

**NORTH TEXAS  
GROUNDWATER  
CONSERVATION  
DISTRICT**

**PERMIT HEARING, DFC PUBLIC MEETING  
AND BOARD MEETING**

**Pilot Point ISD Administration Office  
829 S. Harrison St.  
Pilot Point, TX 76258**

**TUESDAY  
FEBRUARY 9, 2021  
10:00 AM**

NOTICE OF PUBLIC MEETING

OF THE  
BOARD OF DIRECTORS of the

**NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**  
**Tuesday, February 9, 2021 at 10:00 a.m.**

**Pilot Point ISD Administration Office**  
**829 S. Harrison St.**  
**Pilot Point, TX 76258**

Please note for in-person attendance that the Board meeting location can only accommodate a limited number of attendees in order to comply with state requirements related to in-person gatherings. In the event in-person attendance exceeds any state or local requirements, the District may provide an option for virtual participation for any overflow attendees as necessary and authorized by law.

**Permit Hearing**

The Permit Hearing will begin at 10:00 a.m.

Notice is hereby given that the Board of Directors of the North Texas Groundwater Conservation District ("District") will conduct a permit hearing on the following Production Permit Applications:

**Agenda:**

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.
2. Review the Production Permit Applications and Spacing Exception Request of:

**Request for Exception to Spacing Requirements**

**Applicant:** CoServ Property Holdings, LLC; 7701 S. Stemmons, Corinth, TX 76210

**Location of Well:** West US 380, Krum, TX 76259 (Denton County); Latitude: 33.232667°N, Longitude: 97.284833°W; About one half-mile east on US 380 from the intersection of George Owens Rd and US 380, and about 1400 feet south of US 380 near Westfield Lane.

**Purpose of Use:** Fire Suppression System

**Requested Amount of Use:** 100,000 gallons per year

**Production Capacity of Well:** 175 gallons per minute

**Aquifer:** Trinity (Antlers) Aquifer

**Request for Exception to Spacing Requirements:** CoServ is requesting an exception to the spacing requirements for an existing well located about 675 feet to the east of the proposed well. The spacing requirement for a 175 gallon per minute well is 1,385 feet.

### **New Production Permit Applications**

**Applicant:** CADG Hurricane Creek LLC; 1800 Valley View Ln., #300, Farmer Branch, TX 75234

**Location of Well:** Hurricane Creek South Development, Anna, TX; South shore of Collin Co. SWCD Pond #45; Latitude: 33.351506°N, Longitude: 96.598092°W; About 2,000 feet west on FM 455 from the intersection of FM 455 and County Road 368 and about 2,175 feet north of FM 455.

**Purpose of Use:** Landscape Irrigation and Pond(s)/Surface Impoundment(s)

**Requested Amount of Use:** 28,122,455 gallons for 2021, 42,180,182 gallons for 2022, and 35,692,000 gallons per year after 2022

**Production Capacity of Well:** 180 gallons per minute

**Aquifer:** Trinity (Paluxy) Aquifer

### **Permit Amendment Applications**

**Applicant:** City of Krum, 410 N. First Street, Krum, TX 76249

**Location of Well:** 4910 Masch Branch RD, Krum, TX 76249; Latitude: 33.257833°N, Longitude: 97.208028°W; About 125 feet west of Masch Branch Road and 900 feet south of the intersection of Masch Branch Road and FM 1173

**Purpose of Use:** Public Water Supply

**Requested Amount of Use:** 35,011,000 gallons per year

**Production Capacity of Well:** 425 gallons per minute (Increased from 200 gallons per minute); request to increase production capacity only

**Aquifer:** Trinity (Antlers) Aquifer

**Applicant:** City of Gainesville; 200 S Rusk, Gainesville, TX 76240

**Location of Well:** 1511 Rice Ave. Gainesville, TX 76240; Latitude: 33.6083°N, Longitude: 97.13961°W; About 225 feet west of the Rice Ave and Anthony Street

**Purpose of Use:** Public Water Supply

**Historic Use Permit Amount:** 672,191,000 gallons per year

**Production Capacity of Well:** 650 gallons per minute (Increased from 500 gallons per minute); request to increase production capacity only

**Aquifer:** Trinity (Antlers) Aquifer

3. Public Comment on the Request/Applications (verbal comments limited to three (3) minutes each).
4. Consider and act upon the Spacing Exception Request, Production Permit Applications, and Permit Amendment Applications, including designation of parties and/or granting or denying the Request/Applications in whole or in part, as applicable.
5. Adjourn or continue hearing.

### **Public Meeting on Proposed Desired Future Conditions**

The Public Meeting will begin upon adjournment of the above noticed Permit Hearing.

Notice is hereby given that the Board of Directors of the North Texas Groundwater Conservation District ("District") will hold a public meeting, accept public comment, and may discuss and consider the Desired Future Conditions proposed for adoption.

#### **Agenda**

1. Call to Order; establish quorum; declare meeting open to the public; introduction of Board.
2. Review of Desired Future Conditions applicable to the District.
3. Public Comment on District's proposed Desired Future Conditions (verbal comments limited to three (3) minutes each).
4. Consider and act upon moving forward with the proposed Desired Future Conditions applicable to the District, including preparing the summary report and coordinating with Groundwater Management Area 8 as required by the Chapter 36 of the Texas Water Code.

### **Board Meeting**

The regular Board Meeting will begin upon adjournment of the above noticed Public Hearing.

Notice is hereby given that the Board of Directors of the North Texas Groundwater Conservation District ("District") may discuss, consider, and take all necessary action, including expenditure of funds, regarding each of the agenda items below:

#### **Agenda:**

1. Pledge of Allegiance and Invocation.
2. Call to order, establish quorum; declare meeting open to the public.
3. Public comment.
4. Consider and act upon approval of the minutes from the January 12, 2021, Board meeting.
5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2021-02-09-01.
6. Receive reports from the following Committees\*:
  - a. Budget and Finance Committee
    - 1) Receive Monthly Financial Information
  - b. Management Plan Committee
    - 1) Receive Quarterly Report
7. Discussion and possible action on District's Drought Contingency Plan.

8. Discussion and possible action on authorizing the execution of a Master Technical Services Agreement with INTERA for continued maintenance and development of the District's database.
9. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs).
10. Consider and act upon compliance and enforcement activities for violations of District rules.
  - a. Madewell
11. General Manager's Report: The General Manager will update the board on operational, educational and other activities of the District.
  - a. District's Disposal/Injection Well Program
  - b. Well Registration Summary
  - c. Legislative Update
  - d. Update on Texas Water Development Board draft rules and District comments
  - e. Staff's permit review procedures and criteria for consideration of permits
  - f. Conflict of interest requirements
12. Open forum / discussion of new business for future meeting agendas.
13. Adjourn public meeting.

\* Reports from District standing committees will include a briefing by each committee for the Board on the activities of the committee, if any, since the last regular Board meeting.

*The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.*

*These public meetings are available to all persons regardless of disability. If you require special assistance to attend the meeting, please call (855) 426-4433 at least 24 hours in advance of the meeting to coordinate any special physical access arrangements.*

*For questions regarding this notice, please contact Velma Starks at (855) 426-4433, at [ntgcd@northtexasgcd.org](mailto:ntgcd@northtexasgcd.org), or at 5100 Airport Drive, Denison, TX 75020.*

At 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 North Texas 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); deliberation regarding personnel matters (§551.074); deliberation regarding security devices (§551.076); and deliberation regarding cybersecurity (§551.089). Any subject discussed in executive session may be subject to action.

