

**GROUNDWATER
MANAGEMENT
AREA 8**

JOINT PLANNING MEETING

**CLEBURNE CONFERENCE CENTER
1501 W. HENDERSON
CLEBURNE, TX 76033**

**MONDAY
MAY 6, 2019
10:00 AM**

**NOTICE OF MEETING
GROUNDWATER MANAGEMENT AREA 8**

Notice is hereby given that the groundwater conservation districts located wholly or partially within Groundwater Management Area (GMA) 8, as designated by the Texas Water Development Board (TWDB), consisting of the Central Texas Groundwater Conservation District, Clearwater Underground Water Conservation District, Middle Trinity Groundwater Conservation District, North Texas Groundwater Conservation District, Northern Trinity Groundwater Conservation District, Post Oak Savannah Groundwater Conservation District, Prairielands Groundwater Conservation District, Red River Groundwater Conservation District, Saratoga Underground Water Conservation District, Southern Trinity Groundwater Conservation District, and Upper Trinity Groundwater Conservation District will hold a **Joint Planning meeting at 10:00 A.M. on May 6, 2019** at the **Cleburne Conference Center** located at **1501 W. Henderson St., Cleburne, TX 76033**. The meeting will be open to the public. The following items of business will be discussed and potentially acted upon:

1. Invocation.
2. Call meeting to order and establish quorum.
3. Welcome and introductions.
4. Public comment.
5. Consider and act upon approval of minutes from the November 30, 2018, GMA 8 meeting
6. Presentation of Plaque in to Eddie Daniel expressing appreciation for service as GMA 8 Chair
7. Consider and act upon all matters incident and related to the contract and scope of services with WSP for consulting services for DFC development.
8. Consider and act upon all matters incident and related to an Interlocal Agreement regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions joint planning.
9. Discussion and possible action on potential model runs for this planning cycle.
10. Discussion and possible action on joint planning schedule.
11. Update and possible action on pending legislation that relates to the joint planning process including but not limited to similar rules.
12. Discussion of possible agenda items and dates for next GMA 8 meeting.
13. Closing comments.
14. Adjourn.

Dated this 22nd day of April, 2019

Joe Cooper, Chair
Groundwater Management Area 8

The above agenda schedules represent 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 ntqcd@northtexasqcd.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 Groundwater Management Area 8 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.

ATTACHMENT 5

**Meeting of the
Groundwater Management Area 8
November 30, 2018 in Itasca, TX**

Minutes

The Groundwater Management Area 8 (GMA 8) district representatives (referred to herein collectively as “the Committee” for easy reference), which consists of representatives from the Central Texas Groundwater Conservation District, Clearwater Underground Water Conservation District, Middle Trinity Groundwater Conservation District, North Texas Groundwater Conservation District, Northern Trinity Groundwater Conservation District, Post Oak Savannah Groundwater Conservation District, Prairielands Groundwater Conservation District, Red River Groundwater Conservation District, Saratoga Underground Water Conservation District, Southern Trinity Groundwater Conservation District, and Upper Trinity Groundwater Conservation District, held a **Joint Planning meeting at 10:00 A.M. on Friday, November 30, 2018**, at the Hilco Civic & Event Center in Itasca, Texas.

Groundwater Conservation District Representatives Present:

| | |
|---------------------------------------|-------------------------------------|
| Central Texas GCD: Mitchell Sodek | Red River GCD: David Gattis |
| Clearwater UWCD: Dirk Aaron | Middle Trinity GCD: Joe Cooper |
| Northern Trinity GCD: Bob Patterson | Upper Trinity GCD: Doug Shaw |
| Post Oak Savannah GCD: Gary Westbrook | Southern Trinity GCD: Peter Kultgen |
| Prairielands GCD: Charles Beseda | |

Groundwater Conservation District Representatives Absent:

North Texas GCD: Ronny Young
Saratoga UWCD: Jason Jones

1. Invocation

James Beach provided the invocation for the meeting.

2. Call meeting to order and establish quorum

Chair Joe Cooper, Middle Trinity GCD, established that a quorum was present and called the GMA 8 meeting to order at 10:05 am.

3. Welcome and introductions.

Chair Joe Cooper welcomed the guests present at the meeting. He introduced the new TWDB representative, Jean Perez.

4. Public Comments.

Chair Joe Cooper asked if any of the attendees had public comments to present to the GMA 8. Judy Reeves, property owner in the Upper Trinity GCD questioned why the DFCs were reviewed every five years. She questioned why the goals were changed if the DFCs were agreed upon for a 50 year period. Joe Cooper informed her that the 5-year joint planning process is required by law, Chapter 36 of the Texas Water Code. Goals may need to be altered due to changes of a number of factors including but not limited to population, economic growth, new scientific data, and land use. She was advised to speak with representatives from Upper Trinity GCD to address her specific concerns.

5. Consider and act upon approval of minutes from the June 27, 2018, GMA 8 meeting

The Committee reviewed the minutes of the June 27, 2018 meeting. Mitchell Sodek requested that the spelling of his name in Item 6 be corrected. Charles made a motion to approve the minutes of the June 27, 2018 meeting with the spelling of Mitchell Sodek's name correction. Bob Patterson seconded the motion. The motion passed unanimously.

6. Consider and act upon selection of consultant(s) to perform professional services related to the development of Desired Future Conditions for aquifers within Groundwater Management Area 8.

