZATION TO SOLICIT PROPOSALS FOR 2013
AUDIT SERVICES**

ISSUE

2013 audit services

BACKGROUND

The Board of Directors has authorized the audit of the District's financial records since it began operation in 2010. The firm of Rutherford Taylor was selected in 2011 to perform the audit for 2011 and subsequently performed the audit for 2012.

OPTIONS/ALTERNATIVES

Some public agencies solicit proposals periodically in order to make sure they receive the best possible audit for the best possible price.

CONSIDERATIONS

Since the firm of Rutherford Taylor has performed the audit for three years, the Board is requested to provide direction on the audit services for 2013. The previous year's audit cost was \$3,500.

STAFF RECOMMENDATIONS

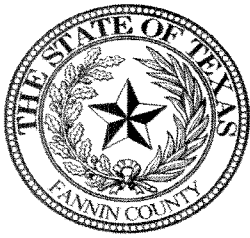
The staff requests that the Board provide guidance in this matter.

PREPARED AND SUBMITTED BY:

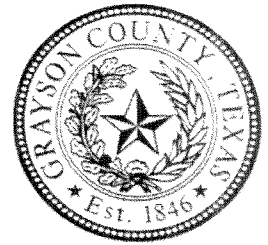
A handwritten signature in cursive script, appearing to read "Debi Atkins", written over a horizontal line.

Debi Atkins, Finance Officer

ATTACHMENT 11



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 14, 2013

SUBJECT: AGENDA ITEM NO. 11

CONSIDER AND TAKE ACTION REGARDING HIRING AND/OR TERMINATING LEGAL COUNSEL

ISSUE

Consider and take action regarding hiring and/or terminating legal counsel

BACKGROUND

On Thursday, October 31st, a call was received from Brian Sledge advising that he would be leaving the Lloyd Gosselink Firm and establishing a new law firm to provide legal services to his existing client base. Mr. Sledge advised that his departure was amicable and he expected to maintain good relations with the Lloyd Gosselink Firm and continue his responsibilities under existing commitments until they were completed. He also stated that other members of the Lloyd Gosselink Firm might be leaving to join him.

Later in the day, a call was received from the Lloyd Gosselink Firm to the District acknowledging that Mr. Sledge was leaving the firm and assuring the District that the Lloyd Gosselink Firm remained capable of meeting the District's needs and indicated that a letter would be forthcoming. Subsequently letters were received from Robin Lloyd, representing the Lloyd Gosselink Firm and Brian Sledge representing the new Sledge Fancher, PLLC. Each requested they be authorized to represent the District in the future.

OPTIONS/ALTERNATIVES

Obviously the District has the authority to choose whatever legal representation it deems in its best interest. This could be continuing with the Lloyd Gosselink Firm, changing to the Sledge Fancher, PLLC firm or changing to a new firm.

CONSIDERATIONS

Given the uniqueness of groundwater law in Texas and the continuing flux that has taken place in the regulatory and legislative community, it is the opinion of the staff that representation by a firm with experience in the administrative law and water code activities would be desirable.

Another consideration is that District staff understands that several other Lloyd Gosselink staff members will be joining the Sledge Fancher, PLLC firm.


STAFF RECOMMENDATIONS

The staff requests the Board provide direction on the legal representation they feel is in the best interest of the District in the future.

ATTACHMENTS

Robin Lloyd letter
Brian Sledge letter

PREPARED AND SUBMITTED BY:



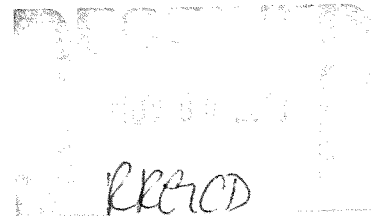
Drew Satterwhite, P.E., General Manager

Mr. Lloyd's Direct Line: (512) 322-5805
Email: rlloyd@lglawfirm.com

November 1, 2013

VIA POSTAL SERVICE MAIL

Red River GCD
Mark Patterson, President
P.O. Box 1214
Sherman, Texas 75091-1214



RE: Transition of Client Matters

Dear Mr. Patterson:

As you know, transitions sometimes occur in law firms. This is to inform you Brian Sledge has resigned from our firm. There will be a smooth transition in our business relationships to have as little effect as possible on our clients.

I am aware that Kristen Fancher, Shauna Fitzimmons, and Ty Embrey have a relationship with the District and are familiar with the District's work. Ty will be overseeing the transition and is supported by several other attorneys and paralegals at our firm. We look forward to communicating with you soon about this transition and your expectations of us.

Lloyd Gosselink values you and your association with us. We look forward to continuing to represent you. Please do not hesitate to call me should you have any questions.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Robert H. Lloyd", is written over a horizontal line.

Robert H. Lloyd, Managing Principal

RHL/stl

cc: Jerry Chapman
Via email: jerryc@gtua.org

**SLEDGE
FANCHER** PLLC
ATTORNEYS AT LAW | GOVERNMENTAL RELATIONS
P.O. Box 2104, Austin, Texas 78768
(512) 773-8967

November 14, 2013

Mr. Mark Patterson, President of the Board of Directors
Mr. Drew Satterwhite, P.E., General Manager
Mr. Jerry Chapman, Immediate Past General Manager
Red River Groundwater Conservation District
P.O. Box 1214
Sherman, Texas 75091

Re: Engagement Letter for Legal Services (Internal Billing Code: 0012-00)

Dear Messrs. Patterson, Satterwhite, and Chapman:

I appreciate the opportunity to continue providing legal services to you and the other good folks at Red River, and thank you, the board, and staff for your business and friendships. The purpose of this letter and the attached Additional Terms of Engagement is to set out the roles and responsibilities of our law firm and yours as the client in this matter.