ATTACHMENT 4

**MINUTES OF THE BOARD OF DIRECTORS' BOARD MEETING AND PUBLIC HEARING  
NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

**IN-PERSON MEETING LOCATION:**

Pilot Point ISD Administration Office  
829 S. Harrison St.  
Pilot Point, TX 76258

**REMOTE ACCESS ALSO AVAILABLE AT:**

Join by computer, tablet or smartphone at the following link:  
<https://global.gotomeeting.com/join/879603773>

**or**

Join by phone 408-650-3123 with access code: 879-603-773

**Tuesday, January 12, 2021 – 10:00 a.m.**

Notice is hereby given that, in accordance with Governor Abbott's March 16, 2020, action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of the Board of Directors of the North Texas Groundwater Conservation District ("District") will hold public hearings and a Board meeting in-person and via telephone and video conference call beginning at 10:00 a.m. on Tuesday, January 12, 2021. Please note for in-person attendance that the Board meeting location can only accommodate a limited number of attendees in order to comply with the Governor's proclamation related to in-person gatherings, and that remote access may be required in the event the capacity limitations are reached. Public comment can be provided whether participating in-person or remotely.

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Members Present: Thomas Smith, Ronny Young, Allen Knight, Lee K. Allison, Ron Sellman, and Joe Helmberger

Members Absent: David Flusche

Staff: Drew Satterwhite, Paul Sigle, Allen Burks, Nichole Sims, Debi Atkins, Wayne Parkman, and Velma Starks

Visitors: Kristen Fancher, Legal Counsel  
Michelle Carte  
Peter Schulmeyer  
Jacob Dunkin  
Jason Flynt  
James Beach  
Dan Schulman  
Scott Kristen  
Mark Harkness

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## Permit Hearing

### Agenda:

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.

President Thomas Smith called the permit hearing to order at 10:05 a.m.

2. Review the Production Permit Applications of:

### New Production Permits

1. **Applicant:** Denton Independent School District; 1307 N. Locust, Denton, TX 76201

**Location of Well:** FM 1385 and Fishtrap Road, Prosper, TX 76227; Latitude: 33.235611°N, Longitude: 96.891250°W; About 300 feet south on FM 1385 from the intersection of Union Park Blvd and FM 1385, and about 1150 feet east of FM 1385.

**Purpose of Use:** Landscape Irrigation

**Requested Amount of Use:** 17,340,000 gallons per year for 2021 and 6,700,000 gallons per year after 2021

**Production Capacity of Well:** 195 gallons per minute

**Aquifer:** Trinity (Paluxy) Aquifer

General Manager Drew Satterwhite reviewed the application with the Board

2. **Applicant:** Independence Water No. 2, LP; 3000 Turtle Creek Blvd, Dallas, TX 752019

**Location of Well:** Eagle Ct., Melissa, TX 75454; Latitude: 33.2967447°N, Longitude: 96.5534671°W; About 650 feet north on Liberty Way from the intersection of Liberty Way and Patton Drive, and about 1500 feet east of Liberty Way

**Purpose of Use:** Landscape Irrigation and Pond(s)/Surface Impoundment(s)

**Requested Amount of Use:** 20,080,000 gallons per year through 2022 and 15,480,000 gallons per year after 2022

**Production Capacity of Well:** 180 gallons per minute

**Aquifer:** Woodbine Aquifer

General Manager Drew Satterwhite reviewed the application with the Board

3. **Applicant:** Responsive Education Solutions; 1301 Waters Ridge Dr., Lewisville TX 75057

**Location of Well:** 4300 E. First St., Prosper, TX 75078; Latitude: 33.235139°N, Longitude: 96.734389°W; About 500 feet south on N. Custer Rd from the intersection of N 1<sup>st</sup> St. and N. Custer Rd, and about 500 feet west of N. Custer Rd.

**Purpose of Use:** Landscape Irrigation and Pond(s)/Surface Impoundment(s)

**Requested Amount of Use:** 9,360,000 gallons per year for 2021 and 5,190,000 gallons per year after 2021

**Production Capacity of Well:** 175 gallons per minute

**Aquifer:** Woodbine Aquifer

General Manager Drew Satterwhite reviewed the application with the Board



**Permit Amendments**

**4. Applicant:** City of Krum, 410 N. First Street, Krum, TX 76249

**Location of Well:** 4910 Masch Branch RD, Krum, TX 76249; Latitude: 33.257833°N, Longitude: 97.208028°W; About 125 feet west of Masch Branch Road and 900 feet south of the intersection of Masch Branch Road and FM 1173

**Purpose of Use:** Public Water Supply

**Requested Amount of Use:** 35,011,000 gallons per year

**Production Capacity of Well:** 300 gallons per minute (Increased from 200 gallons per minute)

**Aquifer:** Trinity (Antlers) Aquifer

General Manager Drew Satterwhite reviewed the application.

3. Public Comment on the Production Permit Applications.

There were no public comments

4. Consider and act upon the Production Permit Applications, including designation of parties and/or granting or denying the Production Permit Applications in whole or in part, as applicable.

Board Member Joe Helmberger made the motion to grant the Production Permits as presented excluding the Permit Amendment as requested by Ronny Young. Board Member Ron Sellman seconded the motion. Motion passed with 5 aye and 1 nay by Ronny Young.

Board Member Ron Sellman made the motion to grant the Permit Amendment as presented. Board Member Joe Helmberger seconded the motion. Motion passed unanimously.

5. Adjourn or continue permit hearing.

President Thomas Smith adjourned the permit hearing at 10:19 a.m.

**Board Meeting**

1. Pledge of Allegiance and Invocation

Board Member Joe Helmberger led the Pledge of Allegiance and provided the invocation.

2. Call to order, establish quorum; declare meeting open to the public

Board President Thomas Smith called the meeting to order 10:19 a.m., established a quorum was present, and declared the meeting open to the public.

3. Public Comment

There were no public comments.

4. Consider and act upon approval of the minutes from the November 10, 2020, Board meeting.

Board President Thomas Smith asked for approval of the minutes from the November 10, 2020 meeting. Board Member Allen Knight made the motion to approve the minutes. Board Member Lee Allison seconded the motion. Motion passed unanimously.

5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2020-01-12-01.

General Manager Drew Satterwhite reviewed the liabilities with the Board. Board Member Joe Helmberger made the motion to approve Resolution No. 2020-01-12-01. Board Member Allen Knight seconded the motion. Motion passed unanimously.

6. Review and act upon approval of Investment Policy.

General Manager Drew Satterwhite provided background information for the Board. The Investment Policy is to be reviewed annually. During this last legislative session, nothing changed in regards to the PFIA act that would necessitate any amendments to our current policy. However, after consultation with a certified Financial Advisor the staff is recommending some minor redlined cleanup type changes. The Board also needs to approve broker/dealers PFIA training sources which are listed in the memo on an annual basis. Board Member Allen Knight made the motion to approve the Investment Policy with corrections to page 7 to be made and corrected policy to be emailed to Board. Board Member Lee Allison seconded the motion. Motion passed unanimously.

7. Receive reports from the following Committees\*:

- a. Budget and Finance Committee
  - 1) Receive Monthly Financial Information

General Manager Drew Satterwhite reviewed the Financial Report.

- b. Investment Committee
  - 1) Receive Quarterly Investment Report

General Manager Drew Satterwhite reviewed the investment report.

8. Consider and act upon confirming execution of Engagement Letter from Audit Services for Fiscal year ending December 31, 2020.

General Manager Drew Satterwhite provided background information for the Board. In 2018, the Board instructed the staff to solicit proposals for audit services for a period up to five (5) years. McClanahan and Hollmes, LLP was selected by the Board at the September 11, 2018 meeting. The fees for the 2020 audit services will not exceed \$5,650 which is within the 3% increase limit imposed by their original proposal. Board Member Joe Helmberger made the motion to confirm the execution of the Engagement Letter with McClanahan and Holmes, LLP. Board Member Allen Knight seconded the motion. Motion passed unanimously.

9. Discussion and possible action on the requirement of the City of Highland Village's need to submit a Hydrogeological Report.

General Manager Drew Satterwhite provided background information. Discussion was held. Board Member Allen Knight made the motion that the hydrogeological report was required. Board Member Joe Helmberger seconded. Motion passed unanimously.