Chair Joe Cooper informed the Committee that four SOQs were submitted by INTERA, LRE, Meadows Center and WSP. The Committee then proceeded to rank the firm teams 1 through 4. The rankings were then tallied and WSP was the consultant who received the highest ranking. The GMA 8 Committee suggested creating a committee to negotiate a contract, scope of work, and cost with WSP. Drew Satterwhite, Joe Cooper and Dirk Aaron were nominated to serve on the committee. The information compiled is to be sent to all Districts and a meeting will then be scheduled to vote on the contract, scope of work, and cost. Peter Kultgen made the motion to create the committee to develop a contract, scope of work and cost. Dirk Aaron seconded the motion. The motion passed unanimously.

7. Discussion of possible agenda items and dates for next GMA 8 meeting.

Chair Joe Cooper suggested that the contract, scope of work and cost be presented at the next GMA 8 meeting. The date for the next meeting will be announced.

15. Closing comments.

Chair Joe Cooper thanked Dirk Aaron for his help in obtaining Hilco Civic and Event Center to hold the GMA 8 meeting.

16. Adjourn

Dirk Arron made the motion to adjourn. Charles Beseda seconded the motion. Motion passed unanimously. Chair Joe Cooper declared the meeting adjourned at 10:42 a.m.

The GMA 8 Committee unanimously approved the minutes on this _____ day of _____, 2019.

Recording Secretary

Chairman

ATTACHMENT 7



March 29, 2019

Subject: Scope of Work for GMA 8 Development and Adoption of DFCs Scope of Work for GMA 8 Development and Adoption of DFCs

TASK 1 – JOINT GROUNDWATER PLANNING MEETINGS

WSP and Blanton and Associates (B&A) will work with GMA 8 to align schedules, deadlines, meeting dates, and to open lines of communication between GMA 8 districts, stakeholders, and the TWDB. WSP will participate in ten relevant meetings in conjunction with or on behalf of GMA 8. However, WSP will not be responsible for the scheduling or organization of meetings.

As directed by GMA 8, we will coordinate with district attorneys throughout the process to allow for legal review of the DFCs and Explanatory Report. WSP will work with the GMA 8 administrator to provide input for upcoming agendas, provide technical updates at each meeting to address selected portions of the agenda, and provide guidance for upcoming tasks and deadlines. WSP will review and provide comments on minutes from GMA administrator only and will not interact with individual districts.

B&A will attend selected GMA Joint Committee meetings and will support WSP in providing administrative services to GMA 8 to ensure all required TWC and TAC joint planning deadlines and requirements, and the requirements of the Administrative Procedures adopted by GMA 8 are met. B&A will support WSP in preparation of written progress reports to GMA 8, as required by WSP.

The cost estimate assumes that James Beach will attend ten GMA 8 meeting, and Velma Danielson will attend five meetings. Any additional meeting(s) that attended on behalf of GMA 8 will be billed on a per meeting basis.

TASK 2 – MODELING AND TECHNICAL ASSISTANCE RELATED TO DFCS

WSP will perform modeling using the accepted TWDB model for the Trinity and Woodbine aquifers. Datasets and pertinent intermediate files will be retained to ensure reproducibility. WSP will work to develop understandable graphics, tables, and maps to help GMA 8 understand the data going into the model and the results from the models. All modeling efforts will be well-documented to ensure transparency and reproducibility. We will work with GCDs as necessary to develop pumping files to ensure the model is consistent with their desires and that of GMA 8. WSP will work with GMA 8, the TWDB and each GCD as necessary to work through any potential debates regarding model application or assumptions to the satisfaction of GMA 8.



Because it is difficult to scope and budget every potential GAM run that might be needed for the project, the scope and budget will incorporate only one model run (Run 3.1 (Round 3, Run 1)), which will be limited to any new pumping volumes provided by each district. The deliverable from the run will be simulated water level decline (drawdown) as was developed and reported in tabular format for the previous Explanatory Report.

Any additional runs will be considered as optional tasks, and the budget estimated based on the scope of the run, the report, results and deliverables developed from the run.

WSP assumes there will be no significant changes to the nine factors and the associated explanatory report sections. If public comments require a more detailed assessment or significant interaction and effort, WSP will prepare a budget for GMA 8 to consider.

Aquifer Use and Conditions:

WSP/B&A will rely on guidance from the GCDs regarding aquifer uses. As appropriate and to the degree authorized by GCDs, WSP/ B&A will also assess aquifer conditions and uses based upon publicly-available information, such as GCD Groundwater Management Plans, existing or new groundwater availability model runs, other TWDB information, the 2017 State Water Plan and information available regarding the 2021 regional water planning efforts, to show current groundwater demands and use levels in each county and across GMA 8.

State Water Plan Needs and Strategies:

The team will summarize existing and new water supply needs and water management strategies based upon GCD Groundwater Management Plans, the 2017 State Water Plan and potentially information available from the 2021 regional water plans. B&A will support WSP in obtaining GMA 8 input, and with preparing and presenting a written report at a GMA 8 meeting.

Hydrological Conditions:

WSP will analyze and summarize information from GCD Groundwater Management Plans, existing or new groundwater availability model runs, including estimates of average annual recharge to the aquifer, average annual discharge from wells and springs including discharge to any surface water bodies or streams, annual flow volume into and out of the aquifer, and total estimated recoverable storage from the Texas Water Development Board.

Environmental Impacts:

The team will assess existing information, including GAM runs to assess interactions between groundwater and surface water, identify any possible impacts of the DFC on potential environmental assets including groundwater and surface water interactions, and prepare an assessment to be included in the explanatory report. **We don't anticipate significant change to the Explanatory Report,** but will work with GCDs to address the issue as appropriate.