Client

The client for this engagement is the Red River Groundwater Conservation District (“RRGCD” or “you”). This engagement does not create an attorney-client relationship with or duties owed to any other persons or entities.

Scope of Engagement

As your counsel, Sledge Fancher, PLLC (“the firm” or “we”) will represent RRGCD with respect to general counsel services, regulatory, and other legal matters concerning groundwater conservation districts. This engagement will include only that matter. If you engage us for any related or additional matters, we will describe them in a separate engagement letter or in a written supplement to this letter.

Fees and Other Charges

Our fees for the matter will be based on the time spent by the attorneys and other timekeepers who work on the matter. Billing rates vary according to the experience of the individuals and the

November 14, 2013

nature or location of the work. My time is currently billed at \$295.00 per hour. Kristen Fancher and Shauna Fitzsimmons will also be working with me, and their time is currently billed at the rates of \$245.00 and \$215.00, respectively. Erin Zoch will be the paralegal on this matter, and her time is currently billed at \$125.00 per hour. Other firm lawyers, paralegals, or staff may also work on this matter at rates established by the firm according to their position and level of experience. We attempt to use paralegals and support staff to perform those tasks that do not require the time of an attorney.

We generally review our billing rates annually, and we may adjust them with or without advance notice. You agree to pay our invoices in full and be responsible for paying any taxes required by law to the taxing authorities. Legal fees and costs are difficult to estimate, and we have made no commitment concerning the total fees and charges that will be necessary to resolve or complete this matter, even though we will make every effort to manage fees and costs by working efficiently.

In addition to fees for our legal services, we will charge you for photocopying, reprographics, couriers, travel, certain long distance telephone calls, faxes, postage, overtime for non-legal staff, certain computerized legal research, practice support, records retrieval, filing fees, and other items associated with representing you in this matter. We may charge for those items whether that work is performed by outside vendors or in-house. The current schedule of our in-house charges is attached as Exhibit A.

Conflicts of Interest, Other Clients, and Consent to Adverse Representation

Before agreeing to represent you, we have undertaken reasonable efforts to determine whether there are any potential conflicts of interest that would bar us from representing you in this matter. You have given us the names of all persons and entities that you believe are or might become involved in this matter. We have run a conflicts check on those names and believe that we are free to represent you. You agree to promptly tell us if you learn of any other person or entity that might become involved in this matter so that we can do additional checking for conflicts. We review conflict of interest issues in accordance with the rules of professional responsibility adopted for attorneys in Texas, as well as any applicable rules of the Texas Ethics Commission.

It is possible that, during the time we are representing you, some of our current or future clients might have dealings, transactions, disputes, or litigation with you. Those clients could have interests different from yours, and their actions could adversely affect your interests.

By engaging us, you agree that, during the time we are representing you, we also may represent other current and future clients in any other matter, including in litigation, unless we conclude that (i) the other matter would be substantially related to the matters in which we are representing you or (ii) undertaking the other matter would materially limit our ability to represent you. For purposes of this agreement, two matters are substantially related if the facts in the first matter are so closely related to the facts in the second matter that a genuine threat exists that confidential information revealed by the client in the first matter will be divulged to that client's adversary in the second matter. We would be materially limited only when our representation of another client or our relationship with someone else would materially affect our ability to represent you competently and diligently.

November 14, 2013

Accordingly, you agree that our representation of you in this matter will not disqualify us from representing other clients in other matters that are not substantially related to this one or where our ability to represent you would not be materially limited, even if the interests of those other clients are directly adverse to yours. In those situations, we will not use to your disadvantage any of your confidential information that we acquire while representing you. Likewise, we will not share with you or use for your benefit confidential information that we receive from other clients.

Finally, if one of our other clients hires another law firm and becomes adverse to you in this matter, you consent to our representation of that client in other matters. If that situation arises, we will continue to competently and diligently represent you and take appropriate steps to protect your confidential information.

Termination

This engagement and the attorney-client relationship created by this matter will end when we have completed the legal services covered by this engagement letter. At this time, it is contemplated that the services will be ongoing because of the nature of the matter. If you later engage us for any related or additional matter, that engagement and its scope must be confirmed in a separate engagement letter or in a written supplement to this letter.

You may terminate the engagement at any time and for any reason by informing us in writing. Similarly, we may terminate or withdraw from our representation of you at any time for any reason (including non-payment of fees), provided we comply with the applicable rules of professional conduct. If we decide to withdraw for any reason, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal. In the event of a termination or our withdrawal, you will pay us any outstanding fees and other charges.

Finally, after the conclusion of this matter, you might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to this matter, such as responding and objecting to subpoenas, searching for and producing documents, preparing for testimony, performing transition work, and other similar activities. In such case, we will promptly notify you, and you agree to compensate us for the fees and expenses we incur, including payment for the time spent by our attorneys and other timekeepers calculated at our then-current hourly rates. However, nothing in this letter or engagement obligates our attorneys or personnel to submit to interviews or to provide testimony, and any post-engagement work will not constitute the performance of legal services for you or create or revive an attorney-client relationship between us.