10. Update and possible action on E-Merchant services.

General Manager Drew Satterwhite provided background information for the Board. The new database by switching our accounting/billing software to QuickBooks would allow payment by credit card. The staff ran into issues setting this E-Merchant service up as Quickbooks would not approve our tax-exemption status without an IRS letter. Subsequently, we looked at other options through QuickBooks and settled on using Chase Bank through webpay.com. Board Member Joe Helmberger made the motion to authorize the use of Chase Bank for E-Merchant services. Board Member Ron Sellman seconded the motion. Motion passed unanimously.

11. Consider and act upon purchasing Acoustic Water Level Measuring Device.

General Manger Drew Satterwhite provided background information. The District monitors water levels on an annual basis for wells across Grayson and Fannin Counties. The District has tested 3 different devices in an effort to find a reliable way to measure water levels that would not require us to place any equipment "down hole" or inside the well. The District staff was pleased with the performance of the Eno Scientific Well Watch 700 and believes it will open up our ability to recruit more wells into the system as it is a low-risk way to get water level data. The cost of this unit is \$2,301, which the staff would propose to be split with Red River GCD. Discussion was held. Board Member Joe Helmberger made a motion to purchase the Acoustic Water Level Measuring Device. Board Member Ron Sellman seconded the motion. Motion passed unanimously.

12. Consider and discuss an Amicus brief in *Neches and Trinity Valleys GCD vs. Mountain Pure TX*.

This item was tabled at this time to be discussed later in Executive Session.

13. Discussion and possible action on the District's Hydrogeology Firm

a. Statement of Qualifications and selection

General Manager Drew Satterwhite provided background information. James Beach and John Nelson have started own firm Advanced Groundwater Solutions, LLC as of January 4, 2021. Board Member Ron Sellman made the motion to select AGS based upon qualifications. Allen Knight seconded the motion.

b. Proposal and Contract

General Manager Drew Satterwhite provided background information. Board Member Joe Helmberger made the motion to approve the Proposal and Contract. Board member Ron

Sellman seconded the motion. Motion passed unanimously.

14. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs).

General Manager Drew Satterwhite informed the Board that James Beach, WSP is GMA 8's hydrogeology firm. GMA 8 Representatives and General Manager Drew Satterwhite will have a discussion regarding James Beach before the June meeting. The plan is for GMA 8 to meet in June.

NTGCD will have DFC Public Hearing in February.

15. Consider and act upon compliance and enforcement activities for violations of District rules.

a. EnerCorp

General Manager Drew Satterwhite informed the Board that EnerCorp drilled a well without an application. Board Member Allen Knight made a motion to fine EnerCorp \$500.00. Board Member Lee Allison seconded the motion. Motion passed unanimously.

16. General Manager's Report: The General Manager will update the board on operational, educational and other activities of the District.

a. District's Disposal/Injection Well Program

There was no update.

b. Well Registration Summary

General Manager Drew Satterwhite reported that we have switched to our new database in December. The November report shows 17 registrations. The December report has a new format and shows 31 registrations.

Pursuant to Texas Open Meetings Act, Chapter 551.071, Government Code, Vernon's Texas Codes, Annotated, the Board convened into Executive Session at 11:16 a.m. for discussion concerning attorney-client matters (§551.071) regarding agenda item 12. The Board reconvened into regular session at 11:40 a.m. No action was taken on any items discussed during the Executive Session.

Item 12, the Amicus brief in *Neches and Trinity Valleys GCD vs. Mountain Pure TX.* was discussed. Board Member Joe Helmsberger made the motion to contribute up-to \$2,000 to the Amicus brief. Board Member Allen Knight seconded the motion. Motion passed unanimously.

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

Going forward, the Board would like to have in-person only meetings.

15. Adjourn public meeting

Board President Thomas Smith declared the meeting adjourned at 11:45 a.m.

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Recording Secretary

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Secretary-Treasurer

ATTACHMENT 5

RESOLUTION NO. 2021-02-09-01

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS  
GROUNDWATER CONSERVATION DISTRICT AUTHORIZING PAYMENT OF  
ACCRUED LIABILITIES FOR THE MONTH OF JANUARY

| The following liabilities are hereby presented for payment: | <u>Amount</u>              |
|---|----------------------------|
| <b><u>Administrative Services</u></b>                       |                            |
| GTUA - January 2021   | 35,162.86                  |
| <b><u>Advertisement</u></b>                                 |                            |
| Star Local Media - Public BOD meeting notice                | 416.25                     |
| <b><u>Direct Costs</u></b>                                  |                            |
| NexTraq - February 2021                                     | 39.95                      |
| <b><u>Equipment - Database</u></b>                          |                            |
| Intra   | 4,175.00                   |
| <b><u>Legal</u></b>   |                            |
| Fancher Legal - January 2021                                | 3,630.00                   |
| <b><u>Meetings &amp; Conferences</u></b>                    |                            |
| Pilot Point ISD - BOD Room Rental                           | 75.00                      |
| <b><u>Refunds</u></b>                                       |                            |
| Andrews & Foster Drilling Co. - Driller Deposit Refund      | 100.00                     |
| Michael Gilliam Consultants - Driller Deposit Refund        | 100.00                     |
| Gwen Koskinen - Driller Deposit Refund                      | 100.00                     |
| Montague Drilling - Driller Deposit Refund                  | 100.00                     |
| <b>GRAND TOTAL:</b>   | <b><u>\$ 43,799.06</u></b> |

On motion of \_\_\_\_\_ and seconded by

\_\_\_\_\_

the foregoing Resolution was passed and approved on this, the 9th day of February, 2021 by the

AYE:

NAY:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary/Treasurer



ATTACHMENT 6 A-1



# NORTH TEXAS GROUNDWATER

## Balance Sheet

As of January 31, 2021

### ASSETS

#### Current Assets

##### Checking/Savings

|                                 |              |
|---------------------------------|--------------|
| 10001 Checking Account          | 1,437,089.30 |
| 10005 Cash-Index Account        | 6,752.44     |
| 10008 Cash - Tex Star           | 88,118.45    |
| 10025 Accounts Receivable       | 7,167.19     |
| 10033 A/R Penalties             | 2,000.00     |
| 10035 A/R GMA8 Members          | 1,681.47     |
| 10070 Liens                     | 14,000.00    |
| 10010 INVESTMENT                | 700,000.00   |
| 10026 Allowance for Uncollectib | -27,500.00   |
| 12001 Prepaid Expenses          | 1,688.02     |

**TOTAL ASSETS** 2,230,996.87

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

|                              |           |
|------------------------------|-----------|
| 23100 Accounts Payable       | 38,598.61 |
| 23150 Well Drillers Deposits | 41,151.82 |

**Total Liabilities** 79,750.43

#### Equity

|                         |              |
|-------------------------|--------------|
| 35100 Retained Earnings | 2,188,060.50 |
| Net Income              | -36,814.06   |