Subsidence Impacts:

WSP will use the recently published subsidence report and analysis tool to determine potential impacts of the proposed DFCs on subsidence and provide a written report to the Committee.



Socioeconomic Impacts:

The team will gather existing information and prepare documentation to describe socioeconomic impacts reasonably expected to occur with the adoption and implementation of proposed DFCS within GMA 8. B&A will prepare a summary of socioeconomic information related to water planning in general for WSP review and comment. B&A will support WSP in obtaining GMA 8 input, and with preparing and presenting a written report at a GMA 8 meeting.

Private Property Impacts:

Our team will rely heavily on GCDs and their legal teams to help assess private property impacts and will document how GMA 8 considered this factor during the process to set the DFCS in the explanatory report. **We don't anticipate significant change to the Explanatory Report**, and will allow district attorneys to address the issue as appropriate.

DFC Feasibility:

In conjunction with the GCDs and their legal team, WSP will evaluate the feasibility of achieving the DFCS, based on the aquifer's hydrogeology, the GCDs' authority to manage pumping and use, water level and use monitoring, and present that information to GMA 8, along with a discussion of possible approaches to assess feasibility.

TASK 3 – EXPLANATORY REPORT

The WSP Team will prepare the explanatory report with the guidance of GMA 8 and their legal teams to ensure that the explanatory report adheres to the requirements of Chapter 36 and communicates the level of detail appropriate for GMA 8.

Components of the ER that will require updating include but are not limited to:

- Addition of the Cross Timbers aquifer DFCS discussion or non-relevant discussion (or both) to section 3.0 and or 6.0
- Factor Considerations – Section 3.2: 1) Subsidence impacts – the discussion needs to incorporate analyses results from the subsidence tool, and 2) Socioeconomic impacts – some of the language incorporated in this section may be updated
- Section 5.0 – Recommendations by Advisory Committees and Public Comments will likely be replaced in entirety or appended with relevant material
- Tables and figures: WSP assumes that many of the tables will be updated and re-formatted. WSP also assumes that only the figures that require updating will be replaced.
- Appendices: There are 42 unique appendices. WSP will update appendices as necessary for new model runs or other relevant changes to the Explanatory Report.

TASK 4 – TECHNICAL SUPPORT AFTER DFC ADOPTION

The team will assist GMA 8 after the DFCS are adopted to help navigate any potential comments from TWDB or any other issues that might arise because of the adopted DFCS or modeling runs.



OPTIONAL TASK – ADDITIONAL MEETINGS

If GMA 8 would like WSP to attend more than ten meetings on their behalf, WSP will charge GMA 8 a flat rate of ____ for each additional meeting.

OPTIONAL TASK – ADDITIONAL MODEL RUNS

The cost of an additional model run will depend on the complexity of the desired model run. The cost of any potential additional model run will be estimated based upon the specifications of the request. These cost estimates will be provided by WSP as needed throughout the project.

OPTIONAL TASK – SB 1010 COMPARISON REPORT

If SB 1010 is passed, and if a report is needed by GMA 8 within a reasonable timeframe within this round of joint planning, WSP can support the development of the report. We will provide GMA 8 with a proposed scope and budget for this optional task upon request.

WSP suggests using a District survey modeled after the questionnaire developed by GMA 1. WSP suggests presentation of the survey data in a tabular matrix (see below) that would be populated per GCD.

| | | | | | | | | | |
|------------|-----------------|--|--|---|--------------------------|--------------------------------|--|---------------------|---------------------------|
| GCD | COUNTIES | WELL PRODUCTION FOR SPACING (GPM) | MINIMUM WELL SPACING FROM EXISTING WELLS (FEET) | MINIMUM SPACING FROM PROPERTY LINES (FEET) | PRODUCTION LIMITS | TOTAL MAG VOLUMES (AFY) | DFCS (TOTAL 50-YR FEET OF DRAWDOWN) | EXEMPT WELLS | MINIMUM TRACT SIZE |
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ASSUMPTIONS:

Our scope and cost estimate are based on 2018 requirements in Chapter 36 and does not include any effort needed to address requirements that may result from the 86th Texas Legislative Session or interim efforts.

| GMA 8 Cost Estimate for DFC Development and Adoption and Update of Explanatory Report | | Task Total |
|--|--|-------------------|
| Task # | Description | |
| 1- MEETINGS | | \$ 40,700 |
| | MEETINGS (10 meetings) | \$ 32,900 |
| | Meeting - Prep & Post | \$ 7,800 |
| 2 & 3 - TECHNICAL AND EXPLANATORY REPORT UPDATE | | \$ 55,484 |
| | One Model Run | \$ 7,680 |
| | Aquifer Use and Conditions | \$ 5,538 |
| | Hydrologic Conditions | \$ 5,538 |
| | SWP Needs and Strategies | \$ 3,910 |
| | Environmental Impacts | \$ 4,650 |
| | Subsidence Impacts | \$ 1,958 |
| | Socioeconomic Impacts | \$ 4,180 |
| | Private Property Impacts | \$ 1,410 |
| | DFC Feasibility | \$ 1,740 |
| | Other Relevant Information | \$ 1,740 |
| | Explanatory Report | \$ 17,140 |
| 4 - TECH SUPPORT AFTER ADOPTION | | \$ 3,736 |
| | As needed | \$ 3,736 |
| | Total (optional costs not included) | \$ 99,920 |



VIA ELECTRONIC MAIL

April 30, 2019

GMA 8 Joint Planning Committee Administrator
c/o Mr. Drew Satterwhite
5100 Airport Drive
Denison, TX 75020

d.satterwhite@northtexasgcd.org

Re: Scope of Work for GMA 8 Development and Adoption of DFCs Scope of Work for GMA 8 Development and Adoption of DFCs

Dear Mr. Satterwhite:

WSP USA is pleased to provide the scope of work and budget to support GMA 8 in the joint groundwater planning effort.