Other

You are encouraged to consult with other counsel of your choosing regarding the terms and conditions of our engagement, particularly those regarding multiple and adverse representation and conflict issues.

This letter, including the provisions in the attached Additional Terms of Engagement, sets forth the complete agreement between us. No other agreements, promises, understandings, or

November 14, 2013

representations, except for our discussion about the risks of conflicts and adverse representation, have been made or relied upon in reaching this agreement. If you, an insurance carrier, or anyone else provides us with outside counsel guidelines, electronic billing requirements, or other similar documents at the outset of this engagement, we will abide by them to the extent practicable. However, this agreement cannot be modified in any material respect by the tender of such guidelines, without a writing signed by both of us.

If this letter, including the provisions in the attached Additional Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return it to me. If you ask us to begin work before you return the signed letter to us, or if we do not hear from you promptly (in no event longer than 14 days), we will consider that you have agreed to and accepted the terms of this engagement letter and the attached Additional Terms of Engagement.

We are pleased to have this opportunity to be of service, and we look forward to working with you. Please contact me if you have any questions.

Very truly yours,

SLEDGE FANCHER, PLLC



By: _____

Attachments

AGREED TO AND ACCEPTED:

RED RIVER GROUNDWATER CONSERVATION DISTRICT

By: _____

Printed name of person signing

Title

November 14, 2013

SLEDGE FANCHER, PLLC

Additional Terms of Engagement

This attachment contains additional terms of engagement that are an integral part of the agreement between Sledge Fancher, PPLC (the "Firm") and you. Please review these additional terms and contact us promptly if you have any questions. You should keep this attachment in your file with the engagement letter.

The Scope of Our Work

We provide only legal services, including for some clients legal services related to legislative consulting and other governmental relations. We do not provide business, investment, insurance, underwriting, translation, accounting, financial, or technical services or advice, and you may not rely on us for such advice. Similarly, we do not make business decisions for you, and we do not investigate the character or credit of persons with whom you may be dealing.

Unless specifically included under "Scope of Engagement" in the attached engagement letter, this engagement does not include advice about (i) your disclosure obligations concerning the matter under any applicable law or regulation, including the federal securities laws or (ii) the tax consequences concerning the matter. We also are not responsible for review of your insurance policies to determine the possibility of coverage for any claim asserted in this matter or for notification of your insurance carriers about the matter. We encourage you to address those matters with other advisers or professionals.

You agree that we have no attorney-client relationship with and owe no duties to persons or entities not expressly identified by name as clients in the engagement letter, even if you might owe them fiduciary or other duties. This agreement has no third-party beneficiaries, including trust or estate beneficiaries, trustees, partners, limited partners, members, corporate shareholders and owners, successors, principals, agents, officers, directors, employees, representatives, your clients, and/or your insurers, insureds, indemnitors, or indemnitees.

You also agree that we will not provide any contractual indemnity to you, any corporate constituent, related entity, co-counsel, outside contractor, service provider, consultant, expert, or any other person or entity in connection with this matter.

You are engaging us to provide legal services in connection with the specific matter described in the "Scope of Engagement" paragraph in the engagement letter. After the end of the matter, circumstances might change, and changes might occur in the applicable laws or regulations that could affect your future rights and obligations. Unless you engage us after completion of the matter to provide additional legal services on issues arising from the matter, we have no obligation to advise you about future legal developments or your future rights and obligations.

Cooperation and No Guarantees

To help us provide legal services, you agree to cooperate fully with us, tell us the facts accurately and completely, give us all relevant documents and information, respond promptly to our requests, and inform us of all information and developments relating to this matter. We necessarily

November 14, 2013

rely on the accuracy and completeness of the information that you provide us, and we may rely on that information without independently verifying it. You also agree to make yourself or your representatives available to attend or participate in conference calls, meetings, conferences, discovery proceedings, hearings, and any other proceedings related to this matter.

We will try to achieve a result in this matter that is satisfactory to you. But we make no promises or guarantees concerning the outcome of our legal representation, whether it involves administrative, business, legislative, or regulatory advice, a transaction, or an adversarial proceeding such as litigation. For example, we cannot assure you that negotiations will be successful, a proposed transaction will be completed, a legislative measure or regulatory action will succeed or fail, a regulation, rule, plan, policy, or legislative measure that we prepare for you will be upheld as lawful in court, or the conclusion of this matter will result in an outcome that is favorable to you. Outcomes in litigation are especially hard to predict because of many factors that are beyond the control of clients or counsel. Any statements we make concerning possible outcomes of this matter, the legal significance of possible outcomes, or any other legal matters reflect our professional judgment at that time, but they are not guarantees. Those statements necessarily are limited by our knowledge of the facts and are based on the state of the law at the time they are made.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment. Unless we agree otherwise in writing, we will bill for our legal services monthly, and our invoices are payable within thirty days of receipt to the account specified in the invoices. If you are required by law to deduct or withhold any taxes from payments due the Firm, or if the Firm or its lawyers are required to pay any taxes directly to any taxing authority, you agree to pay us the additional amounts necessary to compensate the Firm for the withholding or additional cost so that, after the withholding or payment of the taxes, the Firm receives the full amount due under its invoices.