**Total Equity** 2,151,246.44

**TOTAL LIABILITIES & EQUITY** 2,230,996.87

**NORTH TEXAS GROUNDWATER**  
**Profit & Loss Budget vs. Actual**  
 January 31, 2021

|                                 | TOTAL                    |                          |                          |                          |                          |
|---------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|                                 | Jan 2021                 | 1 mo.<br>Budget          | YTD Actual               | Total Budget             | % of Budget<br>remaining |
| <b>Ordinary Income/Expense</b>  |                          |                          |                          |                          |                          |
| <b>Income</b>                   |                          |                          |                          |                          |                          |
| 46003 - Registration Fees       | 2,600.00                 | 1,750.00                 | 2,600.00                 | 21,000.00                | 87.62%                   |
| 46004 - Well Driller Fees       |                          | 0.00                     |                          | 0.00                     | 0.0%                     |
| 46005 - PRODUCTION FEES         |                          | 0.00                     |                          | 700,000.00               | 100.0%                   |
| 46006 Income GMA8               |                          | 0.00                     |                          | 31,820.00                | 100.0%                   |
| 46007 - Penalties               | 500.00                   | 0.00                     | 500.00                   | 0.00                     | 0.0%                     |
| 46015 Late Fees                 |                          | 0.00                     |                          | 0.00                     | 0.0%                     |
| <b>Total Income</b>             | <u>3,100.00</u>          | <u>1,750.00</u>          | <u>3,100.00</u>          | <u>752,820.00</u>        | <u>99.59%</u>            |
| <b>Gross Profit</b>             | 3,100.00                 | 1,750.00                 | 3,100.00                 | 752,820.00               | 99.59%                   |
| <b>Expense</b>                  |                          |                          |                          |                          |                          |
| <b>77010 ADMINISTRATIVE</b>     |                          |                          |                          |                          |                          |
| 77013 Admin-Secretarial         | 2,112.00                 | 1,833.34                 | 2,112.00                 | 22,000.00                | 90.4%                    |
| 77014 Admin-Project Coordinator | 2,058.75                 | 1,666.67                 | 2,058.75                 | 20,000.00                | 89.71%                   |
| 77015 Admin-GM                  | 5,290.00                 | 5,416.67                 | 5,290.00                 | 65,000.00                | 91.86%                   |
| 77016 Admin-Clerical            | 4,607.00                 | 3,500.00                 | 4,607.00                 | 42,000.00                | 89.03%                   |
| 77040 ADMIN-MILEAGE             | 2.66                     | 250.00                   | 2.66                     | 3,000.00                 | 99.91%                   |
| 77025 ACCOUNTING                | 2,708.00                 | 2,708.34                 | 2,708.00                 | 32,500.00                | 91.67%                   |
| 77027 AUDITING                  | 0.00                     | 0.00                     | 0.00                     | 5,665.00                 | 0.0%                     |
| 77030 ADVERTISING               | 416.25                   | 167.00                   | 416.25                   | 2,000.00                 | 79.19%                   |
| 77050 BANKING FEES              | 0.00                     | 0.00                     | 0.00                     | 100.00                   | 0.0%                     |
| 77150 CONSULTING-HYDROGEO SVC   | 0.00                     | 3,750.00                 | 0.00                     | 45,000.00                | 100.0%                   |
| 77325 DIRECT COSTS-REIMB        | 535.91                   | 583.00                   | 535.91                   | 7,000.00                 | 92.34%                   |
| 77450 DUES & SUBSCRIPTION       | 0.00                     | 250.00                   | 0.00                     | 3,000.00                 | 100.0%                   |
| 77480 EQUIPMENT                 | 0.00                     | 0.00                     | 0.00                     | 2,000.00                 | 100.0%                   |
| 77485 Equipment Database        | 0.00                     | 1,250.00                 | 0.00                     | 15,000.00                | 100.0%                   |
| 77500 FEES-GMA8                 | 197.60                   | 2,917.00                 | 197.60                   | 35,000.00                | 99.44%                   |
| 77550 FIELD TECH                | 10,373.00                | 10,417.00                | 10,373.00                | 125,000.00               | 91.7%                    |
| 77560 Field Permitting/Geologis | 5,304.00                 | 5,833.00                 | 5,304.00                 | 70,000.00                | 92.42%                   |
| 77650 FUEL/MAINTENANCE          | 279.82                   | 292.00                   | 279.82                   | 3,500.00                 | 92.01%                   |
| 77800 INJECTION WELL MONITORING | 0.00                     | 0.00                     | 0.00                     | 700.00                   | 100.0%                   |
| 77810 INSURANCE & BONDING       | 590.00                   | 600.00                   | 590.00                   | 7,205.00                 | 91.81%                   |
| <b>77970 LEGAL</b>              |                          |                          |                          |                          |                          |
| 77975 Legal-Injection           | 0.00                     | 833.00                   |                          | 10,000.00                | 100.0%                   |
| 77980 Legal-Legislation         | 0.00                     | 1,250.00                 |                          | 15,000.00                | 100.0%                   |
| 77970 LEGAL - Other             | 3,630.00                 | 3,750.00                 | 3,630.00                 | 45,000.00                | 91.93%                   |
| 78010 MEETINGS & CONFERENCES    | 75.00                    | 667.00                   | 75.00                    | 8,000.00                 | 99.06%                   |
| 78310 Rent                      | 200.00                   | 200.00                   | 200.00                   | 2,400.00                 | 91.67%                   |
| 78600-SOFTWARE MAINT            | 1,073.34                 | 83.00                    | 1,073.34                 | 1,000.00                 | -7.33%                   |
| 78610 TELEPHONE                 | 460.73                   | 250.00                   | 460.73                   | 3,000.00                 | 84.64%                   |
| 78780 Well Monitoring/Testing   | 0.00                     | 375.00                   |                          | 4,500.00                 | 100.0%                   |
| <b>Total Expense</b>            | <u>39,914.06</u>         | <u>48,842.02</u>         | <u>39,914.06</u>         | <u>594,570.00</u>        | <u>93.29%</u>            |
| <b>Other Income/Expense</b>     |                          |                          |                          |                          |                          |
| <b>Other Income</b>             |                          |                          |                          |                          |                          |
| 46100 INTEREST INC              |                          | 417.00                   |                          | 5,000.00                 |                          |
| <b>Total Other Income</b>       | <u>0.00</u>              | <u>417.00</u>            | <u>0.00</u>              | <u>5,000.00</u>          |                          |
| <b>Net Other Income</b>         | <u>0.00</u>              | <u>417.00</u>            | <u>0.00</u>              | <u>5,000.00</u>          |                          |
| <b>Net Income</b>               | <u><u>-36,814.06</u></u> | <u><u>-46,675.02</u></u> | <u><u>-36,814.06</u></u> | <u><u>163,250.00</u></u> |                          |

ATTACHMENT 6 B-1



**COLLIN COUNTY - COOKE COUNTY - DENTON COUNTY**

**General Manager’s Quarterly Report**

**Date: December 31, 2020**

**North Texas GCD Management Plan**

This quarterly briefing is being provided pursuant to the adopted Management Plan for the quarter ending December 31, 2020.

**Well Registration Program:**

Current number of wells registered in the District: 2,623

Aquifers in which the wells have been completed: Trinity and Woodbine

**Well Inspection/Audit Program:**

**2020  
Well Inspections**

| Month        | Collin    | Cooke      | Denton     | Total      |
|--------------|-----------|------------|------------|------------|
| January      | 9         | 5          | 15         | <b>29</b>  |
| February     | 7         | 26         | 17         | <b>50</b>  |
| March        | 17        | 1          | 3          | <b>21</b>  |
| April        | 0         | 38         | 8          | 46         |
| May          | 1         | 6          | 8          | 15         |
| June         | 4         | 6          | 12         | 22         |
| July         | 3         | 1          | 15         | 19         |
| August       | 8         | 1          | 19         | 28         |
| September    | 2         | 10         | 7          | 19         |
| October      | 3         | 4          | 15         | 22         |
| November     | 1         | 7          | 9          | 17         |
| December     | 3         | 28         | 49         | 80         |
| <b>Total</b> | <b>58</b> | <b>133</b> | <b>177</b> | <b>368</b> |



ATTACHMENT 7



## AGENDA COMMUNICATION

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**DATE:** February 3, 2021

**SUBJECT:** AGENDA ITEM NO. 7

### DISCUSSION AND POSSIBLE ACTION ON DISTRICT'S DROUGHT CONTINGENCY PLAN

#### ISSUE

The District needs to adopt a Drought Contingency Plan.

#### BACKGROUND

Section 6.2 of the District's Rules call for the District to adopt a Drought Contingency Plan. This proposed plan is consistent with the District rules and uses/references the Texas Water Development Board's publishing of the U.S. Drought Monitor. The plan lays out the process for how the District's Board would declare drought and ultimately notify permit holders.

#### CONSIDERATIONS

The proposed plan provides the District's Board with flexibility to implement a drought stage on a county-by-county basis. The plan also provides flexibility for the Board to use sound judgement when weighing whether a drought might be long or short term.

If the District were to declare a drought, permittees are then allowed a 15% increase in their permitted volumes for that year.

The plan's recommended water reduction goals are all voluntary.

#### STAFF RECOMMENDATIONS

The staff recommends the Board provide input on this plan and adopt with any changes as you see fit.

