

**NORTH TEXAS
GROUNDWATER
CONSERVATION
DISTRICT**

PERMIT HEARING AND BOARD MEETING

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/963747269>

or

Join by phone 872-240-3311 with access code: 963-747-269

**TUESDAY
NOVEMBER 10, 2020
10:00 AM**

NOTICE OF PUBLIC MEETING

OF THE
BOARD OF DIRECTORS of the

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT
Tuesday, November 10, 2020 at 10:00 a.m.

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/963747269>

Or

Join by phone 872-240-3311 with access code: 963-747-269

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, November 10, 2020. 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.

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 of:

1. Applicant: Hollyhock Residential Association, Inc.; 6401 S Custer Road, McKinney, TX 75070
Location of Well: Hollyhock Road, Frisco, TX 75033; Latitude: 33.2168787°N, Longitude: 96.8722393°W;
On the east side of the road about 800 feet south of the Hollyhock Road and State Highway 380.
Purpose of Use: Landscape Irrigation
Requested Amount of Use: 9,490,800 gallons per year (Historic Use: 19,200 gallons per year)
Production Capacity of Well: 180 gallons per minute
Aquifer: Woodbine Aquifer

2. Applicant: The Grove Frisco Community Association; 4835, LBJ Freeway, Suite 690, Dallas, TX 75244
Location of Well: Latitude: 33.141091°N, Longitude: 96.734342°W; About ¼ of a mile north of the intersection of Collin McKinney Parkway and Custer Road and 300 feet west of Custer Road.
Purpose of Use: Landscape Irrigation and Pond(s)/Surface Impoundment(s)
Requested Amount of Use: 29,220,000 gallons per year
Production Capacity of Well: 250 gallons per minute (Replacement Well)
Aquifer: Trinity (Paluxy) Aquifer

3. Public Comment on the Production Permit Applications (verbal comments limited to three (3) minutes each).
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.
5. Adjourn or continue permit hearing.

Board Meeting

The regular Board 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") 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 October 13, 2020, Board meeting.
5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2020-11-10-01.
6. Receive reports from the following Committees*:
 - a. Budget and Finance Committee
 - 1) Receive Monthly Financial Information

7. Consider and act upon 2021 Administrative Services Contract with Greater Texoma Utility Authority.
8. Discussion and possible action on who will pay transaction fees for the District's online fee payments software.
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.
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
12. Consider and act upon accepting resignation of a District Board Member, Ryan Henderson
13. Consider and act upon Resolution of Appreciation for Ryan Henderson.
14. Open forum / discussion of new business for future meeting agendas.
15. 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, 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/331857229>

or

Join by phone 872-240-3212 with access code: 331-857-229

Tuesday, October 13, 2020 – 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, October 13, 2020. 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.

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

Members Absent: Joe Helmberger, Ryan Henderson, and David Flusche

Staff: Drew Satterwhite, Paul Sigle, Allen Burks, Nichole Sims, Carolyn Bennett, and Velma Starks

Visitors: Jason Flynt, Barco
Kristen Fancher, Legal Counsel
Michelle Carte
James Parkman

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 10:02 a.m.

2. Review the Production Permit Applications of:

New Production Permits

1. Applicant: NP-OV Fort Worth Project CY, LLC; 4825 NW 41st Street, Suite 500, Riverside, MO 64150
Location of Well: 19584 FM 156, Justin, TX 76247; Latitude: 33.0128364°N, Longitude: 97.3475988°W;
About 2.6 miles south on FM 156 from the intersection of FM 156 and Hwy 114 and about one half mile northwest of FM 156.