By engaging us, you acknowledge that you are responsible for payment of our fees, expenses, and other charges, and you agree that, if you do not pay them, we may withdraw from representing you provided that we comply with the applicable rules of professional conduct. In appropriate matters, as an accommodation to you, we may agree to send our invoices to third-party payors (*e.g.*, an insurer, indemnitor, or borrower). But you agree that you will remain fully responsible for timely payment of our invoices if for any reason the third-party payor does not timely pay them. Likewise, even when a third party pays our fees, we owe our professional obligations to you, and not to that third party.

Advances

We might ask you to make an advance payment as security for the payment of our fees. In some instances, we may hold the entire advance until the end of the engagement as security for our fees. However, unless both of us agree to that approach in writing, we will charge our fees for legal services and additional charges against the advance and credit them on our billing invoices. If the fees for legal services and other charges exceed the advance deposited with us, we will bill you monthly for the excess or we may request additional advances based on estimates of future work. At the end of the matter, we will refund, without interest, any unused portion of amounts advanced.

November 14, 2013

Effect of Merger or Other Reorganization

If you acquire, are acquired by, merge, or affiliate with another company, you will provide us with sufficient notice to permit us to decide whether to continue as your or the entity's attorneys in this matter (which must be confirmed in writing) or to withdraw if we determine that such acquisition, merger, or affiliation creates a conflict of interest with any of our clients or it is not in our best interests to represent the entity.

Individual Investments By Firm Attorneys

Many of our attorneys, directly or beneficially, own interests in corporations and other entities or in real property. Our computerized system used for checking conflicts of interest does not contain data about personal investments made individually by our attorneys, through a Firm-sponsored or administered plan, or otherwise. If you are concerned about investments in a particular entity, please ask us to canvass our attorneys about any individual investments in that entity.

Law Firm Privilege and Possible Conflict of Interest

Although unlikely, an occasion might arise while representing you when it is appropriate for us to consult with our own legal counsel. We will do this at our own expense, unless it is to provide a service to you on this matter and you agree to the consultation. To the extent that we are addressing our duties, obligations, or responsibilities to you, it is possible that a conflict of interest might exist between you and the Firm regarding our discussions with counsel. Such a conflict is more likely if a dispute were to arise between us regarding this matter. If there is such a conflict, and if we have not obtained your consent, we might have to choose between continuing to represent you in this matter and consulting with our own counsel. Thus, as a condition of this engagement, you agree that we may consult with our own counsel, and you waive any claim of conflict of interest that might arise out of those consultations. You agree that our communications with our own counsel are protected from disclosure to you and others by the Firm's attorney-client privilege and that you will not seek to discover or inquire into those communications.

Confidentiality

Just as we will protect confidential information that you provide us, you acknowledge that we will not share with you information that we obtain in confidence from others, even if such information might help you in this matter, and you waive any objection or conflict of interest that might result.

You agree that we may disclose the existence of our attorney-client relationship with you and, subject to our confidentiality and professional responsibility obligations, certain other limited information about our representation of you in order to obtain consent or a conflicts waiver from another client. If this matter involves transactions, litigation, administrative proceedings, legislative or other governmental relations, regulatory matters, or other matters where the firm appears as counsel of record for you in publicly available records, or matters involving the Texas Open Meetings Act, Texas Public Information Act, Freedom of Information Act, or other laws related to federal, state, or local open government laws, you agree that we may inform third parties of the fact that we represent you in this matter.

November 14, 2013

In Firm brochures and other materials or information about our practice, including legal directories, and in filings with federal, state, or local governmental entities, including without limitation the Texas Ethics Commission, you agree that we may identify you as a Firm client, indicate the general nature of our representation of you, provide examples of engagements handled on your behalf (including this matter), and provide any other information related to our representation of you that may be required to be disclosed to or included in filings with federal, state, or local governmental entities. If you do not wish to have your name mentioned in any of those materials, please inform us in writing. Your refusal to allow us to provide required information to federal, state, or local governmental entities constitutes grounds for us to terminate this agreement with you at our sole discretion.

Translations

Some of our attorneys speak or read multiple languages, and sometimes our work involves the review or drafting of documents in a language other than English. At times we might translate all or parts of those documents or draft documents in one language, anticipating that they will be translated into another language. Our attorneys, however, are not professional translators, and thus they are not in a position to consider particular meanings, nuances, or legal significance that some foreign words might have under the laws of foreign jurisdictions. Unless we expressly agree otherwise, any translations that we perform are for our or your convenience, and they are not a substitute for use of a professional translation service. Also, the use of such a translation service, whether suggested or selected by you or the Firm, does not mean that the Firm vouches for the accuracy or completeness of the translation, and our advice concerning issues addressed in translated documents assumes the accuracy of the translation.

Electronic Communications

During this engagement, we likely will exchange electronic documents and emails with you and others. Such communications are occasionally attacked by computer viruses or other destructive electronic programs. Our software may occasionally reject a communication that you send to us, or your system might reject something that we send you. There is also the possibility that communications could be intercepted by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. We believe these relatively infrequent occurrences are part of the ordinary course of business. Many—but not all—of the emails that we send to major commercial email servers that provide service to the U.S. and many other parts of the industrialized world are automatically encrypted. If you would prefer that we not use electronic communications or that we follow special instructions for encrypting email or other communications, promptly inform us in writing of your preferences or requirements so that we can determine if we can accommodate your requests. As with any correspondence regarding legal representation, we urge you to use caution in communications and dissemination of them to protect confidentiality and privilege.