#### ATTACHMENTS

Proposed Drought Contingency Plan.

#### **PREPARED AND SUBMITTED BY:**

---

Drew Satterwhite, P.E., General Manager



**NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

P.O. Box 508, Gainesville, TX 76241

5100 Airport Drive, Denison, TX 75020

Office: 1 (855) 426-4433 | Fax: (903) 786-8211

[ntgcd@northtexasgcd.org](mailto:ntgcd@northtexasgcd.org) | [www.northtexasgcd.org](http://www.northtexasgcd.org)

**Drought Contingency Plan**

Adopted \_\_\_\_\_

***I. Purpose***

The North Texas Groundwater Conservation District (the District) adopts this Drought Contingency Plan (“plan”) for the purpose to conserve, preserve, protect, and recharge the groundwater resources of Cooke, Collin and Denton Counties, and to prevent waste and degradation of quality of those groundwater resources. The Board of Directors adopts this plan in order to implement Sections 36.113 and 36.1131 of the Texas Water Code, and Sections 3.10(a), 3.16(b), and 6.2 of the District’s Rules.

***II. Applicability***

Provisions of this plan shall apply to all registered wells and all persons or organizations, public or private, owning or operating wells within Cooke, Collin or Denton Counties, regardless of purpose of use, size, capacity, date drilled, ownership, or the exemption status of a well.

***III. Enforcement***

This Drought Contingency Plan will rely primarily on voluntary compliance. The District encourages the voluntary reduction measures outlined in this plan to achieve a desired level of conservation and reduced impact to the aquifers. However, this section does not exclude the District from exercising authority of its Enforcement Policy and Civil Penalty Schedule in the District’s Rules regarding wasteful use of water.

***IV. Public Water Supply Entities***

The District recognizes that Public Water Supply Entities develop and utilize drought contingency plans that accomplish the intent of this Drought Contingency Plan. The District will support and provide assistance when requested from a Public Water Supply Entity, using groundwater, to implement their plans and use their discretion as to how much desired reduction is to be accomplished during a drought. The District asks to be notified by each Public Water Supply Entity in the event that a drought stage has been triggered or canceled.

## V. *Initiation and Determination of Drought Stages*

The various drought stages will be initiated and terminated by the District’s Board of Directors (the Board), utilizing the Texas Water Development Board’s (TWDB) publication of the U.S. Drought Monitor. Each drought stage will last a minimum of 30 days and renew automatically unless changed by Board action.

The drought stages will be implemented and terminated by resolution of the Board of Directors and will be implemented on a county-by-county basis.

Public notification of the initiation or termination of drought stages shall be by means of any of the following: notification on the District’s website, in a newspaper(s) of general circulation, radio announcement, mail, fax, or email to owners/operators of permitted wells. The District’s website will display the most current drought stage.

The TWDB’s publication of the U.S. Drought Monitor can be found [here](#).

The weekly map is based on measurements of climatic, hydrologic and soil conditions, as well as reported impacts and observations from more than 350 contributors around the country. Eleven climatologists from the partner organizations take turns serving as the lead author producing the map each week. The authors examine all the data and use their best judgment to reconcile any variances in what different sources report. The U.S. Drought Monitor is a composite index that includes many indicators. The drought stages of this plan will coincide with the various stages of drought which are as follows:

| Category  | Description         | Ranges                               |                                       |                                      |  |  |
|-----------|---------------------|--------------------------------------|---------------------------------------|--------------------------------------|--|--|
|           |                     | Palmer Drought Severity Index (PDSI) | CPC Soil Moisture Model (Percentiles) | USGS Weekly Streamflow (Percentiles) | Standardized Precipitation Index (SPI) | Objective Drought Indicator Blends (Percentiles) |
| <b>D0</b> | Abnormally Dry      | -1.0 to -1.9                         | 21 to 30                              | 21 to 30                             | -0.5 to -0.7                           | 21 to 30   |
| <b>D1</b> | Moderate Drought    | -2.0 to -2.9                         | 11 to 20                              | 11 to 20                             | -0.8 to -1.2                           | 11 to 20   |
| <b>D2</b> | Severe Drought      | -3.0 to -3.9                         | 6 to 10                               | 6 to 10                              | -1.3 to -1.5                           | 6 to 10  |
| <b>D3</b> | Extreme Drought     | -4.0 to -4.9                         | 3 to 5                                | 3 to 5                               | -1.6 to -1.9                           | 3 to 5   |
| <b>D4</b> | Exceptional Drought | -5.0 or less                         | 0 to 2                                | 0 to 2                               | -2.0 or less                           | 0 to 2   |

## VI. *Drought Stages*

### *Stage 1 - Moderate Drought*

*Voluntary Water Reduction Goal - 5%.* Encourage water conservation methods through public awareness of methods to reduce overall usage by 5% through the following practices:

- Re-use and re-circulate water whenever possible.



- Check for and repair all leaks.
- Outdoor lawn and landscape watering should be done during times of low evaporation loss and use timers or smart irrigation controllers to avoid overwatering and waste.
- Washing vehicles at a car wash usually uses less water than washing at home.
- Washing sidewalks, driveways, parking areas, streets, tennis courts, or any outdoor surfaces could be considered waste.
- Other water conservation practices.

### ***Stage 2 - Severe Drought***

*Voluntary Water Reduction Goal - 10%.* Continue to encourage the water conservation methods with a goal to reduce overall usage by 10% through the following practices:

- Re-use and re-circulate water whenever possible.
- Check for and repair all leaks.
- Outdoor lawn and landscape watering should be done between the hours of 8:00 PM to 10:00 AM.
- Limit watering of lawns and landscapes to once every 5 to 7 days.
- Wash vehicles only at a car wash when needed.
- Keep decorative fountains, landscape ponds, and swimming pools covered whenever possible to reduce evaporation.
- Do not use water to wash sidewalks, driveways, parking areas, streets, tennis courts, or any outdoor surfaces except for human or animal health and safety reasons, or fire hazard prevention.
- Providing groundwater to ponds, tanks, lakes, reservoirs, swimming pools, or other surface impoundments for holding water that have a total capacity of more than 100,000 gallons is discouraged.
- Water livestock in leak-proof troughs (livestock tanks) when practical.

### ***Stage 3 - Extreme Drought***

*Voluntary Water Reduction Goal - 20%.* Continue to encourage the practice of water conservation methods and reduce overall usage by 20% through the following practices:

- Re-use and re-circulate water whenever possible.
- Check for and repair all leaks.
- Outdoor lawn and landscape watering should be done between the hours of 8:00 PM to 8:00 AM.
- Limit watering of lawns and landscapes to once every 5 to 7 days.
- Wash vehicles only at a car wash when needed.

- Keep decorative fountains, landscape ponds, and swimming pools covered whenever possible to reduce evaporation.
- Do not use water to wash sidewalks, driveways, parking areas, streets, tennis courts, or any outdoor surfaces except for human or animal health and safety reasons, or fire hazard prevention.
- Providing groundwater to ponds, tanks, lakes, reservoirs, swimming pools, or other surface impoundments for holding water that have a total capacity of more than 100,000 gallons is discouraged.
- Water for dust control is discouraged.
- Watering livestock in leak-proof troughs is recommended.

#### ***Stage 4 - Exceptional Drought***

*Voluntary Water Reduction Goal - 30%.* Continue to encourage the practice of water conservation methods and reduce overall usage by 30%:

- Re-use and re-circulate water whenever possible.
- Check for and repair all leaks.
- Limit watering of lawns and landscapes to once every 14 days.
- No vehicle washing
- Do not use water to wash sidewalks, driveways, parking areas, streets, tennis courts, or any outdoor surfaces except when required for human or animal health and safety reasons, or fire hazard prevention.
- Providing groundwater to ponds, tanks, lakes, reservoirs, swimming pools, or other surface impoundments for holding water regardless of capacity is prohibited.
- Water for dust control only when required by law.
- Watering livestock in leak-proof troughs is highly recommended.