Purpose of Use: Fire Suppression System

Requested Amount of Use: 100,000 gallons per year

Production Capacity of Well: 170 gallons per minute

Aquifer: Trinity (Antlers) Aquifer

2. Applicant: Trailwood Investments, LP; 218 W. Wall St., Grapevine, TX 76051

Location of Well: A1605A Bruce Wheeler, Tr 6; Latitude: 33.05572222°N, Longitude: 97.213472222°W;
About 0.6 miles west on FM 1171 from the intersection of FM 1171 and Hwy 377 and about one quarter of mile south of FM 1171 in Flower Mound

Purpose of Use: Landscape Irrigation

Requested Amount of Use: 10,443,900 gallons per year for 2021 and 5,633,900 gallons per year after 2021 (This permit has an additional 5,176,100 gallons per year in Historic Use)

Production Capacity of Well: 195 gallons per minute

Aquifer: Trinity (Antlers) Aquifer

Production Permit Amendments

3. Applicant: Hollyhock Residential Association, Inc.; 12700 Hillcrest Road, Suite 234, Dallas, TX 75230

Location of Well: Latitude: 33.2112677°N, Longitude: 96.8675176°W; Northeast corner of Rockhill Parkway and Teel Parkway in Frisco

Purpose of Use: Landscape Irrigation

Requested Amount of Use: 9,900,000 gallons per year

Production Capacity of Well: 210 gallons per minute

Aquifer: Woodbine Aquifer

Amendment: Increasing the production capacity of the well from 150 gallons per minute to 210 gallons per minute. This well replaced an existing well with a production capacity for 150 gallons per minute.

General Manager Drew Satterwhite reviewed the Permit Applications with the Board. A brief discussion was held.

3. Public Comment on the Production Permit Applications.

Jason Flynt, Barco Well Drilling, commented on the Hollyhock well.

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 Ronny Young made the motion to grant the Production Permit as presented.

Board Member Allen Knight seconded the motion. Motion passed unanimously.

5. Adjourn or continue permit hearing.

President Thomas Smith adjourned the permit hearing at 10:15 a.m.

Show Cause Hearing

The Show Cause Hearing will begin upon adjournment of the above noticed Permit Hearing.

Agenda:

1. Call to Order, declare hearing open to the public, and take roll.

President Thomas Smith called the show cause hearing to order at 10:15 a.m.

2. Conduct Show Cause hearing under Rule 11.6 on the following for alleged violations of District Rules. Discuss, consider, receive testimony, and take appropriate action, including without limitation, authorizing the District to initiate a civil lawsuit to enforce compliance with the District Rules, including recovery of civil penalties, costs, and attorney's fees, and all other appropriate legal and equitable relief. Consider assessment of additional civil penalties based on continued non-compliance.

A. Shenandoah Estates Water System

Drew Satterwhite reported that a check was received from Shenandoah Estates and the show cause hearing was unnecessary at this time.

3. Adjourn or continue show cause hearing.

President Thomas Smith adjourned the show cause hearing at 10:16 a.m.

Board Meeting

1. Pledge of Allegiance and Invocation

Board President Thomas Smith led the Pledge of Allegiance and Ronny Young provided the invocation.

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

Board President Thomas Smith called the meeting to order 10:17 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 September 8, 2020, Board meeting.

Board President Thomas Smith asked for approval of the minutes from the September 8, 2020 meeting. Board Member Ron Sellman made the motion to approve the minutes. Board Member Allen Knight seconded the motion. Motion passed unanimously.

5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2020-10-13-01.

General Manager Drew Satterwhite reviewed the liabilities with the Board. Board Member Allen Knight made the motion to approve Resolution No. 2020-10-13-01. Board Member Ronny Young seconded the motion. Motion passed unanimously.

6. Receive reports from the following Committees*:

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

General Manager Drew Satterwhite provided a review of the Financial Report for the Board.

- b. Management Plan Committee
 - 1) Receive Quarterly Report

General Manager Drew Satterwhite provided a review of the Quarterly Report for the Board.

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

GMA 8 meeting will be Oct. 27 at 10 a.m. (virtual meeting). James Beach WSP is working on draft DFC resolution.

8. Consider and act upon amendments to the District's Hydrogeological Report Requirements.

General Manager Drew Satterwhite reviewed the document with the Board for clarification. A discussion was held. Board Member Ronny Young made the motion to adopt the amended Hydrogeological Report Requirements. Board Member Ron Sellman seconded the motion. Motion passed unanimously.