Document Retention and Destruction

We will keep the documents and materials that you give us in the files that we will create for this matter. While representing you, we likely will receive or create documents and materials such as correspondence, research memoranda, pleadings, exhibits, transcripts, physical evidence, various agreements, transaction documents, and other documents and materials directly and substantively

November 14, 2013

related to the representation (collectively, "Client Materials"). We may maintain some or all of those Client Materials solely in electronic form, and you agree that we may do so.

We also may create and maintain our own materials related to this matter which will belong to and will be retained by us ("Firm Materials"). Firm Materials are prepared for our internal use and include, for example, Firm administrative records, conflicts and new business intake materials and reports, time and billing reports, personnel and staffing materials, credit, expense, and accounting records, administrative and routine internal documents, Firm form files (even if referred to in the course of this matter), and other materials and internal communications not directly and substantially related to the representation.

After the conclusion of the matter, upon your request, we will send you the Client Materials at your expense. You must tell us which Client Materials you wish to receive, and you agree to cooperate with us regarding their delivery. We will send those materials after we receive payment of all outstanding fees and other charges, unless our professional obligations require us to do so sooner. We reserve the right to retain a copy of the Client Materials. If you ask us to send you paper copies of documents that we maintain solely in electronic form, scan paper documents into an electronic format, or convert electronic documents from one electronic format into another, you agree to pay the costs of printing those documents, scanning them, or converting them to a different electronic format.

If you do not request the Client Materials when this matter ends, we will keep them for a period of time (currently seven years for most documents) after the conclusion of the matter. In so doing, we will follow our own records retention policy, not yours. Retaining those or other materials does not constitute the performance of legal services for you and does not create or revive an attorney-client relationship between us.

Ultimately, unless you request the Client Materials, we may destroy the Client Materials, without any additional notice to you, in accordance with our records retention schedule then in effect.

Outside Contractors and Service Providers

Like many law firms and other organizations, from time to time we use or deal with outside contractors, third-party service providers, and others in connection with certain areas of our practice or operations. These persons may include vendors, consultants, advisors, experts, investigators, court reporters, translators, registered agents, local counsel, or other service providers in areas such as litigation support, filing or document services, document management, storage, cloud computing, information technology, hardware and software systems, law firm practice management, accounting and financial matters, electronic billing vendors, and the like. Additionally, we may use temporary or contract attorneys and paralegals in certain situations. In performing their services, those persons may have some access to confidential information, and we will take appropriate steps obligating them to preserve the confidentiality of any such information. You consent to our allowing outside contractors and service providers access to such information as described.

Unless special arrangements are made, you are responsible for paying the bills from outside contractors and service providers used on this matter. We will either instruct them to bill you directly for their services, or, in our discretion, we may pay outside bills or invoices for certain amounts and include those sums in our invoices to you.

Exhibit A

Standard Schedule of Charges

November 1, 2013

The current costs for charges most commonly incurred in the course of our representation of clients are shown below. These charges are reviewed periodically and may be adjusted to reflect changes in the Firm's costs and other factors. Should you have any questions, please contact the attorney handling your matter.

Travel	Airfare, hotel, meals, ground transportation, and other travel related costs are billed at the Firm's actual costs.
Telephone	There is no charge for domestic long distance calls. Other long distance calls, audio conferencing services, and calling card calls are billed at the Firm's actual cost. Internet conferencing: Billed at the Firm's actual cost.
Facsimile	There is no charge for incoming faxes. Outgoing facsimile transmissions, including those sent from individual computers, are charged at \$0.25/page.
Production Services	Black and white duplicating and scanning, including printing electronic and scanned images and printing for duplication purposes: \$0.15/copy (up to 8.5x14) 11x17 Black and white duplicating, scanning, and electronic print: \$0.30/page Black and white oversized scanning: \$1.00/sq. ft. (over 11x17) Color duplicating and scanning, including printing electronic and scanned images and printing for duplication purposes: \$0.65/copy up to 8.5x14 and \$1.30/copy for 11x17 Color oversized (over 11x17) duplicating and scanning, including digital color duplicating: \$5.00/sq. ft. Lamination: 8.5x11: \$1.00/page Lamination: 8.5x14: \$1.50/page Lamination: 11x17: \$3.00/page Oversize Lamination: \$4.00/sq. ft. up to 24 inches wide Blowbacks (volume printing of individual documents): \$0.15/page Bates labels: \$0.03/label

November 14, 2013

Electronic Bates labels: \$0.01/label

Custom tabs: \$0.35/tab including insertion

CD to CD copies (including packaging): \$10/first copy and \$5/each additional copy

DVD to DVD copies (including packaging): \$15/first copy and \$10/each additional copy

VHS to VHS video copies (including packaging): \$35/copy

VHS to DVD video conversion (including packaging): \$50 one-time conversion charge

Digital photography (including all processing): \$50/hour

Videotaping for trial preparation and other tasks: \$80/hour

There is no charge for binding, binding supplies, and other miscellaneous supplies relating to production services.

Supplies

There is no charge for general office supplies. Specific supplies for a specific engagement (such as equipping a data room) are billed at the Firm's actual cost.

Courier

Courier services, which vary depending on the service provider and the service provided, are billed at the Firm's actual cost.

