

**RED RIVER  
GROUNDWATER  
CONSERVATION  
DISTRICT**

**BOARD MEETING**

**Greater Texoma Utility Authority Board Room  
5100 Airport Drive  
Denison, Texas 75020**

**THURSDAY  
DECEMBER 16, 2021**

NOTICE OF PUBLIC MEETING  
OF THE  
BOARD OF DIRECTORS OF THE  
**RED RIVER GROUNDWATER CONSERVATION DISTRICT**  
**Thursday, December 16, 2021 at 10:00 a.m.**

**MEETING LOCATION:**  
**Greater Texoma Utility Authority Board Room**  
**5100 Airport Drive**  
**Denison, Texas 75020**

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**Board Meeting**

The regular Board Meeting will begin at 10:00 a.m.

Notice is hereby given that the Board of Directors of the Red River 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 Minutes of October 28, 2021, Board Meeting.
5. Budget and Finance.
  - a. Review and approval of monthly invoices.
  - b. Receive monthly financial information.
6. Consider and act upon Administrative Services Contract with Greater Texoma Utility Authority.
7. Consider and act upon Engagement Letter for Audit Services for Fiscal Year Ending December 31, 2021.
8. Receive 2020 Annual Report on Management Plan
9. Discussion and possible action regarding Water Loss Data within the District.
10. Update and possible action regarding the process for the development of Desired Future Conditions (DFC).
11. Consider and act upon compliance and enforcement activities for violations of District Rules.

12. General Manager's report: The General Manager will update the Board on operational, educational and other activities of the District.
    - a. Well Registration Summary
    - b. Update on Injection/Disposal Well Monitoring Program
    - c. Management Plan Update
  13. Open forum / discussion of new business for future meeting agendas.
  14. Adjourn.
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<sup>1</sup>*The Board may vote and/or act upon each of the items listed in this agenda.*

<sup>2</sup>*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 Red River Groundwater Conservation District Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.*

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

<sup>4</sup>*For questions regarding this notice, please contact Velma Starks at (800) 256-0935, at [rrgcd@redrivergcd.org](mailto:rrgcd@redrivergcd.org) or at 5100 Airport Drive, Denison, TX 75020.*

ATTACHMENT 4

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

**Thursday, October 28, 2021**

**MEETING LOCATION:  
GREATER TEXOMA UTILITY AUTHORITY  
BOARD ROOM  
5100 AIRPORT DRIVE  
DENISON TX 75020**

Members Present: Chuck Dodd (arrived 10:52 a.m.), David Gattis, Mark Gibson, Harold Latham, Billy Stephens, and Mark Patterson

Members Absent: Mark Newhouse

Staff: Drew Satterwhite, Nichole Sims, Wayne Parkman, Theda Anderson, Debi Atkins, and Velma Starks

Visitors: Kristen Fancher, Fancher Legal  
Sam Swope, well owner  
Brent Dodd, Starr WSC

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**Show Cause Hearing**

**The Show Cause Hearing will begin at 10:00 a.m.**

**Notice is hereby given that the Board of Directors of the Red River Groundwater Conservation District ("District") will hold a show cause hearing and may discuss, consider, and take all necessary action regarding the subject matter of the hearing.**

**Agenda:**

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

Board President Mark Patterson called the show cause hearing to order at 10:04 a.m.

2. Conduct Show Cause Hearing under District 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:

A. Sam Swope and Constance Biesinger, P.O. Box 404, Denison, TX 75021

General Manager Drew Satterwhite provided background information for board. Mr. Swope made statements regarding the situation.

Board went in Executive Session at 10:10 a.m. No action was taken in Executive Session. Board reconvened into regular session at 10:27 a.m.

Board President Mark Patterson provided an update that the Board reviewed information and that the well driller agreed to pay the fine and to bring the well into compliance. Board Member David Gattis made the motion that the District accept the compliance of the well driller, and not pursue additional enforcement against the well owner, contingent on the well driller paying the fine and bringing the well into compliance. Board Member Mark Gibson seconded motion. Motion passed unanimously.

### 3. Adjourn or continue show cause hearing.

Board President Mark Patterson adjourned the show cause hearing at 10:30 a.m.

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### **Permit Hearing**

The Permit Hearing will begin upon completion of the show cause hearing.

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

#### **Agenda:**

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

Board President Mark Patterson called the Permit Hearing meeting to order at 10:30 a.m.