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

- a. Axis Drilling

General Manager Drew Satterwhite reported that Axis Drilling failed to send in the application before drilling. Axis Drilling acknowledged that the well was drilled without a notice to proceed. Axis drilling has always made significant efforts to comply with District rules, but this issue just slipped through the cracks and was self-reported by Axis

Drilling. The Board assessed a Major Violation (\$500 fine). Board Member Ronny Young made the motion to assess the Major Violation in the amount of \$500. . Board Member Allen Knight seconded the motion. Motion passed unanimously

10. 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

General Manager Drew Satterwhite informed the Board that there is no activity at this time.

b. Well Registration Summary

General Manager Drew Satterwhite reviewed the September Well Registration Summary. There were 31 wells registered.

General Manager Drew Satterwhite informed the Board that the Texas A&M Agrilife model of irrigation estimates is ready for us to move into Phase 2.

General Manager Drew Satterwhite informed the Board that in the near future there will be a refresher discussion with the Board on the permitting process.

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

Next meeting will be in person and virtual.

12. Adjourn public meeting

Board President Thomas Smith declared the meeting adjourned at 10:45 a.m.

Recording Secretary

Secretary-Treasurer

ATTACHMENT 5

RESOLUTION NO. 2020-11-10-01

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

The following liabilities are hereby presented for payment:	<u>Amount</u>
<u>Administrative Services</u>	
GTUA - October	33,231.95
<u>Consultant</u>	
WSP - Hydro-Geo Services through September	840.00
<u>Direct Costs</u>	
NexTraq - October	39.95
NexTraq - November	39.95
Vadim Municipal Software - Ebill fees for billing 189 & 190	7.68
<u>GMA-8 Fees</u>	
WSP - Joint groundwater planning effort through September	2,579.00
<u>Insurance</u>	
Bayless-Hall & Blanton - Employee dishonesty bond renewal	330.00
<u>Legal</u>	
Fancher Legal - August General Legal Counsel	4,516.00
<u>Legal-Injection Well Monitoring</u>	
Sledge Law Group LLC - Services through June	655.90
<u>Meetings & Conferences</u>	
Pilot Point ISD - BOD Room Rental	75.00
<u>Software Maintenance</u>	
Aquaveo - Well Database Maintenance for September	500.00
GRAND TOTAL:	<u>\$ 42,815.43</u>

On motion of _____ and seconded by

the foregoing Resolution was passed and approved on this, the 10th day of November, 2020 by

AYE:

NAY:

President

Secretary/Treasurer

ATTACHMENT 6 A-1

NORTH TEXAS GROUNDWATER

Balance Sheet

As of October 31, 2020

ASSETS

Current Assets

Checking/Savings

10001 Checking Account	1,241,082.27
10005 Cash-Index Account	6,743.95
10008 Cash - Tex Star	88,097.95
10025 Accounts Receivable	25,260.93
10033 A/R Penalties	1,500.00
10035 A/R GMA8 Members	3,235.92
10040 Pump Installer Deposit	100.00
10070 Liens	14,000.00
10010 INVESTMENT	700,000.00
10026 Allowance for Uncollectib	-27,500.00
12001 Prepaid Expenses	2,801.02

TOTAL ASSETS 2,055,322.04

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

23100 Accounts Payable	5,345.50
23150 Well Drillers Deposits	35,450.00

Total Liabilities 40,795.50

Equity

35100 Retained Earnings	2,046,484.57
Net Income	-31,958.03

Total Equity 2,014,526.54

TOTAL LIABILITIES & EQUITY 2,055,322.04

ATTACHMENT 7



AGENDA COMMUNICATION

DATE: November 6, 2020

SUBJECT: AGENDA ITEM NO. 7

**CONSIDER AND ACT UPON 2021 ADMINISTRATIVE SERVICES CONTRACT WITH GREATER TEXOMA UTILITY
AUTHORITY**

ISSUE

Renewal of the contract with Greater Texoma Utility Authority ("GTUA") for 2021 Administrative Services.

BACKGROUND

In November 2010, the District and GTUA entered into an agreement for administrative services to be provided by GTUA for the District. The Board of Directors of GTUA has continued to indicate their satisfaction with the outcome of the agreement. This agreement is scheduled to be considered at GTUA's November 16, 2020 Board meeting.

CONSIDERATIONS

This relationship, along with the Board's prudent management of funds, has helped the District operate with some of the lowest production fees in the region.