Computer-Assisted Legal Research

Charges for services are billed at the Firm's actual cost.

Staff Overtime

Weekday and Weekend: \$45/hour

Holiday: \$60/hour

Postage

All postage is billed at the Firm's actual cost.

Records

Charges may vary.

Off-site file retrieval (standard): \$1.50 - \$1.85/file

Off-site box retrieval (standard): \$1.50 - \$1.92/box

Off-site file retrieval (rush): \$1.50 - \$3.18/file

Off-site box retrieval (rush): \$1.50 - \$3.82/box

Record transportation fee incurred for all rush/evening/weekend/after-hours retrievals: \$45 - \$192

Third-Party Services

From time to time, the Firm uses (subject to appropriate confidentiality arrangements) third parties, outside contractors, and service providers (such as experts, investigators, translators, consultants, and court reporters) Unless special arrangements are made, fees and expenses for those services will be the responsibility of the client. They should be billed directly to, and paid directly by, the client. Outside contractors and service providers are deemed to be directly engaged by the client even if bills are addressed to the Firm. Invoices sent to the Firm will be re-directed to the client for payment. The Firm, in its discretion, may pay outside invoices and include those sums (at the Firm's actual costs) in the Firm's invoice to the client, although it generally will not do this for amounts in excess of \$500.

November 14, 2013

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.

November 14, 2013

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

November 14, 2013

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

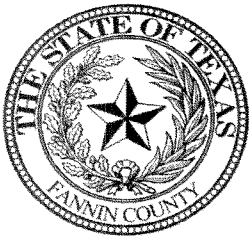
The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system. The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession. The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem. The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends

November 14, 2013

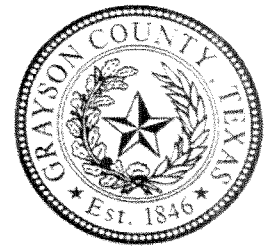
primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence. These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed. We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed - A Mandate for Professionalism**" as attached hereto and made a part hereof.
In Chambers, this 7th day of November, 1989.

ATTACHMENT 12



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 14, 2013

SUBJECT: AGENDA ITEM NO. 12

CONSIDER AND ACT UPON 2012 DRAFT AGRICULTURAL IRRIGATION USE ESTIMATES

ISSUE

2012 Draft Agricultural Irrigation Use Estimates

BACKGROUND

Each year the Texas Water Development Board (TWDB) submits draft agricultural irrigation use estimates to the District and asks for confirmation and clarification if the District has better information.

OPTIONS/ALTERNATIVES

The District could respond to the TWDB stating that these estimates appear to be adequate or that the District has no better information to be provided. Another possible alternative is to provide changes in the estimates provided by the TWDB.

STAFF RECOMMENDATIONS

The staff does not have any specific information on the provided agricultural estimates. If the Board feels the estimates are too high or low, the Board can modify the estimates and provide them back to the TWDB.

ATTACHMENTS

2012 Draft Agricultural Irrigation use Estimates

PREPARED AND SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Drew Satterwhite".

Drew Satterwhite, P.E., General Manager

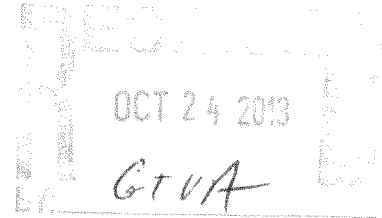
Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

October 18, 2013

To: District Managers and Board Members

Re: **2012 DRAFT Agricultural Irrigation Water Use Estimates**



The Texas Water Development Board (TWDB) staff developed a draft of the estimated irrigated acres and irrigation water use in each county for the 2012 crop season. These estimates are useful to develop groundwater availability models and project irrigation demands in future regional and state water plans. TWDB staff utilizes various sources of information to compile these draft numbers:

- Irrigated acreage data from the United States Department of Agriculture - Farm Service Agency,
- Five-year historical average of county irrigation estimates (includes previous years' revisions),
- Weather data and crop evapotranspiration rates,
- Estimated county-average irrigation application efficiencies, and
- Surface water irrigation diversions from the Texas Commission on Environmental Quality.

The draft of the 2012 irrigation water use estimates for your area of responsibility is enclosed for your review. Based on your local knowledge and expertise, please provide revisions to the following:

- Irrigated acres, irrigation application rate, and irrigation water use for each crop,
- Irrigation water use by source (groundwater, surface water, waste-water reuse), and
- Estimated county-average irrigation application efficiency.

**Note: The irrigation water use estimates are meant to be reflective of actual use, not potential.*

Please return any comments or revisions by **December 31, 2013**. If you have any questions about the enclosed estimates or need additional information, please feel free to contact me at **(512) 936-6090** or **Cameron.Turner@twdb.texas.gov**. Thank you in advance for helping us to improve our annual irrigation water use estimates.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Turner".