ATTACHMENT 8

DATE: February 4, 2021

SUBJECT: AGENDA ITEM NO. 8

**DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE EXECUTION OF A MASTER TECHNICAL SERVICES AGREEMENT WITH INTERA FOR CONTINUED MAINTENANCE AND DEVELOPMENT OF THE DISTRICT'S DATABASE.**

**ISSUE**

The construction on the database is now complete and we are now in need of a Master Technical Services Agreement with INTERA for continued maintenance and development of the District's database.

**BACKGROUND**

In 2017, the District entered into contract with INTERA to construct a new database for the District. This was a joint venture with the Red River GCD which enabled a 50/50 cost share on the initial build as well as continual maintenance and hosting costs.

The database, DripDrop, was rolled out to the public in late 2020. Now that the database build is complete, we need to enter into a service contract to continue to maintain and make improvements to the system.

**CONSIDERATIONS**

The contract would cover maintenance items such as updating CAD layers, maps, etc. The improvements would largely consist of minor revisions to the database to make it easier to navigate as well as more useful for data consumption.

The staff is of the opinion that the new database was needed in part because the old database was not continually improved. This allowed our old database to get so far out of date that it made sense to start over completely. The District, and Red River GCD, have budgeted for improvements and the staff intends to manage these funds prudently by continuously evaluating priority improvements to the system.

The District's legal counsel, Kristen Fancher, has reviewed the proposed agreement.

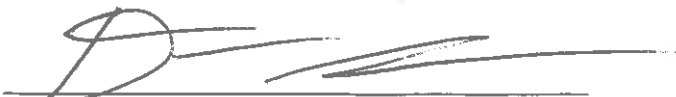
**STAFF RECOMMENDATIONS**

The staff recommends authorizing the execution of the agreement with INTERA to provide technical services on the District's database.

**ATTACHMENTS**

Proposed Master Technical Services Agreement

**PREPARED AND SUBMITTED BY:**

  
Drew Satterwhite, P.E., General Manager

# MASTER TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of 1 January 2021 by **INTERA Incorporated**, ("INTERA") a Texas Corporation, and **Enter Client Name.**, ("Client") **Click to enter a/an + the State Name. Choose an item or enter text.** Individually, INTERA and Client are sometimes referred to as a Party and collectively as Parties.

WHEREAS, Client desires INTERA to furnish certain technical, maintenance, construction, installation and/or related services ("Services") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

WHEREAS, in certain situations, Client also desires INTERA to furnish certain equipment, materials and other goods (collectively "Goods") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

## **ARTICLE 1. SCOPE OF SERVICES**

Client desires INTERA to perform the Services and provide the Goods described in the applicable Work Order(s).

## **ARTICLE 2. TERM**

The term of this Agreement will commence on 1 January 2021 and will continue until 31 December 2024 unless sooner terminated as provided in this Agreement.

## **ARTICLE 3. INVOICING AND PAYMENT**

For performance of the Services, Client will pay INTERA the compensation specified in each Work Order. This compensation will be invoiced to Client at monthly intervals along with reimbursables and will be due and payable within 30 days following the date of the invoice. In the event that part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice according to the payment terms hereunder. If for any reason Client fails to pay INTERA in full within 30 days from the date of an invoice, Client will pay INTERA a late payment charge each month equal to one percent (1%) of any unpaid balance or the highest rate permitted by law, whichever is the lesser. If for any reason Client fails to pay INTERA in full within 60 days from the date of an invoice, INTERA may, at INTERA's sole option, (i) suspend its performance of Services and supply of Goods until all outstanding bills have been paid in full by Client, (ii) terminate this Agreement and any or all Work Orders and/or (iii) engage debt collection services/commence legal proceedings for the collection of unpaid and undisputed invoiced amounts. INTERA shall be entitled to recover, to the extent allowed by law, its costs and expenses, including reasonable attorney's fees, incurred in connection with all actions taken to obtain or enforce payment by Client of Client's obligations under this Agreement. Payment information is included on INTERA's invoice to Client.

## **ARTICLE 4. REPRESENTATIVES**

INTERA will cooperate with the Client and be subject to the direction and control of Client's designated representative. Client will designate a representative who will be the authorized representative of Client regarding this Agreement and Services and will inform INTERA promptly upon discovery of any aspect of the Services or Goods, which does not meet with Client's approval. INTERA will also designate a representative who will be responsible for the execution of the Services and the provision of Goods and will be the authorized representative of INTERA for this Agreement and each Work Order. Each party may designate a different representative for each Work Order or one representative for all Work Orders.

## **ARTICLE 5. RECORDS**

For a period of one year after completion of each Work Order under this Agreement, INTERA will, upon written request of the Client, provide reasonable access to necessary supporting records and documentation.

## **ARTICLE 6. RELATIONSHIP OF THE PARTIES**

6.1. Independent Contractor. INTERA will perform the Services as an independent contractor. INTERA acknowledges and agrees that no employer-employee relationship exists or is intended to be created between INTERA and Client.

6.2. Assumption or Creation of Obligations or Responsibilities. Neither Party will have the right to assume or create obligations or responsibilities of any type in the name of the other Party unless expressly authorized to do so in writing by the Party taking on the obligation.

## **ARTICLE 7. SUBCONTRACTOR AND SUPPLIERS**

INTERA will have the right to retain subcontractors and suppliers to assist INTERA in the performance of the Services and the provision of Goods under each Work Order.

## **ARTICLE 8. CONFIDENTIALITY AND RIGHTS IN DATA**

8.1. Maintenance of Confidentiality. Information disclosed by one Party to the other Party during the performance of a Work Order may include the confidential or proprietary information of the disclosing Party

and that Party's agents, subcontractors or suppliers. In the event such information is expressly identified as proprietary or confidential prior to or at the time of disclosure, the Party receiving such information will keep it in confidence and will not furnish or otherwise disclose it to any third party during or after completion of the applicable Services for a period of three years. Neither Party will be obligated to maintain the confidentiality of any information designated by the other Party as confidential or proprietary if the information:

8.1.1. Was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no prior legal obligation to protect such information;

8.1.2. Is independently developed by the receiving Party without the utilization of the confidential or proprietary information;

8.1.3. Is or becomes public knowledge without the fault of the receiving Party;

8.1.4. Becomes available to the receiving Party from a source other than the disclosing Party where the receiving Party is not under any legal obligation to protect such information; or

8.1.5. The information is disclosed pursuant to a governmental or legal requirement.

8.2. Provision of Information to INTERA. Client will promptly furnish INTERA with all information necessary for INTERA to perform the Services and supply the Goods. INTERA and its Subcontractors will be entitled to rely upon such information and upon information from generally acceptable reputable sources without independent verification in the performance of the Services or supplying of Goods.

8.3. Intellectual Property. INTERA will have the full title and all rights in and to (including the sole right to obtain patents on) any inventions made or conceived as a result of the performance of the Services. INTERA hereby grants to Client a royalty-free, nonexclusive license for Client to make, have made and use any such invention made or conceived as a result of the performance of the Services or supply of the Goods. All computer programs, applications, methods, mechanized design practices, layouts, and systems developed by INTERA during the term of an applicable Work Order or owned by INTERA on the effective date of this Agreement, will remain the exclusive property of INTERA. Except as otherwise provided in this Article 8, all reports, data, drawings, plans, specifications and other items delivered by INTERA (hereinafter referred to as "Reports") to Client under a Work Order will become the property of Client; however, INTERA is entitled to retain a file copy and utilize such Reports and the material in those Reports in the scope of INTERA's work and/or services for itself and others.

8.4. Report Reuse. Reports delivered by INTERA under a Work Order issued under this Agreement are not intended or represented to be suitable for reuse by Client of others for purposes other than those described in that Work Order, nor are they intended to be used by Client in other materials other than in their complete form. Any such reuse without written verification or modification by INTERA will be at Client's sole risk and without liability or legal exposure to INTERA, and Client shall indemnify and hold harmless INTERA from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

## **ARTICLE 9. TERMINATION**

9.1. Client's Right to Terminate. Client may terminate i) one or more Work Orders or ii) this Agreement and All Work Orders upon 30 days prior written notice to INTERA, but such termination will not relieve Client of its obligation to pay INTERA for expenses incurred, Services performed and Goods provided up to the date of termination and all reasonable expenses, which INTERA incurs related to the termination.