This agreement is set up for a 5-year term at the request of the North Texas GCD Board of Directors last year. The Board expressed in 2019 that they would prefer a 5-year term as opposed to the 1-year term that has traditionally been in place. The District's Legal Counsel, Kristen Fancher, has reviewed and provided the attached redlines to adapt the contract.

STAFF RECOMMENDATIONS

The staff recommends that the contract between the District and GTUA be approved.

ATTACHMENTS

2021 Administrative Services Contract with GTUA
2021 Budget

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN THE GREATER TEXOMA UTILITY AUTHORITY AND
THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

STATE OF TEXAS	§	STATE OF TEXAS
	§	
GREATER TEXOMA UTILITY AUTHORITY	§	NORTH TEXAS GROUNDWATER
	§	CONSERVATION DISTRICT

This Agreement, made and entered into by and between the Greater Texoma Utility Authority, hereinafter referred to as (“Authority”) and the North Texas Groundwater Conservation District in Collin, Cooke, and Denton Counties, Texas, hereinafter referred to as (“District”).

WITNESSETH:

WHEREAS, the District is experiencing a need for administrative services in order to achieve the objectives provided in its enabling legislation and Chapter 36 of the Texas Water Code; and

WHEREAS, the Authority has staff experienced in water related activities and has provided administrative services to the District since November 2010; and

WHEREAS, the District has determined that it is in the best interest of the District to engage the Authority to assist in providing administrative assistance in establishing the District’s programs and activities; and

WHEREAS, the District has determined that the Scope of Services dated ~~November 12, 2019~~November 10, 2020 from the Authority, is in the best interest of the District and that the Authority is qualified and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of the terms and conditions hereinafter set forth, the parties agree as follows:

1. The Scope of Services. The term "Scope of Services" as used herein refers to the Scope of Services made and submitted by the Authority to the District dated ~~November 12, 2019~~November 10, 2020, as amended, modified, or supplemented herein. (attached hereto and fully incorporated herein as “Exhibit A”)

The ~~Proposal Scope of Services~~ is a general guideline for the commencement of administrative activities and related services. Said ~~Proposal Scope of Services~~ is superseded by specific terms of this Agreement, which may be amended in writing from time to time upon agreement of the Authority and the District.

2. Administrative Services. The Authority shall perform administrative services for the District at the direction of the District Board, and the District Board President to the extent that the Board President’s direction does not conflict with any District or Authority rule, policy, or order of the District or Authority Board. Such directions from the District Board and Board President regarding the performance of administrative services shall supplement any specific services delineated in this Agreement or the attached

Proposal. Administrative services shall include, but not be limited to recording and communication services, database collection and well registration services, as well as assistance in developing personnel policies, operating procedures, refining of temporary rules and developing a management plan. Administrative services shall also include performance of the duties of the "General Manager" as set forth in the District's Temporary District Rules, Bylaws, rules and orders, subject to the directions and orders of the District Board and Board President. The Authority shall not retain outside professional services to be reimbursed by the District without prior authorization from the District. The District Board shall retain ultimate authority in decision-making under the District's Rules.

3. Charges and Payment. Monthly payments shall be made by the District to the Authority for actual costs incurred including, but not limited to hourly wages and benefits of the Authority employees as set forth in the Scope of Services, extra travel costs to and from the District, and other direct costs, including fees for professional services. The Authority shall invoice the District for any such services performed hereunder during the preceding thirty (30) day period, said invoice to be presented by the 25th day of the following month. Said invoice shall be itemized in such a manner that the District may determine the reasonableness of the charges submitted. The District shall pay the full amount of invoices received from the Authority by the tenth day of the month following receipt of any such invoice unless notice of protest or disagreement is given to the Authority within seven (7) business days after receipt of said invoice. Failure of the Authority and the District to agree upon payment of such invoice within thirty (30) days of protest shall be grounds for termination under Paragraph 4 unless the parties can otherwise agree in writing to a schedule of payment.