Cameron G. Turner
TWDB Agricultural Water Conservation

Enclosures: 2012 DRAFT Agricultural Irrigation Water Use Estimates

Our Mission	:	Board Members
To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas	:	Carlos Rubinstein, Chairman Bech Bruun, Member Mary Ann Williamson, Member
	:	Kevin Patteson, Executive Administrator

Texas Water Development Board
2012 Draft Irrigation Water Use Estimates

Red River Groundwater Conservation District

FANNIN COUNTY

**Note, these estimates are for crop year 2012, not 2013!*

Crop Number	Crop Name	Draft Acres	Draft Inches per Acre	Draft Acre-Feet
1	COTTON	0		0
2	SORGHUM	0		0
3	CORN	870	24	1,740
4	RICE	0		0
5	WHEAT	120	17	170
6	OTHER_GRAIN	0		0
7	FORAGE_HAY_PASTURE	950	23	1,821
8	PEANUTS	0		0
9	SOY_OIL	360	28	840
10	VINEYARD	0		0
11	ORCHARD	0		0
12	ALFALFA	0		0
13	SUGARCANE	0		0
14	VEGETABLES	0		0
15	OTHER	1,260	38	3,990
16	GOLF_COURSES	150	38	475
17	FAILED	0		0
County Total		3,710		9,036

Estimated county-wide average irrigation application efficiency percentage: <u>65%</u>	Groundwater (Acre-Feet): <u>3,036</u>
	Surface Water (Acre-Feet): <u>6,000</u>
	Waste-Water Reuse (Acre-Feet): <u>0</u>

Please review the draft 2012 irrigation water use estimates and provide any necessary revisions via email to cameron.turner@twdb.texas.gov, or call 512-936-6090, or mail to Texas Water Development Board, Attention: Cameron Turner, 1700 North Congress Avenue, P.O. Box 13231, Austin, TX 78711-3231
Thank you for your assistance!

Texas Water Development Board
2012 Draft Irrigation Water Use Estimates

Red River Groundwater Conservation District

GRAYSON COUNTY

**Note, these estimates are for crop year 2012, not 2013!*

Crop Number	Crop Name	Draft Acres	Draft Inches per Acre	Draft Acre-Feet
1	COTTON	0		0
2	SORGHUM	0		0
3	CORN	0		0
4	RICE	0		0
5	WHEAT	200	13	217
6	OTHER_GRAIN	0		0
7	FORAGE_HAY_PASTURE	1,500	19	2,375
8	PEANUTS	0		0
9	SOY_OIL	0		0
10	VINEYARD	0		0
11	ORCHARD	0		0
12	ALFALFA	0		0
13	SUGARCANE	0		0
14	VEGETABLES	0		0
15	OTHER	0		0
16	GOLF_COURSES	350	31	904
17	FAILED	0		0
County Total		2,050		3,496

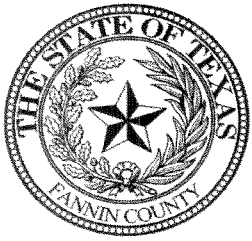
Estimated county-wide
average irrigation application
efficiency percentage: 75%

Groundwater (Acre-Feet): 2,789
Surface Water (Acre-Feet): 707
Waste-Water Reuse (Acre-Feet): 0

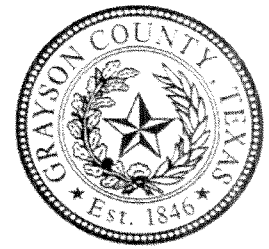
Please review the draft 2012 irrigation water use estimates and provide any necessary revisions via email to cameron.turner@twdb.texas.gov, or call 512-936-6090, or mail to Texas Water Development Board, Attention: Cameron Turner, 1700 North Congress Avenue, P.O. Box 13231, Austin, TX 78711-3231

Thank you for your assistance!

ATTACHMENT 13



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 15, 2013

SUBJECT: AGENDA ITEM NO. 13

CONSIDER AND DISCUSS AMENDING TEMPORARY RULES

ISSUE

Consider and discuss amendments to the Temporary Rules and establish date for public hearing

BACKGROUND

The Board previously adopted Temporary Rules and amended them on December 12, 2012.

OPTIONS/ALTERNATIVES

The Board can continue operating with the existing Temporary Rules, realizing that there may be areas that need refinement and additional clarification. Or, the Board may determine that it is in the best interest of the District to establish a public hearing and discuss the areas where additional clarification may be needed and subsequently adopt revisions to the Temporary Rules. Several items may require adjustment, modification or clarification are attached for your consideration.

CONSIDERATIONS

Items are included on the list of possible changes to the Temporary Rules, including reimbursement of legal expenses. The Rules state that if it becomes necessary for the District to require legal action to collect production fees or production information, legal expenses may be recovered by the District. However, the Rules are not clear on whether the District can charge on legal expenses to pay an attorney to contact the well owner regarding production information and fees if it does not result in court action. Clarification on this matter may be necessary.

STAFF RECOMMENDATIONS

The staff requests direction from the Board on any amendments to the Board's Temporary Rules.

ATTACHMENTS

Possible Changes to the Temporary Rules
Well capping memo from the Field Technician

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

RRGCD

TEMPORARY RULES

Items for Review:

1. Test Holes
 - a. Test holes Drillers log – add section for test holes to either go to development or a plugging report provided
 - b. Fee
 - c. Addressed in Resolution No. 2013-05-14-2 – incorporate this resolution into Rules
2. Water loss reporting
3. Geothermal wells
4. Meters – update to current technology
5. Late fees
6. Billing Cycle
 - a. 15 days for customers to provide readings
 - b. 15 days for generation of billing
 - c. 30 days for customers to pay
7. Wildlife
 - a. State considers agricultural
 - b. Example: Fannin County has a water fowl sanctuary built by state
8. Ag use – require proof of agriculture exemption
9. Legal Expenses
10. Well Capping

MEMO

To: Drew Satterwhite P.E., General Manager

From: Wayne Parkman, Field Technician

Date: October 31, 2013

Re: Capping wells.