9.2. INTERA's Right to Terminate. INTERA may terminate i) one or



## MASTER TECHNICAL SERVICES AGREEMENT

more Work Orders or ii) this Agreement and All Work Orders upon 30 days prior written notice to Client, but such termination will not relieve INTERA of its obligation to provide Client with a copy of all Reports prepared up to the date of termination of the Agreement.

### **ARTICLE 10. INDEMNIFICATION, WARRANTY AND LIMITATION OF LIABILITY**

10.1. INTERA's Indemnification of Client. INTERA will indemnify and hold harmless Client, its officers, employees, and agents (the "Client Indemnified Parties") from losses (including, but not limited to, reasonable attorneys' fees and expenses) of the Client Indemnified Parties to the extent caused by the 1) negligent acts or omissions of INTERA, 2) reckless acts or omissions of INTERA, 3) intentional misconduct of INTERA, 4) material misrepresentations of INTERA, 5) material breaches of contract or warranty by INTERA and 6) infringement of United States patents, copyrights and trademarks by INTERA.

10.2. Client's Indemnification of INTERA. Client will indemnify and hold harmless INTERA, its officers, employees, agents, subcontractors and suppliers (the "INTERA Indemnified Parties") from losses (including, but not limited to reasonable attorneys' fees and expenses) of the INTERA Indemnified Parties to the extent caused by the 1) negligent acts or omissions of Client, 2) reckless acts or omissions of Client, 3) intentional misconduct of Client, 4) material misrepresentations of Client, 5) material breaches of contract or warranty by Client and 6) infringement of United States patents, copyrights and trademarks by Client.

10.3. INTERA's Warranty and Limitation of Liability. INTERA warrants that the Services will be performed, within the limits prescribed by Client, with professional thoroughness and competence. Notwithstanding anything to the contrary herein, INTERA's total cumulative liability for claims of any kind whether based in contract, tort (including negligence and strict liability), under any warranty, indemnification or otherwise, for any loss or damage arising out of or related to this Agreement, any Work Order or the performance of the Services or supply of Goods under this Agreement and any Work Order, will in no case exceed the compensation paid to INTERA by Client for the Services under the applicable Work Order.

### **ARTICLE 11. INSURANCE**

11.1. Insurance Coverage. Prior to commencing with the Services and at all times during the term of a Work Order, INTERA will provide and maintain in full force and effect, insurance of the types and with limits not less than those specified as follows:

11.1.1. Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over employees who are engaged in the Scope of Services, and Employer's Liability insurance of One Million Dollars (\$1,000,000) each accident; disease-each employee; and disease-policy limit.

11.1.2. Commercial General Liability Insurance with a per occurrence limit of One Million Dollars (\$1,000,000). This policy will include Contractual Liability coverage. This insurance will cover bodily injury to or death of persons, and/or loss of or damage to property.

11.1.3. Automobile (owned, non-owned or hired) Insurance with an each accident limit of One Million Dollars (\$1,000,000) for bodily injury and property damage liability.

11.1.4. Professional Errors and Omissions Insurance of One Million Dollars (\$1,000,000) for each occurrence per claim and in the aggregate.

11.2. Insurance Terms and Conditions. All insurance policies provided and maintained by INTERA will be underwritten by insurers which are rated "A VII" or higher by the most current edition of *Best's Key Rating Guide*, and which are authorized to write insurance in the state or states in which the Services are performed or where the Goods are provided.

### **ARTICLE 12. DISPUTE RESOLUTION**

12.1. Negotiation. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement or a Work Order promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within ten days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and response will include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive in negotiations. Within 20 days after

delivery of the initial notice, the executives of both Parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2. Mediation. If the dispute has not been resolved by negotiation as provided above within 30 days after delivery of the initial notice of negotiation, or if the Parties fail to meet within 20 days, the Parties will endeavor to settle the dispute by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement, provided, however, that if one Party fails to participate in the negotiation as provided above, the other Party can initiate mediation prior to the expiration of the 30 days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panel of Distinguished Neutrals.

12.3. Litigation. Any dispute arising out of or relating to this Agreement or a Work Order, including the breach, termination or validity thereof, which has not been resolved by mediation as provided above within 50 days after delivery of the initial notice of negotiation will be finally resolved by litigation.

12.4. The Client agrees to the joinder of any Subcontractor hired by INTERA to any proceeding under this Agreement that involves or may involve a Subcontractor's Services.

### **ARTICLE 13. NOTICES**

Any notice, request, demand or other communication related to this Agreement or Work Order will be in writing and will be considered duly made three calendar days after the date of deposit in the U.S. Mail, by certified mail, return receipt requested, postage prepaid, addressed to the applicable Party at the following address or when delivered, if delivered by hand or transmitted by telecopy to the other Party at the following addresses or facsimile numbers:

If to INTERA:

INTERA Incorporated  
Attn: Patricia Salter, Contracts Manager  
9600 Great Hills Trail, Suite 300W  
Austin, TX 78759  
Telephone: 512.425.2000  
Email: psalter@intera.com

If to Client:

[Click to enter Client Name.](#)  
Attn: [Click to enter Contact Name.](#)  
[Click to enter address 1.](#)  
[Click to enter address 2.](#)  
Telephone: [Click to enter phone #.](#)  
Email: [Click to enter email address.](#)

Either Party may change its address or numbers for receiving notices by giving written notice of the change to the other Party.

### **ARTICLE 14. MISCELLANEOUS**

14.1. Title to Goods. Title to and risk of loss of or damage to Goods will pass to Client upon delivery of the Good to Client.

14.2. Force Majeure. Neither Party will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of and could not have been anticipated by the affected Party, including, but not limited to, acts of God, storms, floods, fire, strikes, boycotts, other labor disputes, riots, thefts, accidents, acts or failures to act by the other Party; and acts or failures to act by any non-Party government or government agency; provided, however, that any obligation to make payment hereunder will not be extended for any reason. Upon the occurrence of a situation as described above, the time for performance by either Party to this Agreement of its obligations will be extended by a period of time equal to the time lost because of such situation; provided, however, that prompt notice of such a situation will be provided to the other Party and reasonable efforts will be used to mitigate the adverse impact of such a situation.

14.3. Responsibility for Taxes. Client will be responsible for and will pay any taxes due to any agency arising out of or under this Agreement or a Work Order or the Services and Goods provided except for those taxes levied upon

**MASTER TECHNICAL SERVICES AGREEMENT**

the net income, gross receipts, real, or personal property of INTERA.

14.4. Assignment. Neither this Agreement and any Work Orders nor any rights or obligations under this Agreement and any Work Orders will be assigned or otherwise transferred by a Party without the prior written consent of the other Party except that INTERA may assign all or a portion of this the Services or Goods under a Work Order to a subcontractor or supplier without the prior written consent of the Client.

14.5. Waiver. The failure of either Party to exercise any right under this Agreement or any Work Order or to take any action permitted will not be deemed a waiver of any right in the event of a subsequent breach of a like or different nature.

14.6. Entire Agreement. The terms and conditions set forth in this Agreement and a signed Work Order are intended by both Parties to constitute the final and complete statement of their agreement with respect to the subject matter of this Agreement and Work Order(s), and all prior proposals, communications, negotiations, agreements, understandings and representations relating to the subject matter of this Agreement and Work Order(s) are hereby superseded. No modification or amendment of this Agreement or Work Order(s) will be effective unless the same is in writing and signed by both Parties.

14.7. Third Party Beneficiaries. Except as expressly provided to the contrary in this Agreement or Work Order(s) this Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

14.8. Law and Venue. This Agreement and Work Order(s) will be governed by and interpreted in accordance with the laws of the State of Texas and exclusive venue shall be in a court of competent jurisdiction in Travis County, Texas.