2. Review the Production Permit Application of:

#### **New Production Permits**

- a. **Applicant:** North Texas Municipal Water District, P.O. Box Wylie, TX 75098  
**Location of Well:** 1133 CR 4965, Leonard, TX 75452; Latitude: 33.390556°N Longitude: 96.284722°W; About 3,700 feet south of the County Road 4965 and US Highway 69 intersection and about 2,500 feet west of County Road 4965.  
**Purpose of Use:** Construction Water  
**Requested Amount of Use:** 53,000,000 gallons through 2023 or the completion of the construction project  
**Production Capacity of Well:** 500 gallons per minute  
**Aquifer:** Woodbine Aquifer

General Manager Drew Satterwhite reviewed the Permit Application with the Board. Discussion was held.

3. Public Comment on the Production Permit Application (verbal comments limited to three (3) minutes each).

No Public Comment.

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

Board Member David Gattis made the motion to approve the permit. Board Member Billy Stephens seconded the motion. Motion passed unanimously.

5. Adjourn or continue permit hearing.

Board President Mark Patterson adjourned the Permit Hearing at 10:36 a.m.

#### **Board Meeting**

1. Pledge of Allegiance and Invocation.

Board President Mark Patterson led the group in the Pledge of Allegiance and Board Member David Gattis offered the invocation for the group.

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

Board President Mark Patterson called the meeting to order at 10:38 a.m., established a quorum was present, and declared the meeting open to the public.

3. Public Comment.

No public comment.

4. Consider and act upon approval of Minutes of September 16, 2021, Board Meeting.

Board Member David Gattis made a motion to approve the minutes of the September 16, 2021 meeting. The motion was seconded by Board Member Harold Latham. The motion passed unanimously.

5. Budget and Finance.

- a. Review and approval of monthly invoices.

General Manager Drew Satterwhite reviewed the invoices with the Board. Brief discussion was held. Board Member David Gattis made the motion to approve the September invoices. Board Member Mark Gibson seconded the motion. Motion passed unanimously.

- b. Receive monthly financial information.

General Manager Drew Satterwhite reviewed the District's monthly financial information with the Board.

- c. Consider and act upon approval of Investment Policy.

General Manager Drew Satterwhite reviewed the policy with the Board. Discussion was held. The Board decided to remove G. under Section 1.03 as presented in the redlined copy to the Board. Board member Harold Latham seconded the motion. Motion passed unanimously.

6. Receive Quarterly Investment Report.

General Manager Drew Satterwhite reviewed the Quarterly Investment report with the Board.

7. Receive Quarterly Report on Management Plan.

General Manager Drew Satterwhite reviewed the Quarterly Report on Management Plan with the Board.

8. Discuss the District's Proposed Management Plan.

General Manager Drew Satterwhite provided background information for the Board and reviewed changes with the Board. Discussion was held. The Management Plan will be sent to TWDB after Kristen Fancher, legal counsel, updates the plan as discussed.

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

General Manager Drew Satterwhite informed the Board that the GMA 8 meeting will be held Thursday, November 4, 2021. The DFC and the Explanatory Report will be adopted at this meeting. Joe B. Cooper retired from Middle Trinity GCD. Mitchell Sodek, current vice-chair, will chair November GMA 8 meeting.

10. Consider and act upon compliance and enforcement activities for violations of District Rules.

No violations at this time.

11. Discussion and possible action regarding Water Loss Data within the District.

General Manager Drew Satterwhite proposed to table this item until next meeting. Discussion was held. Item will be on next meeting agenda.

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



a. Well Registration Summary

General Manager Drew Satterwhite reviewed the well registration summary with the Board.

b. Update on Injection/Disposal Well Monitoring Program

No update

c. Legislative Update

Kristen Fancher, legal counsel reported redistricting is taking place.

General Manager Drew Satterwhite was elected vice president on TAG. Discussion was held.

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

Next meeting is scheduled for November 18, 2021 only if permit hearing, if no permit next meeting will be December.

14. Adjourn.

Board President Mark Patterson declared the meeting adjourned at 11:25 a.m.

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Recording Secretary

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Secretary-Treasurer

ATTACHMENT 5 a.