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|-----|----------|-----------------------------------|---|--|-------------------|-------------------------|-------------------------------------|--------------|--------------------|
|-----|----------|-----------------------------------|---|--|-------------------|-------------------------|-------------------------------------|--------------|--------------------|

ASSUMPTIONS:

Our scope and cost estimate are based on 2018 requirements in Chapter 36 and does not include any effort needed to address requirements that may result from the 86th Texas Legislative Session or interim efforts.

Project Schedule

WSP is prepared to initiate work on this project immediately upon receipt of a signature on this contract. We will mobilize as quickly as possible, but we prefer to have a least one week notice prior to spudding so we can organize field staff to be available for observation.

Project Costs

WSP proposes to perform work on time and materials basis not to exceed the budget \$99,920.00. Our Fee Schedule is included as Enclosure A.

Terms and Conditions

The services provided pursuant to this proposal shall be governed by the terms and conditions set forth in Enclosure B.

Confidentiality

WSP recognizes that confidentiality is a concern of our clients. As such, we will maintain strict confidentiality for all project information and documents.

If you have questions concerning this proposal or contract, please contact us at 512-501-5563. We look forward to working with you on this project.

Sincerely,



James Beach, P.G.
Supervising Sr. Hydrogeologist and Area Manager

Enclosures

The contents of this proposal have been reviewed and the designee below authorizes WSP to initiate work on the proposed scope of work, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

By:

Title:

Date:

Enclosure A

**WSP USA, Inc.
PROFESSIONAL GROUNDWATER AND
ENVIRONMENTAL ENGINEERING SERVICES**

2019 BILLING RATES FOR CONSULTING SERVICES

| | |
|--|-----------------------------|
| Director Hydrogeology/Marketing/ Business Development, Regional/ Area Manager, Office Manager | \$250 to \$280/hour |
| Senior Supervising Engineer/ Environmental Scientist/Hydrogeologist | \$200 to \$260/hour |
| Supervising Engineer/Environmental Scientist/Hydrogeologist | \$ 190 to \$250/hour |
| Lead Environmental Engineer/ Environmental Scientist/Hydrogeologist | \$150 to \$210/hour |
| Project Engineer/Environmental Scientist/ Hydrogeologist | \$109 to \$150/hour |
| Senior Environmental Engineer/ Environmental Scientist/Project Hydrogeologist | \$100 to \$180/hour |
| Assistant Project Engineer/ Environmental Scientist/Hydrogeologist | \$ 76 to \$130/hour |
| Environmental Engineer/Scientist/ Hydrogeologist | \$ 64 to \$ 96/hour |
| Technician | \$ 73 to \$102/hour |
| Draftsperson | \$ 80 to \$ 98/hour |
| Administrative/Clerical | \$ 75 to \$115/hour |

Enclosure B

Standard Terms and Conditions

The following "Standard Terms and Conditions" shall apply to all of "the Services" carried out by WSP USA Inc., on behalf of North Texas Groundwater Conservation District, "the Client" as of May 1, 2019. They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed, and subsequent "Master Services Agreement."

1) DEFINITIONS

- a) "The Services" shall mean the scope of services, duties, and activities provided by the Company to the Client as defined in the attached proposal.
- b) The "Agreement" refers to these Standard Terms and Conditions subject to this document.

2) AGREEMENT

The Agreement is between the Client and the Company.

- a) The Client hereby confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party, and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- b) The Company shall in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services as in effect at the time and location where the Services are performed. NO OTHER REPRESENTATIONS TO CLIENT EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT OR ANY REPORT, OPINION DOCUMENT OR OTHERWISE.
- c) The Company shall not be required to sign any documents, no matter by whom requested, that would result in the Company having to certify, guarantee or warrant the existence of conditions whose existence the Company cannot ascertain. The Client also agrees not to make resolution of any dispute with the Company or payment of any amount due to the Company in any way contingent upon the Company's signing any such certification.
- d) The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.
- e) The Company has no responsibility for hazardous or toxic substances or other waste materials found or identified as part of the services and the Company shall have no responsibility for the removal, treatment, storage, transport or disposal of these materials unless specifically agreed in writing with the Client. In any event, the Company shall utilize only the licensed or permitted treatment, storage, or disposal facility or facilities designated by Client.

- f) The information contained in the proposal is provided in confidence and regarded as commercially sensitive and confidential; in particular, rates, fees, personal information and other information deemed by the Company to be commercially sensitive should not be released by the Client to any other party without the Company's prior written consent.
- g) The Client acknowledges and agrees that the Services may be performed in whole or in part by subcontractors selected by the Company in its reasonable discretion. The Company will name Client as a third party beneficiary of all subcontracts entered into the performance of work under this Agreement unless the Client authorizes otherwise in writing.
- h) Client agrees that the Company is not responsible for damages arising directly or indirectly from any delays for failure of performance by Client or Client's contractors or consultants or discovery of any previously undisclosed hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Company to perform its services in an orderly and efficient manner, the Company shall be entitled to a reasonable adjustment in schedule and compensation.