4. Terms of Agreement. The Term of this Agreement shall be for a five (5) year 12-month period commencing as of the effective date of this Agreement, which shall be the later date that the District or the Authority executes this Agreement. This Agreement may be renewed upon expiration of the 12-month ~~Term~~ of this Agreement by written agreement between the parties. Either the District or the Authority may terminate this agreement for any reason at any time upon ninety (90) days written notice of termination to the other party. Should the Authority or the District elect to terminate this Agreement, the District shall remain responsible for its share of any costs for which it is obligated that remain existing and unpaid as of the effective date of termination.

5. Indemnity. Neither the District nor the Authority shall be liable to the other for loss, either direct or consequential. All such claims for any and all loss, however caused, are hereby waived. Said absence of liability shall exist whether or not the damage, destruction, injury, or loss of life is caused by the negligence of either party or of any of their respective agents, servants, or employees. It is contemplated that each party shall look to its respective insurance carriers for reimbursement of any such loss. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless it is specifically covered therein as an additional insured. Nothing contained in this Agreement is intended by either party to create a partnership or joint venture, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever. It is understood and agreed that by execution of this Agreement, no governmental powers or immunities are waived or surrendered by either the District or the Authority.

6. Independent Contractor. The Authority is, and shall perform this agreement as, an independent

contractor, and as such, shall have and maintain complete control over all of its employees, subcontractors, agents, and operations. Neither the Authority nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, subcontractor, employee, officer or servant of the District. No employee or agent of the District shall be, represent, act, or purport to act or be deemed to be the agent, representative, subcontractor, employee, officer, or servant of the Authority.

7. Surety Bond. Any officer, employee, or agent of the Authority who collects, pays, or handles any funds of the District shall furnish good and sufficient bond payable to the District in an amount determined by the District Board to safeguard the District. The bond shall be conditioned on the faithful performance of that person's duties and on accounting for all funds and property of the District. The bond shall be signed or endorsed by a surety company authorized to do business in Texas. The District Board hereby determines that the initial amount of each bond shall be set at \$50,000.00, and may alter the amount pursuant to a minute order or resolution adopted at a properly noticed meeting. The District Board shall provide the Authority with notice of any such alternative amount. The District shall reimburse the Authority for costs incurred in connection with providing administrative services to the District. Any such out-of-pocket costs exceeding ~~\$2,500.00 per year~~ the threshold set forth the District's Bylaws shall require prior approval of the District Board. The Authority shall limit the collection, payment, or handling of District funds only to the officers, employees, and agents of the Authority who have been bonded in accordance with this paragraph.

8. No Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the parties hereto, and not for the benefit of any other party. There are no third party beneficiaries to this Agreement.

9. Assignment. This Agreement shall not be assignable except at the written consent of the Authority and the District hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the Authority and the District thereto.

10. Notices. All notices given under this agreement shall be deemed properly served if delivered in writing personally, or sent by certified mail to Thomas Smith, President, North Texas Groundwater Conservation District, PO Box 508, Gainesville, TX 76241, and to the Authority addressed to the Brad Morgan, President, Greater Texoma Utility Authority, 5100 Airport Drive, Denison, TX 75020-8448. Date of service of notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service. Either party may change their respective addresses for notice by providing notice of such address change in the aforesaid manner with specific reference to this Agreement.

11. Authority Financial Obligations. Nothing in this agreement shall be construed to require the Authority to expend funds from any source other than the revenues received hereunder. All costs required by valid rules, regulations, laws, or orders passed or promulgated by the United States of America, the State of Texas, and regulatory or judicial branches thereof having lawful jurisdiction shall be the responsibility of the District.

12. Entire Agreement. This agreement embodies the entire understanding between the Authority and the District hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing signed by the Authority and the District.

13. Governing Law and Severability. This agreement shall be governed by the laws of the State of Texas and the venue in Cooke County, Texas. The provisions of this agreement shall be deemed to be severable and the invalidity of or inability to enforce other provisions hereof. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms and conditions of this Agreement shall take precedence.

14. Interpretation. Although drawn by the Authority, this contract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto, having been duly approved by the respective governing bodies and effective on the last date of execution as set forth below.