RESOLUTION NO. 2021-12-16

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

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	<u>Amount</u>
GTUA - October	14,928.24
GTUA - November	18,459.64
<u>Advertising</u>	
Herald Democrat - September water conservation tips	246.20
<u>Contract Services</u>	
Advanced Groundwater Solutions - October Garney drawdown calc. & DFC tool updates	2,315.00
<u>Direct Costs</u>	
NexTraq - GPS tracking for November	39.95
NexTraq - GPS tracking for December	39.95
<u>Legal</u>	
Fancher Law - BOD general legal services for October and November	3,785.45
<u>Well Injection Monitoring</u>	
Statewide Plat Services -September / October	100.00
<b>GRAND TOTAL:</b>	<b><u>\$ 39,914.43</u></b>

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

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

\_\_\_\_\_, the foregoing Resolution was passed and approved on this, the 16th. day of November 2021

by the following vote:

AYE:

NAY:

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

\_\_\_\_\_  
President

ATTEST:

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

ATTACHMENT 5 b.

# RED RIVER GROUNDWATER

## Balance Sheet

As of November 30, 2021

### ASSETS

#### Current Assets

##### Checking/Savings

10001 CASH-First United	204,706.68
10025 A/R CONSUMPTION	3,976.80
10026 A/R Texas Rain Holding Co	2,990.00
10230 A/R Violation Fees	500.00
10101 ALLOWANCE FOR UNCOLLECT	-1,530.00
10010 INVESTMENTS	400,000.00
10230 PP EXPENSES	2,221.30

**TOTAL ASSETS** 612,864.78

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

23100 ACCOUNTS PAYABLE	0.00
23150 DRILLERS DEPOSIT LIAB	16,100.00

**Total Other Current Liabilities** 16,100.00

**Total Current Liabilities** 16,100.00

**Total Liabilities** 16,100.00

#### Equity

35100 RETAINED EARNINGS	559,725.39
Net Income	37,039.39

**Total Equity** 596,764.78

**TOTAL LIABILITIES & EQUITY** 612,864.78

**RED RIVER GROUNDWATER**  
**Profit & Loss Budget vs. Actual**  
November 30, 2021

	<u>Current Actual</u>	<u>Current Budget</u>	<u>YTD Actual</u>	<u>Total Budget</u>	<u>% of Budget Remaining</u>
<b>Income</b>					
46002 GW PRODUCTION	139.72	0.00	252,275.28	310,400.00	18.73%
46005 LATE FEES	0.00	0.00	7,857.07	0.00	0.00%
46006 VIOLATION FEES	0.00	0.00	500.00	0.00	0.00%
46015 REGISTRATION FEES	2,000.00	833.00	8,700.00	10,000.00	13.00%
46020 PERMITTING FEES	0.00	0.00	2,900.00	0.00	0.00%
46100 INTEREST INCOME	0.00	0.00	569.81	1,000.00	43.02%
<b>Total Income</b>	<u>2,139.72</u>	<u>833.00</u>	<u>272,802.16</u>	<u>321,400.00</u>	<u>15.12%</u>
<b>Gross Profit</b>	2,139.72	833.00	272,802.16	321,400.00	
<b>Expense</b>					
77010 ADMINISTRATIVE COST	7,164.25	8,750.00	83,515.75	105,000.00	20.46%
77020 ADVERTISING	0.00	60.00	2,469.09	700.00	-252.73%
77027 AUDITING	0.00	0.00	4,950.00	4,995.50	0.91%
77031 BANKING FEES	2.05	0.00	182.79	100.00	-82.79%
77032 CONTRACT SERVICES	0.00	2,500.00	3,615.00	30,000.00	87.95%
77035 FIELD TECH	4,348.50	6,250.00	58,664.00	75,000.00	21.78%
77040 DIRECT COST	1,428.93	460.00	5,336.51	5,500.00	2.97%
77045 FIELD PERMITTING SPECIAL	3,380.00	2,900.00	25,376.00	35,000.00	27.50%
77450 DUES & SUBSCRIPTIONS	0.00	150.00	1,580.00	1,798.00	12.12%
77480 EQUIPMENT	0.00	170.00	1,668.47	2,000.00	16.58%
77500 FEES-GMA8	0.00	0.00	1,870.66	3,181.82	41.21%
77810 INSURANCE AND BONDING	317.34	820.00	4,113.70	6,371.00	35.43%
77855 INTERNET FEES	0.00	375.00	2,338.81	4,500.00	48.03%
77970 LEGAL	3,785.45	2,900.00	23,852.35	35,000.00	31.85%
78010 MEETINGS AND CONFEREN	481.65	433.00	3,634.28	5,200.00	30.11%
78310 RENT	200.00	200.00	2,200.00	2,400.00	8.33%
78600 SOFTWARE MAINTENANCE	1,268.83	1,250.00	6,067.28	15,000.00	59.55%
78750 TELEPHONE	37.50	208.00	2,474.89	2,500.00	1.00%
78770 - TRANSPORTATION	229.88	292.00	1,853.19	3,500.00	47.05%
<b>Total Expense</b>	<u>22,644.38</u>	<u>27,718.00</u>	<u>235,762.77</u>	<u>337,746.32</u>	<u>30.20%</u>
<b>Net Income</b>	<u><u>-20,504.66</u></u>	<u><u>-26,885.00</u></u>	<u><u>37,039.39</u></u>	<u><u>-16,346.32</u></u>	