3) **COMPENSATION**

- a) **Compensation.** In consideration of the performance of the Services, the Client shall pay to the Company the fees stated in the proposal.
- b) **Additional Services.** If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal letter, the Client shall make payment according to the hourly rates and sums set out in the proposal letter.
- c) **Termination.** In the event that the Client requests the Services to be aborted, the Client shall pay to the Company the fees commensurate with the work completed by the Company. For the avoidance of doubt, the fees will include the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.
- d) **Currency.** All monies due to the Company shall be paid in US \$ (dollars) unless specifically detailed otherwise.
- e) **Invoices.** Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice. Invoices past due more than 10 days will be assessed at an interest rate based on one percent (1%) per month or the highest applicable rate permitted by law, whichever is less. Notice of any dispute concerning an invoice must be provided in writing within 14 days of receipt of the invoice or the invoice is deemed to be correct and the full sum according to the invoice is due to the Company.

4) **ACCESS TO INFORMATION**

Before the commencement of Services and continuing thereafter, the Client shall immediately notify the Company of any known potential or possible health or safety hazards existing on or near the project site on which Services are to be, or are being, performed by Company or its subcontractors, with particular reference to hazardous substances or conditions. The Client shall provide the Company with all relevant data and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas.

Furthermore, promptly on request by the Company, Client shall provide Company and its subcontractors with all information, requirements, reports, data, surveys, and instructions, and access to all premises **within the Client's control that Company may reasonably request to perform the Services.** The Company may use such information, requirements, reports, data, surveys, and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. The Company shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

5) **LIMITATION OF LIABILITY**

Client agrees that to the fullest extent permitted by law, the **Company's total liability to client and third parties for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this agreement from any cause or causes, including but not limited to the Company's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed and shall be limited to the lesser of total compensation paid to and retained by the Company for services pursuant to this agreement or the amount of the Company's insurance provided pursuant to this Agreement.** The Company shall not be liable for any for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages incurred by the Client.

The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- i. all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and
- ii. there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage, and
- iii. all other Consultants and all Contractors have paid, or agreed to pay, to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Client hereby acknowledges, understands and agrees that: (1) there are risks inherent to environmental investigation, analysis, management, and remediation, many of which cannot be ascertained or anticipated prior to or during the course of the Services; for example, site investigation activities may spread contaminants through geologic formations despite the use of accepted professional standards; (2) due to the inherently limited nature and amount of data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may miss contaminants only a few feet away; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. **In light of all of the foregoing and the Company's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for the Company's agreement to perform the Services on the terms and at the price stated**

herein CLIENT SPECIFICALLY AGREES THAT THE COMPANY'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED ABOVE.

6) DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or the provision of the Services shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7) OWNERSHIP

All intellectual property rights and copyright associated with the Company's services shall remain vested in and the property of the Company. A specific license for use may be granted by the Company. Any such license will be strictly limited to issues associated with the Services. The Company will not accept any liability whatsoever for any use of the materials to which the license is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company, such license is agreed by the parties to be immediately withdrawn and revoked. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Company as instruments of service shall remain the property of the Company. The Company shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

8) CLIENT'S DUTIES

- a) The Client shall procure access for the Company to the property or properties in respect of which the Services are to be performed.
- b) The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.
- c) Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.
- d) Where relevant to the Services, the Client shall provide to the Company, prior to any intrusive investigations, full details concerning the presence and location of any underground or otherwise located services. If such details are unavailable, the Company will take reasonable precautions to identify such services including the use of specialist equipment. The Client agrees to reimburse the Company for the reasonable cost of any such precautions. Where no or insufficient information has been provided or is available, the Client agrees to indemnify the Company against any and all resulting losses or costs.

9) BUDGETARY ESTIMATIONS

Unless specifically stated to the contrary, any budgetary opinion or estimate offered by the Company, exclusive of written proposals signed by authorized representatives of the Company, is to be regarded by the Client as broad guidance only. The Company is not liable for any deviation from such budgetary opinions or estimates whatsoever.

10) NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Company. Any report issued by the Company is solely for the benefit of the Client for the purposes set out in the report and should not be relied on by third parties or for any other purpose without the express written consent of the Company. The Company shall have no liability whatsoever to a person who is not a party to the Agreement, unless otherwise agreed in writing.

If requested by the Client, the Company will consider the provision of reliance letters to third parties in a form to be agreed by the Company. In relation to property transactions the provision of such agreements will normally be limited to a lender, a first purchaser and a first tenant, and will be provided on no more than two occasions. Additional fees may be payable for the provision of this service.

11) REPORTING OBLIGATIONS

In states where there is a legal obligation for a licensed professional (employed by the Company) or the Company to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, the Company shall first notify the Client and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

12) SEVERABILITY

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable, or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

13) PERSONAL LIABILITY

Notwithstanding anything to the contrary contained in any other provision of this Agreement, the Company's partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of the Services hereunder.

14) HEADINGS

The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15) MODIFICATION

This Agreement may be modified or amended only by a written instrument signed by an authorized agent of each party.

16) AUTHORITY

Each individual and entity executing this Agreement hereby represents that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.

17) GOVERNING LAW

This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.

18) BUSINESS INTEGRITY

The Company values innovation, unity and trust. We are passionate about our work and care about how we conduct ourselves with all individuals and corporations we interact with. Simply put, this is how we get things done. Our Company's reputation depends on our ability to achieve our core values and to conduct our business ethically. To be clear, we do not, and will not, compromise on compliance with the law or on our business-conduct standards. We simply will not tolerate unethical behavior.

As your professional services provider, we undertake to follow your business integrity rules. This being said, we also invite you to review our Code of Conduct and underlying policies. These guidelines are the Company's standard for maintaining a legally-compliant and ethical workplace. They are available through our website at: <http://www.wspgroup.com/en/Who-we-are/Corporate-Governance/Corporate-Policies/>. If you have any questions about our guidelines, please contact one of the local representatives identified on our website.