14.9. Severability. The invalidity or unenforceability of any provision of this Agreement and any Work Order will not affect the validity or enforceability of any other provision of this Agreement or Work Order(s), each of which will remain in full force and effect.

14.10. Captions. The Articles and Section captions in this Agreement are

for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions in the Agreement. Similarly, any captions in a Work Order are also for convenience and reference only, do not constitute part of the Work Order and will not be deemed to limit or otherwise affect any of the provisions in the Work Order.

14.11. Construction. The Parties to this Agreement and any Work Order participated jointly in the negotiation and drafting of this Agreement and any Work Order. Therefore, in the event any ambiguity or question of intent or interpretation arises, this Agreement and any Work Order will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement or any Work Order.

14.12. Counterparts. This Agreement and any Work Order may be executed in the original, by facsimile, by e-mail or by electronic signature in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.13. Professional Materials. INTERA may use these Services and Client's name in its promotional and professional materials. INTERA will not disclose information that is identified by Client as confidential or proprietary according to Article 8.

14.14. Survival. The provisions of Articles 5, 8, 10 and 12 and Sections 14.3, 14.8 and 14.13 of this Agreement will survive the termination or cancellation of this Agreement and the completion of the Scope of Services under any Work Order.

14.15. Priority. To the extent of conflict between the terms of a signed Work Order and the signed Agreement, the terms of the signed Work Order shall govern.

14.16. Attachments. The following attachments are made a part of this Agreement for all purposes:

- Attachment A – Master Rate Schedule
- Attachment B - Work Order Form

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Click to enter Client's name.

**INTERA Incorporated**

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

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

Printed Name: Click to enter signer's name.

Printed Name: Click to enter signer's name.

Printed Title: Click to enter signer's title.

Printed Title: Click to enter signer's title.

Project ID: \_\_\_\_\_

CONFIDENTIAL



# MASTER TECHNICAL SERVICES AGREEMENT

## ATTACHMENT A: MASTER RATE SCHEDULE

### INTERA Labor Hourly Billing Rates

| Labor Category                   | Rate (\$USD/hr) |
|----------------------------------|-----------------|
| Principal Engineer/Scientist I   | 250             |
| Principal Engineer/Scientist II  | 225             |
| Principal Engineer/Scientist III | 210             |
| Senior Engineer/Scientist I      | 195             |
| Senior Engineer/Scientist II     | 180             |
| Senior Engineer Scientist III    | 165             |
| Senior Engineer/Scientist IV     | 150             |
| Engineer/Scientist I             | 140             |
| Engineer/Scientist II            | 130             |
| Engineer/Scientist III           | 120             |
| Engineer/Scientist IV            | 110             |
| Senior Technician                | 115             |
| Technician                       | 72              |
| Engineer/Scientist Intern        | 76              |
| Senior Technical Editor          | 115             |
| Technical Editor                 | 82.5            |
| Senior CAD/Graphics Specialist   | 95              |
| CAD/Graphics Specialist          | 80              |
| Project Associate                | 75              |

There is a 15% mark up on other direct costs such as subcontractors, vendors, travel and equipment. Mileage is reimbursed at the current IRS standard mileage rate. The above rates are subject to annual escalation of no more than 3% per year.

**MASTER TECHNICAL SERVICES AGREEMENT**

**ATTACHMENT B: SAMPLE WORK ORDER FORM**

**CLIENT:** \_\_\_\_\_

**PROJECT or CONTRACT ID:** \_\_\_\_\_

**WORK ORDER NO:** \_\_\_\_\_

**1.0 SCOPE OF SERVICES**

**2.0 TERM**

The term of this Work Order will commence on \_\_\_\_\_ and will continue until \_\_\_\_\_ unless sooner terminated by the Client and as provided in the Master Agreement.

**3.0 DELIVERABLES AND SCHEDULE**

**4.0 FEES/COMPENSATION/REIMBURSABLES**

INTERA shall be compensated for work performed on either a Time and Materials or a Fixed Price basis as selected below:

**TIME AND MATERIALS**

**FIXED PRICE**

**FIXED PRICE OR NOT TO EXCEED AMOUNT:** \_\_\_\_\_

**Inclusive of any applicable taxes?**

YES

NO

**5.0 DESIGNATED REPRESENTATIVES**

**CLIENT:**

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

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**INTERA:**

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

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**6.0 AUTHORIZATION**

The Services and Goods in this Work Order shall be performed in accordance with the terms and conditions set forth in the Master Technical Services Agreement made on \_\_\_\_\_ between the Client and INTERA.

This Work Order is agreed and entered into on \_\_\_\_\_.

**CLIENT**

**INTERA Incorporated**

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

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

MASTER TECHNICAL SERVICES AGREEMENT

WORK ORDER FORM

CLIENT: North Texas GCD and Red River GCD

PROJECT or CONTRACT ID: NTXRR.M002.TECH

WORK ORDER NO: 1

1.0 SCOPE OF SERVICES

INTERA will provide ongoing technical support and maintenance for the District’s data management system. This will include maintenance such as software upgrades and security patches and any requested functionality extensions. For functionality extensions, we will coordinate with the District prior to beginning work to determine the scope required, estimated costs, and whether it is best completed under this work order or a separate work order.

2.0 TERM

The term of this Work Order will commence on 1 January 2021 and will continue until 31 December 2022 unless sooner terminated by the Client and as provided in the Master Agreement.

3.0 DELIVERABLES AND SCHEDULE

As this is a work order for as-needed assistance, deliverables and schedule will be ongoing. INTERA will summarize work activities completed as part of each invoice.

4.0 FEES/COMPENSATION/REIMBURSABLES

INTERA shall be compensated for work performed on either a Time and Materials or a Fixed Price basis as selected below:

TIME AND MATERIALS

FIXED PRICE

FIXED PRICE OR NOT TO EXCEED AMOUNT:

FOR DISTRICT

Inclusive of any applicable taxes?

YES

NO

5.0 DESIGNATED REPRESENTATIVES

CLIENT:

Printed Name: Drew Satterwhite, P.E.  
Phone: (800) 256-0935  
Email: drews@gtua.org

INTERA:

Printed Name: Kevin Smith, PhD  
Phone: 509-946-9898 x 1225  
Email: ksmith@intera.com

6.0 AUTHORIZATION

The Services and Goods in this Work Order shall be performed in accordance with the terms and conditions set forth in the Master Technical Services Agreement made on [Click here to enter a date.](#) between the Client and INTERA.

This Work Order is agreed to and entered into on [Click here to enter a date.](#)

CLIENT

INTERA Incorporated

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

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

ATTACHMENT 11 b.

# NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

## Well Registration Summary

(as of 1/31/2021)

| Well Type                  | Collin     | Cooke      | Denton      | Total NTGCD | New Registrations January 2021 |
|----------------------------|------------|------------|-------------|-------------|--------------------------------|
| Domestic                   | 83         | 499        | 855         | 1437        | 23                             |
| Public Water System        | 31         | 74         | 222         | 327         | 1                              |
| Irrigation                 | 94         | 4          | 182         | 280         | 0                              |
| Surface Impoundment        | 51         | 16         | 110         | 177         | 2                              |
| Livestock                  | 7          | 76         | 60          | 143         | 0                              |
| Oil / Gas                  | 1          | 6          | 68          | 75          | 0                              |
| Agriculture                | 8          | 13         | 40          | 61          | 0                              |
| Commercial                 | 6          | 9          | 38          | 53          | 0                              |
| Golf Course Irrigation     | 15         | 2          | 21          | 38          | 0                              |
| Other                      | 8          | 5          | 17          | 30          | 0                              |
| Industrial / Manufacturing | 7          | 13         | 9           | 29          | 1                              |
| Monitoring                 | 0          | 0          | 0           | 0           | 0                              |
| <b>TOTALS</b>              | <b>311</b> | <b>717</b> | <b>1622</b> | <b>2650</b> | <b>27</b>                      |

**NOTE: Plugged wells have been excluded**