ATTACHMENT 6



**RED RIVER GROUNDWATER  
CONSERVATION DISTRICT  
AGENDA COMMUNICATION**

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**DATE:** December 10, 2021

**SUBJECT:** AGENDA ITEM NO. 6

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

**ISSUE**

Renewal of contract with Greater Texoma Utility Authority ("GTUA") for 2022 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 was considered and approved at GTUA's November 18, 2021 Board meeting.

**CONSIDERATIONS**

In conjunction with the Board's prudent management of funds, this relationship has helped the District operate with the lowest production fees in the region.

The budgeted amounts identified in the contract are consistent with the 2022 budget adopted by the District.

**STAFF RECOMMENDATIONS**

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

**ATTACHMENTS**

2022 Administrative Services Contract with GTUA.

2022 Budget

**PREPARED AND SUBMITTED BY:**

Drew Satterwhite, P.E., General Manager



**ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN THE GREATER TEXOMA UTILITY AUTHORITY AND  
THE RED RIVER GROUNDWATER CONSERVATION DISTRICT**

STATE OF TEXAS	§	STATE OF TEXAS
	§	
GREATER TEXOMA UTILITY AUTHORITY	§	RED RIVER GROUNDWATER
	§	CONSERVATION DISTRICT

This Agreement, made and entered into by and between the Greater Texoma Utility Authority, hereinafter referred to as (“Authority”) and the Red River Groundwater Conservation District in Fannin and Grayson 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

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

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 as amended, modified, or supplemented herein. (attached hereto as “Exhibit A”)

The Scope of Services is a general guideline for the commencement of administrative activities and related services. Said Scope of Services is amended and 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, State or Federal Laws, 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 Scope of Services. 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 hourly wages and benefits of the Authority employees, insurance costs, extra travel costs to and from the District, overhead, 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 25<sup>th</sup> 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 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 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 Mark Patterson, President, Red River Groundwater Conservation District, PO Box 1214, Sherman, TX 75091-1214, and to the Authority addressed to the 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 Grayson 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. Venue shall be in Grayson County, Texas.

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

RED RIVER GCD  
PO BOX 1214  
SHERMAN TX 75091-1214

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Secretary-Treasurer

## Exhibit "A"

### Scope of Services

- 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
  - Work with chosen database development firm to create the well registration system for the District
  - Operate and maintain well registration website and map, which will depict wells in each District county
  - Work with well owners to register wells and collect well registration fees
  - Employ field technician to locate and verify wells in each District county
- III. Development of Personnel and Other Policies
  - Prepare and present drafts of personnel 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

## 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 \$105,000 for administration and accounting, \$95,000 for the field technicians, and \$35,000 for field permitting specialist 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:
  - General Manager – \$114 per hour
  - Project Coordinator - \$50 per hour
  - Administrative Assistant - \$32 per hour
  - Finance Officer - \$75 per hour
  - Accounting Assistant (2) - \$30 per hour
  - Office Clerk - \$34 per hour
  - Field Technician - \$48 per hour
  - Field Technician (2) - \$39 per hour
  - Groundwater Technical Lead - \$52 per hour
  - Operation Supervisor - \$62 per hour

**RED RIVER GROUNDWATER CONSERVATION  
DISTRICT  
BUDGET YEAR 2022**

	<b>Approved 2022</b>
<b>Income</b>	
46002 GW Production Fees	312,615.00
46007 Registration Fees	6,400.00
46005 Late Fees	-
46006 Violation Fees	-
46010 Drillers Dep Forfeit	-
46020 Permitting Fees	2,400.00
46100 Interest Inc	600.00
<b>Total Income</b>	<b>322,015.00</b>