For situations which pertain to irregularities inconsistent with our guidelines, please report to our independent whistleblowing provider, Expolink. This service is available 24 hours a day, 7 days a week. Information as to numbers and e-mail where to contact the service provider can be found at: <http://www.wspgroup.com/en/Who-we-are/Corporate-Governance/Whistleblower-service/>. All calls and e-mails are confidential and you can remain anonymous, should you request.

19) ACCEPTANCE OF AGREEMENT

If upon submission of this Agreement to the Client, the Client fails to return a signed copy to the Company and knowingly allows the Company to proceed with the Services, such Services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed.

By receipt and in the absence of a written declaration to the contrary, these initial "Standard Terms and Conditions" are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services and shall be binding the same as if the Agreement were fully executed.

20) NO BOYCOTTING ISRAEL VERIFICATION

Consultant agrees that it does not boycott Israel and will not do so during the term of this Contract. This provision is in compliance with Chapter 2270 of the Texas Government Code. Groundwater Management Area 8 agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision. Verification notarization is attached to this contract.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 201_____

NOTARY PUBLIC IN AND FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001 :

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli -controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE 2270.002.

ATTACHMENT 8

**INTERLOCAL AGREEMENT REGARDING
GROUNDWATER MANAGEMENT AREA 8 FUNDING FOR DEVELOPMENT OF
DESIRED FUTURE CONDITIONS JOINT PLANNING**

THIS INTERLOCAL AGREEMENT REGARDING GROUNDWATER MANAGEMENT AREA 8 FUNDING FOR DEVELOPMENT OF DESIRED FUTURE CONDITIONS JOINT PLANNING (the "*Agreement*") is entered into between the Central Texas Groundwater Conservation District, Clearwater Underground Water Conservation District, Middle Trinity Groundwater Conservation District, North Texas Groundwater Conservation District, Northern Trinity Groundwater Conservation District, Post Oak Savannah Groundwater Conservation District, Prairielands Groundwater Conservation District, Red River Groundwater Conservation District, Southern Trinity Groundwater Conservation District, and the Upper Trinity Groundwater Conservation District (collectively, the "*Participating Districts*" or "*Parties*" and individually a "*Participating District*" or "*Party*"), pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, each Party is a political subdivision of the State of Texas created under the authority of Article XVI, Section 59, of the Texas Constitution, and operates pursuant to the provisions of Chapter 36 of the Texas Water Code, and each Party's respective enabling act; and

WHEREAS, each Party's boundaries are wholly or partially within Groundwater Management Area 8 ("*GMA 8*"), as delineated by the Texas Water Development Board (the "*TWDB*") pursuant to Section 356.21 of TWDB Rules, Title 31 Texas Administrative Code § 356.21, as amended; and

WHEREAS, the groundwater conservation districts within GMA 8 ("*GMA Districts*") selected a consultant to perform the services required to develop and prepare the explanatory report required under Section 36.108 of the Texas Water Code (the "*Explanatory Report*") for the upcoming round of Desired Future Conditions ("*DFCs*") joint planning for the relevant aquifers within GMA 8; and

WHEREAS, each Party has the authority provided in Chapter 791, Texas Government Code, its respective enabling act, Chapter 36 of the Texas Water Code, including, but not limited to, Sections 36.1086, 36.205, and 36.207 of the Texas Water Code, as amended, to enter into any and all such contracts as necessary to achieve the intent and purposes set forth herein; and

WHEREAS, the Parties desire to contract with each other in support of the collective development of DFCs in the next round of joint planning; and

WHEREAS, the Parties further desire to contract with each other regarding funding of the consultant work required to develop and prepare the next round of DFCs and related Explanatory Report.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. SCOPE AND FUNDING

- 1.1 **Scope of Services.** The GMA 8 Districts have selected WSP and Blanton & Associates (“*Consultant*”) in accordance with the Professional Services Procurement Act, Chapter 2254, Texas Government Code (“*Act*”), to perform the professional services necessary to fulfill the DFC adoption and development and preparation of the Explanatory Report requirements of Section 36.108 of the Texas Water Code as of the effective date of this Agreement. The scope of work to be provided by Consultant is set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.
- 1.2 **Funding of Consultant Services.**
- (a) The GMA 8 Districts have negotiated a contract price pursuant to the Act, which is more particularly set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes. The contract price set forth in Exhibit B shall not be exceeded without specific authority from the Participating Districts. The North Texas Groundwater Conservation District (“*NTGCD*”) has been appointed by the groundwater conservation districts in GMA 8 as the administrative district for GMA 8, and NTGCD shall serve as the entity that will contract with Consultant to perform the services under Section 1.1 of this Agreement; provided, however that each Participating District has the same obligations, interest and right to the data and information prepared by Consultant by virtue of funding the work performed. The contract between NTGCD and Consultant is entered into on behalf of all of the Participating Districts in the interest of efficiency, and shall at a minimum include terms related to Force Majeure, remedies for breach, and any applicable representations and warranties to ensure timely delivery of the work product set forth in Exhibit A.
 - (b) The Participating Districts agree to each fund an equal pro rata share of the total contract price for the performance of only the services of Consultant as set forth in Pages 1 to 3 of Exhibit A, specifically excluding those tasks marked as an “Optional Task” on Page 4 of Exhibit A. The Participating Districts’ equal pro rata share of costs to perform the applicable services on Pages 1 to 3 of Exhibit A shall include all costs incurred as set forth under Exhibit B (the “*Primary Costs*”). In the event all of the Participating Districts agree after the effective date of this Agreement to fund any additional costs for services beyond the Primary Costs, including but not limited to any item identified as an “Optional Task” in the scope of work in Exhibit A, the Participating Districts hereby agree to fund such additional costs in the same equal pro rata share manner as that for the Primary Costs.
 - (c) This Agreement is intended to address the funding of only the Primary Costs in Exhibit B and only those additional costs incurred as agreed to by all Participating Districts. Nothing in this section or the Agreement shall be construed to require a Party to fund any additional cost beyond the Primary Costs in Exhibit B to which that Party does not agree to fund. Similarly, nothing in this section or the Agreement shall be construed as limiting a Party hereto, individually or in conjunction with any other Party/Parties comprising the Participating Districts, from separately funding any other services beyond the Primary Costs in Exhibit B.