I have noticed during my inspections there are wells out in the district that are not in use. I question representatives about such wells, and I get a lot of different answers. The well may not produce much water, it has a water quality issue, or the pump went out. In these cases I am speaking of the owner of the well has no plan to use the well in the near future. Most of these wells are forgotten about, and not correctly maintained. My fear is that a well like this could become a source of contamination.

I think we need a rule that addresses this issue. If the well owner wants to keep the well, but doesn't plan on using it in the near future it needs to be capped. If the well owner does not plan on ever using the well again the well needs to be plugged or closed. We would also need to set a standard of what we would expect as a cap. A common practice I see in the field is pulling the equipment, and the setting the well head back on top of the casing. I don't think this is a good practice, because of the various holes in a well head. I think the cap needs to be either welded shut with no holes in the cap, or if it has a flange put blind flange with a seal on it, and bolt it shut.

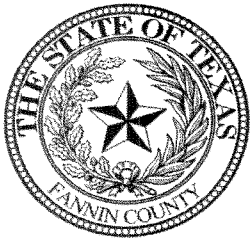
A common reason these wells are not capped or plugged to begin with is there are no funds available in the budget. I propose we start an account to pay a portion of this cost. The Board could set an allowance to pay a percentage of the cost not to exceed a set dollar amount. This practice is in place in some of the older groundwater districts. I just want to be vigilant in trying to protect our groundwater. I would like you bring this issue to the Board's attention for me.

Wayne Parkman
Field Technician

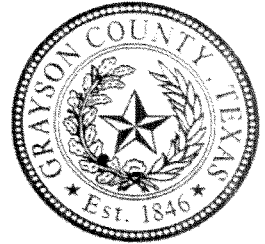


Red River Groundwater Conservation District

ATTACHMENT 14



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 14, 2013

SUBJECT: AGENDA ITEM NO. 14

CONSIDER AND ACT UPON WELL COMPLETION FORM

ISSUE

Consider and act upon the implementation of a well completion form as a prerequisite to completion of the well registration process and return of deposit to well drillers.

BACKGROUND

District staff has noted recently several examples of well registration information being incorrectly recorded on the registration forms and website. Production information in particular has been distorted in some cases. These may have been intentional or may be unintentional. In any event, the well production capability needs to be accurately reflected in the well registration information.

OPTIONS/ALTERNATIVES

One method to correct distorted information on well production capability would be to require a well completion report. This would necessitate the well driller identifying the production capability of the installed equipment rather than utilizing other estimated production methods.

CONSIDERATIONS

The addition of this well completion report adds another document to the well registration process. However, the implementation of this process will assure the District receives more accurate information on the production capability on wells, thus enabling the District to better record the well production information throughout the District.


STAFF RECOMMENDATIONS

The staff has prepared a draft form, which they propose to present to the Board of Directors and request their concurrence in the implementation of this component in the well registration process undertaken by the District.

ATTACHMENTS

Well Completion Form

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

RED RIVER GROUNDWATER CONSERVATION DISTRICT

Well Registration Completion Form

Well Information

Owner	Well Registration Confirmation Number
Driller	
Well Name	
Well Address	
Actual Gallons per Minute (GPM)	
Pump and Motor Size	Well Completion Date
Final Latitude	Final Longitude

Instructions

GPM: The GPM on this form must be the established after the permanent pump and motor are installed in the well. Test pumps and motors are prohibited.

Pump and Motor Size: Must be the permanent pump and motor.

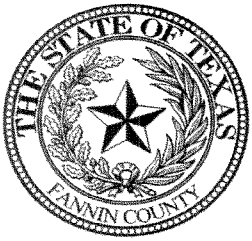
Well Driller Report and Well Completion Form must be submitted to the District within 60 days of the completion of construction. Failure to submit this form with the Well Driller Report will result in a hold being placed on the deposit until the form is submitted.

Signature Drew Satterwhite, P.E., General Manager

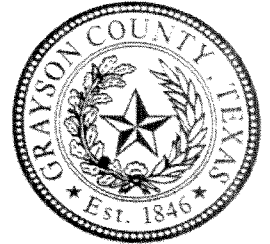
Please submit the Well Driller Report to the District by either fax at (903) 786-8211, email at rrgcd@redrivergcd.org or mail at:

PO Box 1214
Sherman, TX 75091

ATTACHMENT 15



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: NOVEMBER 14, 2013

SUBJECT: AGENDA ITEM NO. 15

GENERAL MANAGER'S REPORT

SUMMARY

The registered well information is attached for your information and use. All wells are drilled in the Woodbine, Trinity or Red River Alluvial aquifers.

ATTACHMENTS

Well Registration Summary

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

Red River Groundwater Conservation District

Well Registration Summary As of November 14, 2013

Well Type	Total Registered November 2013	August 2013	New Registrations
Domestic	111	91	20
Agriculture	25	20	5
Oil/Gas	13	9	4
Surface Impoundments	4	3	1
Commercial	6	6	0
Golf Course	14	10	4
Livestock	13	13	0
Irrigation	1	3	-2
Public Water	261	256	5
Total	448	411	37

ADJOURN