**Gross Profit**

<b>Expense</b>	
77010 ADMINISTRATIVE COST	105,000.00
77033 ADS-LEGAL	700.00
77027 AUDITING	5,100.00
77031 BANKING FEES	1,000.00
77032 CONTRACT SERVICES	
Hydrogeologist Consultant	15,000.00
GAM Runs & Update	-
77040 DIRECT COST	4,600.00
77450 DUES & SUBSCRIPTIONS	3,988.00
77550 EQUIPMENT	2,000.00
77555 FEES-GMA8	500.00
77035 FIELD SERVICES	95,000.00
77045 FIELD PERMITTING SPECIALIST	35,000.00
77810 INSURANCE & BONDING	4,400.00
77855 GENERIC SOFTWARE SERVICES	5,500.00
77970 LEGAL	35,000.00
78010 MEETING AND CONFERENCE	5,200.00
78310 RENT	2,400.00
78600 DATABASE (DRIPDROP)	15,000.00
78770 TRANSPORTATION/FUEL/MAINT	3,500.00
78750 TELEPHONE	2,700.00
<b>Total Expense</b>	<b>341,588.00</b>
Contingencies	
Total Expenditures	341,588.00
<b>Net Income</b>	<b>(19,573.00)</b>

ATTACHMENT 7





**RED RIVER GROUNDWATER CONSERVATION  
DISTRICT  
AGENDA COMMUNICATION**

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**DATE:** December 6, 2021

**SUBJECT:** AGENDA ITEM NO. 7

**CONSIDER AND ACT UPON ENGAGEMENT LETTER FOR AUDIT SERVICES FOR FISCAL YEAR ENDING  
DECEMBER 31, 2021**

**ISSUE**

Consider and act upon confirming execution of engagement letter for audit services fiscal year ending December 31, 2021

**BACKGROUND**

In 2013, the Board instructed the staff to solicit proposals for audit services for a period up to five (5) years. The staff solicited proposals from several firms in North Central Texas. As a result of that solicitation, four proposals were received. The audit committee reviewed the proposals and recommended McClanahan and Holmes, LLP of Bonham, Texas. This recommendation was accepted and confirmed by the Board at the March 2014 meeting. The Board has subsequently proceeded to engage the services of McClanahan and Holmes for each audit since this time.

At the May 2018 meeting, the Board directed the Staff to request another 5-year term with McClanahan and Holmes. The Board also requested the lead auditor be changed which was ultimately agreed to by all parties. McClanahan and Holmes also agreed that their proposed fee increases each year would be between 2% and 3%.

**CONSIDERATIONS**

District staff is of the opinion that McClanahan and Holmes, LLP of Bonham, Texas has provided thorough and quality audits during their tenure with the District. The fees for the 2021 audit services will not exceed \$5,125, which is within the previously agreed upon threshold.

**STAFF RECOMMENDATIONS**

The staff recommends the Board authorize an engagement letter with McClanahan and Holmes, LLP of Bonham, Texas for the 2021 audit

**ATTACHMENTS**

Engagement Letter

**PREPARED AND SUBMITTED BY:**

Drew Satterwhite, General Manager

**RECOMMENDED BY:**

Debi Atkins, Finance Officer

# McClanahan and Holmes, LLP

CERTIFIED PUBLIC ACCOUNTANTS

STEVEN W. MOHUNDRO, CPA  
GEORGE H. STRUVE, CPA  
RUSSELL P. WOOD, CPA  
DEBRA J. WILDER, CPA  
TEFFANY A. KAVANAUGH, CPA  
APRIL J. HATFIELD, CPA

228 SIXTH STREET S.E.  
PARIS, TEXAS 75460  
903-784-4316  
FAX 903-784-4310

-----  
304 WEST CHESTNUT  
DENISON, TEXAS 75020  
903-465-6070  
FAX 903-465-6093

-----  
1400 WEST RUSSELL  
BONHAM, TEXAS 75418  
903-583-5574  
FAX 903-583-9453

Bonham, Texas  
October 5, 2021

Members of Management and Board  
Red River Groundwater Conservation District

We are pleased to confirm our understanding of the services we are to provide Red River Groundwater Conservation District for the year ended December 31, 2021.

## Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, and the disclosures, which collectively comprise the basic financial statements of Red River Groundwater Conservation District as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Red River Groundwater Conservation District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Red River Groundwater Conservation District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Red River Groundwater Conservation District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk exists that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management Override of Controls
- 2) Improper Revenue Recognition Due to Fraud

### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect

on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of Red River Groundwater Conservation District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of McClanahan and Holmes, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of McClanahan and Holmes, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or any additional period requested by regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

April J. Hatfield is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately April 2022 and to issue our reports no later than June 1, 2022, unless extenuating circumstances occur.

October 5, 2021

While the nation is responding to the Coronavirus (COVID-19) pandemic, we will use reasonable efforts to complete the services as specified herein, while also taking steps we deem necessary to protect the health, welfare, and safety of our professionals. Neither party shall be liable for any delay or failure in performance (excluding payment for fees and expenses incurred) due to circumstances resulting from the pandemic which are beyond our reasonable control.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs except that we agree that our gross fee, including expenses will not exceed \$5,125. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for these fees will be rendered upon completion of the audit and is payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to management and those charged with governance of Red River Groundwater Conservation District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Red River Groundwater Conservation District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Red River Groundwater Conservation District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*McClanahan and Holmes, LLP*  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Red River Groundwater Conservation District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CPAs & BUSINESS ADVISORS

## Report on the Firm's System of Quality Control

July 6, 2018

To the Partners of McClanahan and Holmes, LLP  
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of McClanahan and Holmes, LLP (the firm) in effect for the year ended March 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McClanahan and Holmes, LLP in effect for the year ended March 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. McClanahan and Holmes, LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP

What inspires you, inspires us. [eidebailly.com](http://eidebailly.com)



ATTACHMENT 8



**RED RIVER GROUNDWATER CONSERVATION  
DISTRICT  
AGENDA COMMUNICATION**

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**DATE:** December 10, 2021

**SUBJECT:** AGENDA ITEM NO. 8

**RECEIVE 2020 ANNUAL REPORT ON MANAGEMENT PLAN**

**ISSUE**

2020 Annual Report

**BACKGROUND**

The District Management Plan provides that an Annual Report be prepared by the General Manager and staff of the District, covering the activities of the District, including information concerning the District's performance in regard to achieving the District's management goals and objectives.

**CONSIDERATIONS**

The Annual Report for 2020 has been prepared by Paul Sigle, EIT, the District's Groundwater Technical Lead. Paul has added a considerable amount of technical information to the annual report, which provides the Board of Directors with a comprehensive analysis of the District's activities.

**PREPARED AND SUBMITTED BY:**



Drew Satterwhite, P.E., General Manager

ATTACHMENT 12 a

**RED RIVER GROUNDWATER CONSERVATION DISTRICT**  
**Well Registration Summary**  
 (as of 10/31/2021)

<b>Well Type</b>	<b>Fannin</b>	<b>Grayson</b>	<b>Total RRGCD</b>	<b>New Registrations October 2021</b>
Domestic	197	356	553	12
Public Water	58	193	251	0
Livestock	17	28	45	0
Agriculture	17	23	40	0
Commercial	13	17	30	0
Surface Impoundments	8	14	22	0
Oil / Gas	0	20	20	0
Golf Course	0	15	15	0
Irrigation	0	10	10	0
Monitoring	2	6	8	0
Industrial	0	2	2	0
Other	1	0	1	0
<b>TOTALS</b>	<b>313</b>	<b>684</b>	<b>997</b>	<b>12</b>

**NOTE: Plugged wells have been excluded**

**RED RIVER GROUNDWATER CONSERVATION DISTRICT**  
**Well Registration Summary**  
 (as of 11/30/2021)

<b>Well Type</b>	<b>Fannin</b>	<b>Grayson</b>	<b>Total RRGCD</b>	<b>New Registrations November 2021</b>
Domestic	205	363	568	16
Public Water	58	193	251	0
Livestock	17	29	46	1
Agriculture	17	24	41	1
Commercial	13	17	30	0
Surface Impoundments	8	14	22	0
Oil / Gas	0	20	20	0
Golf Course	0	15	15	0
Irrigation	0	10	10	0
Monitoring	2	6	8	0
Industrial	0	2	2	0
Other	1	0	1	0
<b>TOTALS</b>	<b>321</b>	<b>693</b>	<b>1014</b>	<b>18</b>

**NOTE: Plugged wells have been excluded**

ADJOURN