- (d) In the event a GMA 8 District that is not a Participating District or other entity approved by the Participating Districts desires to contribute funding to the Primary Costs and/or approved additional costs, such contribution shall thereby reduce each Party's share of the funding on a pro rata basis.

1.3 Payment of Consultant Services Costs.

- (a) Upon receipt of an invoice from Consultant, which shall include all supporting documentation including an itemization for the services performed, NTGCD shall send an email to each Participating District with the following: (i) a copy of the Consultant invoice; and (ii) a separate invoice from NTGCD reflecting the equal pro rata share due from each Participating District. Payment is due from each Participating District by check mailed to NTGCD not later than thirty (30) days from the date of the NTGCD invoice. NTGCD shall tender one payment to Consultant on behalf of the Participating Districts, and has the discretion whether to do so prior to or after receipt of payment from some or all of the Participating Districts. The Participating Districts agree to provide payment to NTGCD as set forth herein under all circumstances, unless the Participating Districts each agree to halt or refuse payment on a particular Consultant invoice due to a dispute over services performed.
- (b) In the event a Participating District is unable to timely pay for any reason whatsoever (the "***Breaching District***"), such inability to pay does not relieve the Participating District of the funding obligations hereunder, but shall require the other Participating Districts to equally absorb the pro rata share of the Breaching District's amounts owed to NTGCD. Any breach of this Agreement by a Breaching District shall result in the non-breaching Participating Districts having the ability to exercise all of the legal rights and remedies available under law and equity against such Breaching District.
- (c) Any funding received from a third party under Section 1.2(d) towards payment of a Consultant invoice or total previously paid by the Participating Districts shall serve as a credit on any future payments owed by the Participating Districts. Any such credit shall be reflected on the following NTGCD invoices delivered to the Participating Districts under Subsection (a) of this section.

II. GENERAL PROVISIONS

- 2.1 **Recitals.** The recitals in this Agreement are true and correct.
- 2.2 **Cooperation.** During the Term of this Agreement, the Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- 2.3 **Compliance with Laws.** All activities of the Parties under this Agreement shall be in compliance with all applicable Federal, State, and Local rules, laws, and regulations.
- 2.4 **Authority.** This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code and Sections 36.1086, 36.205, and 36.207 of the Texas Water

Code, as amended. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

- 2.5 **Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.
- 2.6 **Assignment.** The assignment of this Agreement by any Party is prohibited without the prior written consent of all of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.
- 2.7 **Source of Payment; Pledge to Secure Payment.** The Parties represent and covenant that payments to be made by it under this Agreement shall constitute funds from the current fiscal year's revenues, as appropriated by each Party's Board of Directors through each Party's annual budget adopted in accordance with the applicable procedures of each Party.
- 2.8 **Third Party Beneficiaries.** Except as expressly provided for herein with regard to Consultant, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- 2.9 **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.
- 2.10 **Interpretation and Reliance.** No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof. Headings and captions used in this Agreement are for reference purposes only, and shall have no bearing on the interpretation of this Agreement.
- 2.11 **Relationship of Parties.** This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. No Party shall have any power to assume or create any obligation on behalf of the other Party.
- 2.12 **Amendments.** Any amendment of this Agreement must be in writing and will be effective if it is signed by the authorized representatives of each the Parties.
- 2.13 **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas laws. Venue for any action arising hereunder will be in a court of competent jurisdiction according to the venue provisions in Texas Water Code § 36.251(c) and Texas Civil Practice and Remedies Code § 15.0151, as applicable.
- 2.14 **Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party

by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the official business address of a Party.

2.15 **Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

2.16 **Effective Date.** The effective date of this Agreement shall be the last date of execution of the Parties in the signature pages below.

(Signature Pages Follow)

(Signature page of Central Texas Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

CENTRAL TEXAS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Clearwater Underground Water Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Middle Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

MIDDLE TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of North Texas Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Northern Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

NORTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Post Oak Savannah Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Prairielands Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

PRAIRIELANDS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Red River Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

RED RIVER GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Southern Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Upper Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

UPPER TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A



March 29, 2019

Subject: **Scope of Work for GMA 8 Development and Adoption of DFCs Scope of Work for GMA 8 Development and Adoption of DFCs**

TASK 1 – JOINT GROUNDWATER PLANNING MEETINGS

WSP and Blanton and Associates (B&A) will work with GMA 8 to align schedules, deadlines, meeting dates, and to open lines of communication between GMA 8 districts, stakeholders, and the TWDB. WSP will participate in ten relevant meetings in conjunction with or on behalf of GMA 8. However, WSP will not be responsible for the scheduling or organization of meetings.