GREATER TEXOMA UTILITY AUTHORITY
5100 AIRPORT DRIVE
DENISON TX 75020-8448

NORTH TEXAS GCD
PO BOX 508
GAINESVILLE TX 76241

BY: _____
President

BY: _____
President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Secretary-Treasurer

Secretary

Exhibit “A”

Scope of Services – Dated November 10, 2020

- I. Recording and Communication Services
 - Act as point of contact for well owners by answering questions regarding rules
 - Provide all postings for meetings
 - Provide notice postings in timely manner
 - Mail notices and rules as needed
 - Prepare agenda after consultation with President
 - Prepare and e-mail draft minutes to Board of Directors
 - Complete minutes after review by Board of Directors
 - Maintain website as needed
 - Establish and maintain paper and electronic filing system
 - Provide written communications to well owners, TWDB and others as needed
 - Draft correspondence for signature by designated persons
- II. Database Collection for Registered and Non-Registered Wells in the District
 - Operate and maintain well registration website and map, which depicts wells in each NTGCD county
 - Work with well owners to register wells and collect well registration and water production fees
 - Employ field technicians to locate and verify wells in each NTGCD county
- III. Development of Personnel and Other Policies
 - Prepare and present drafts of policies for review by appropriate committee and Board of Directors
 - Prepare and present drafts of operating procedures for future staff to follow
 - Assist Board of Directors in training personnel for District at appropriate time
- IV. Assistance for Rule Development
 - Assist Board of Directors in development of permanent rules
 - Assist Board of Directors in the development and implementation of a Management Plan
- V. Accounting
 - Provide accounting services including keeping financial records, issuing invoices, paying invoices, etc.
 - Prepare and present monthly financial statements
 - Assist Board of Directors with development of budget
 - Prepare and provide documentation for audit
- VI. Groundwater Management Area 8
 - Coordinate Groundwater Management Area 8 (GMA 8) as directed by President and GMA 8 Representative

Exhibit “A”

Approach to Provision of Services

- Staff is able to work diplomatically with well owners and others
- Use 800 number on all letterhead and other communication for calls to make contact easier for well owners
- Well-acquainted with TWDB staff
- Utilize assistance from Texas Alliance of Groundwater District members
- Coordinate District activities with GMA 8 activities
- Develop records and procedures in a manner that will make for easy transition when desired

Estimated Cost of Services

The Authority is a public agency. The Board’s approach to provision of services has always been to seek reimbursement for the costs of providing the services requested. These costs include:

- The salary and employer personnel costs (social security, worker’s compensation insurance, retirement, and accounting, etc.)
- Mileage for travel required at the rate set annually by IRS
- Any direct expenses required to provide the services requested (telephone charges, copies, postage, and similar expenses directly associated with the project)
- The contract for services will not exceed \$152,000 for administration, \$33,000 for accounting, and \$195,000 for the field technician during the first year of the Term, and thereafter not more than five percent (5%) from the previous year thereafter during the Term,- without prior authorization from the Board of Directors
- Field personnel costs will be an expense of the District, which will include salary, benefits, transportation and other costs directly associated with verification of well and pumping information
- Billing Rates, which may be adjusted each year during the Term as necessary to recoup actual costs as set forth herein and the Agreement:
 - General Manager – \$115 per hour
 - Project Coordinator - \$45 per hour
 - Administrative Assistant - \$32 per hour
 - Finance Officer - \$74 per hour
 - Accounting Assistant - \$34 per hour
 - Accounting Assistant (2) - \$30 per hour
 - Office Clerk - \$34 per hour
 - Field Technician - \$46 per hour
 - Field Technician (2) - \$38 per hour
 - Technician Lead - \$52 per hour
 - Operation Supervisor - \$66 per hour

**NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT
BUDGET 2021**

	Actual 2019	Approved 2020	Actual @ 6/30/2020	Estimated 12/31/2020	Approved 2021
Ordinary Income/Expense					
Income					
46003 GMA8	13,709	50,000.00	24,213.29	48,426.58	31,820.00
*46001 PRODUCTION FEES	713,307	700,000.00	124,352.76	700,000.00	700,000.00
46005 Drillers Fees	3,800				
46006 WELL REG FEES	18,200	21,000.00	10,700.00	21,400.00	21,000.00
46016 Penalty & Fines	1,550	-	4,500.00	9,000.00	
46100 Interest	41,707	20,000.00	12,530.90	24,605.75	5,000.00
46015 LATE FEES	12,642	-	4,818.02	9,636.04	
Total Income	804,916	791,000.00	181,114.97	813,068.37	757,820.00
Expense					
77012 ADMIN MILEAGE	2,270	3,000.00	506.49	1,012.98	3,000.00
77013 ADMIN-SECRETARIAL	17,892	25,000.00	9,626.00	19,252.00	22,000.00
77014 ADMIN-PROJECT COORD	13,952	20,000.00	5,493.00	10,986.00	20,000.00
77015 ADMIN-GM	61,984	62,000.00	35,722.00	71,444.00	65,000.00
77016 ADMIN-CLERICAL	33,904	40,000.00	19,888.50	39,777.00	42,000.00
77030 ADS-LEGAL	1,102	2,000.00	688.85	1,377.70	2,000.00
77025 ACCOUNTING	32,580	30,000.00	17,058.75	34,117.50	32,500.00
77027 AUDITING	5,400	5,535.00	5,500.00	5,500.00	5,665.00
77050 BANKING FEES	35	100.00	35.00	70.00	100.00
77150 CONSULTING-HYDROGEO	41,915	45,000.00	22,081.82	44,163.64	45,000.00
77550 CONTRACT FIELD TECH	118,950	125,000.00	60,327.00	120,654.00	125,000.00
77560 GW - TECH LEAD	60,421	70,000.00	34,207.00	68,414.00	70,000.00
77325 DIRECT COSTS-REIMB	6,250	7,000.00	2,327.68	4,655.36	7,000.00
77450 DUES & SUBSCRIPTION	2,436	3,000.00	-	3,000.00	3,000.00
77480 EQUIPMENT	29,180	10,000.00	348.70	2,000.00	2,000.00
77485 EQUIPMENT-DATABASE		15,000.00	-	15,000.00	15,000.00
77500 FEES-GMA8	18,360	55,000.00	22,893.39	45,786.78	35,000.00
77650 FUEL/MAINTENANCE	3,001	3,500.00	1,482.19	2,964.38	3,500.00
77800 Inject Well Monitoring	587	700.00	206.40	412.80	700.00
77810 INSURANCE & BONDING	4,962	3,950.00	2,390.00	4,780.00	7,205.00
77970 LEGAL	30,966	50,000.00	13,980.30	27,960.60	45,000.00
77980 LEGAL-LEGISLATION	15,000	-	-	-	15,000.00
77975 LEGAL-INJECTION	35,413	17,000.00	3,229.40	6,458.80	10,000.00
78010 MEETINGS & CONFERENCES	5,574	8,000.00	1,655.83	3,311.66	8,000.00
78310 RENT	2,400	2,400.00	1,200.00	2,400.00	2,400.00
78600 SOFTWARE MAINT	9,108	5,000.00	4,371.95	8,743.90	1,000.00
78610 TELEPHONE	3,504	2,700.00	1,416.10	2,832.20	3,000.00
78780 WELL MONITORING/TESTING	2,085	4,500.00	179.86	359.72	4,500.00
Total Expense	559,230	615,385.00	266,816.21	547,435.02	594,570.00
Net to Fund Balance	245,686	175,615.00	(85,701.24)	265,633.35	163,250.00

ATTACHMENT 8



AGENDA COMMUNICATION

DATE: November 6, 2020

SUBJECT: AGENDA ITEM NO. 8

DISCUSSION AND POSSIBLE ACTION ON WHO WILL PAY TRANSACTION FEES FOR THE DISTRICT'S ONLINE FEE PAYMENTS SOFTWARE.

ISSUE

Discussion and possible action on who will pay transaction fees for the District's online fee payments software.

BACKGROUND

Next month, December 2020, the District expects to roll out our new database that will include switching our accounting/billing software to QuickBooks. Unlike our current software, QuickBooks will allow for constituents to pay their fees by credit card. The issue is that credit card and ACH transactions will be charged fees after the transition.

The ACH fees are small (\$3.00 per transaction), but the credit card fees are 3.5% + \$0.30 per transaction.

CONSIDERATIONS

The staff is requesting direction from the Board as to how to handle these fees. The options are 1) require that constituent pay the fees on each transaction, 2) the District pays the fees, 3) a hybrid of the previous 2 options.

The District staff is unsure of how many will elect to use the credit card option due to the fact that it is not currently possible with our existing accounting software.

It is also important to note, that the constituents will still be able to pay with a check and avoid transaction fees.

STAFF RECOMMENDATIONS

The staff requests direction from the Board of Directors on this matter.

ATTACHMENTS

Fee Schedule

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

Set up QuickBooks Payments today

You'll need QuickBooks Desktop 2018 or later to get started.
Don't have an account? [Explore QuickBooks Pro.](#)

Rates per transaction

No termination fees, setup fees, or monthly minimum.

Pay as you go

\$0 / mo

[Get started](#)

Pay monthly

\$20 / mo

[Get started](#)

<input type="radio"/> ACH bank transfers	\$3.00	\$3.00
<input type="radio"/> Card - Swiped	2.4% + 30c	1.6% + 30c
<input type="radio"/> Card - Invoiced	3.5% + 30c	3.3% + 30c
<input type="radio"/> Card - Keyed	3.5% + 30c	3.3% + 30c

Charge more than \$7,500 per month? Save up to 40% - chat with us today.

ATTACHMENT 11 b.

North Texas Groundwater Conservation District

**Well Registration Summary
As of October-31-2020**

Well Type	Total Registered Collin County	Total Registered Cooke County	Total Registered Denton County	Total NTGCD	New Registrations since Sep-30-2020
Agriculture	8	12	41	61	0
Commercial / Small Business	7	9	34	50	0
Domestic Use (household / lawn watering at residence)	89	481	843	1414	23
Filling a pond or other surface impoundment**	50	15	108	174	1
Golf course irrigation	15	2	21	38	0
Industrial / Manufacturing	8	11	8	28	0
Irrigation	94	4	188	286	1
Leachate	0	0	0	0	0
Livestock Watering	8	76	60	144	4
Monitoring	0	0	0	0	0
Municipal / Public Water System	34	74	236	345	0
Other	12	8	38	58	0
Piezometer	0	0	0	0	0
Poultry	0	0	0	0	0
Solely to supply water for rig actively***	1	1	7	9	0
Supplying water for oil or gas production*	0	6	60	66	0
Not Specified	17	10	44	71	0
SUM	343	709	1688	2744	29

ATTACHMENT 13



AGENDA COMMUNICATION

DATE: November 6, 2020

SUBJECT: AGENDA ITEM NO. 13

CONSIDER AND ACT UPON RESOLUTION OF APPRECIATION FOR RYAN HENDERSON

ISSUE

Resolution of Appreciation for Ryan Henderson.

BACKGROUND

The Board of Directors has customarily adopted Resolutions of Appreciation and presented a plaque to retiring Board members who have served on the Board. Mr. Ryan Henderson was sworn in June of 2019 to represent the Collin County Largest Municipal Groundwater Producer (City of Anna).

Mr. Henderson has served honorably as a Board Member and his contributions to the District are much appreciated.

STAFF RECOMMENDATIONS

The staff recommends the Board consider adopting Resolution of Appreciation for his service.

ATTACHMENTS

Resolution of Appreciation

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E.
General Manager

RESOLUTION NO. 2020-11-10-02

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

A RESOLUTION BY THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT RECOGNIZING

RYAN HENDERSON

WHEREAS, the North Texas Groundwater Conservation District wishes to recognize

RYAN HENDERSON

for contributing toward furthering economic development of this area and for helping to promote effective planning and utilization of groundwater by faithfully participating in the activities of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT THAT: the District conveys its sincere appreciation and gratitude to

RYAN HENDERSON

for service provided to the District.

On motion of _____, seconded by _____, the foregoing Resolution was passed and approved on this the 10th day of November, 2020 by the following vote:

AYE:

NAY:

ABSTAIN:

At a meeting of the Board of Directors of the North Texas Groundwater Conservation District.

President

ATTEST:

Secretary-Treasurer

ADJOURN