As directed by GMA 8, we will coordinate with district attorneys throughout the process to allow for legal review of the DFCs and Explanatory Report. WSP will work with the GMA 8 administrator to provide input for upcoming agendas, provide technical updates at each meeting to address selected portions of the agenda, and provide guidance for upcoming tasks and deadlines. WSP will review and provide comments on minutes from GMA administrator only and will not interact with individual districts.

B&A will attend selected GMA Joint Committee meetings and will support WSP in providing administrative services to GMA 8 to ensure all required TWC and TAC joint planning deadlines and requirements, and the requirements of the Administrative Procedures adopted by GMA 8 are met. B&A will support WSP in preparation of written progress reports to GMA 8, as required by WSP.

The cost estimate assumes that James Beach will attend ten GMA 8 meeting, and Velma Danielson will attend five meetings. Any additional meeting(s) that attended on behalf of GMA 8 will be billed on a per meeting basis.

TASK 2 – MODELING AND TECHNICAL ASSISTANCE RELATED TO DFCs

WSP will perform modeling using the accepted TWDB model for the Trinity and Woodbine aquifers. Datasets and pertinent intermediate files will be retained to ensure reproducibility. WSP will work to develop understandable graphics, tables, and maps to help GMA 8 understand the data going into the model and the results from the models. All modeling efforts will be well-documented to ensure transparency and reproducibility. We will work with GCDs as necessary to develop pumping files to ensure the model is consistent with their desires and that of GMA 8. WSP will work with GMA 8, the TWDB and each GCD as necessary to work through any potential debates regarding model application or assumptions to the satisfaction of GMA 8.



Because it is difficult to scope and budget every potential GAM run that might be needed for the project, the scope and budget will incorporate only one model run (Run 3.1 (Round 3, Run 1)), which will be limited to any new pumping volumes provided by each district. The deliverable from the run will be simulated water level decline (drawdown) as was developed and reported in tabular format for the previous Explanatory Report.

Any additional runs will be considered as optional tasks, and the budget estimated based on the scope of the run, the report, results and deliverables developed from the run.

WSP assumes there will be no significant changes to the nine factors and the associated explanatory report sections. If public comments require a more detailed assessment or significant interaction and effort, WSP will prepare a budget for GMA 8 to consider.

Aquifer Use and Conditions:

WSP/B&A will rely on guidance from the GCDs regarding aquifer uses. As appropriate and to the degree authorized by GCDs, WSP/ B&A will also assess aquifer conditions and uses based upon publicly-available information, such as GCD Groundwater Management Plans, existing or new groundwater availability model runs, other TWDB information, the 2017 State Water Plan and information available regarding the 2021 regional water planning efforts, to show current groundwater demands and use levels in each county and across GMA 8.

State Water Plan Needs and Strategies:

The team will summarize existing and new water supply needs and water management strategies based upon GDC Groundwater Management Plans, the 2017 State Water Plan and potentially information available from the 2021 regional water plans. B&A will support WSP in obtaining GMA 8 input, and with preparing and presenting a written report at a GMA 8 meeting.

Hydrological Conditions:

WSP will analyze and summarize information from GCD Groundwater Management Plans, existing or new groundwater availability model runs, including estimates of average annual recharge to the aquifer, average annual discharge from wells and springs including discharge to any surface water bodies or streams, annual flow volume into and out of the aquifer, and total estimated recoverable storage from the Texas Water Development Board.

Environmental Impacts:

The team will assess existing information, including GAM runs to assess interactions between groundwater and surface water, identify any possible impacts of the DFC on potential environmental assets including groundwater and surface water interactions, and prepare an assessment to be included in the explanatory report. **We don't anticipate significant change to the Explanatory Report,** but will work with GCDs to address the issue as appropriate.

Subsidence Impacts:

WSP will use the recently published subsidence report and analysis tool to determine potential impacts of the proposed DFCS on subsidence and provide a written report to the Committee.



Socioeconomic Impacts:

The team will gather existing information and prepare documentation to describe socioeconomic impacts reasonably expected to occur with the adoption and implementation of proposed DFCS within GMA 8. B&A will prepare a summary of socioeconomic information related to water planning in general for WSP review and comment. B&A will support WSP in obtaining GMA 8 input, and with preparing and presenting a written report at a GMA 8 meeting.

Private Property Impacts:

Our team will rely heavily on GCDs and their legal teams to help assess private property impacts and will document how GMA 8 considered this factor during the process to set the DFCS in the explanatory report. We don't anticipate significant change to the Explanatory Report, and will allow district attorneys to address the issue as appropriate.

DFC Feasibility:

In conjunction with the GCDs and their legal team, WSP will evaluate the feasibility of achieving the DFCS, based on the aquifer's hydrogeology, the GCDs' authority to manage pumping and use, water level and use monitoring, and present that information to GMA 8, along with a discussion of possible approaches to assess feasibility.

TASK 3 – EXPLANATORY REPORT

The WSP Team will prepare the explanatory report with the guidance of GMA 8 and their legal teams to ensure that the explanatory report adheres to the requirements of Chapter 36 and communicates the level of detail appropriate for GMA 8.

Components of the ER that will require updating include but are not limited to:

- Addition of the Cross Timbers aquifer DFCS discussion or non-relevant discussion (or both) to section 3.0 and or 6.0
- Factor Considerations – Section 3.2: 1) Subsidence impacts – the discussion needs to incorporate analyses results from the subsidence tool, and 2) Socioeconomic impacts – some of the language incorporated in this section may be updated
- Section 5.0 – Recommendations by Advisory Committees and Public Comments will likely be replaced in entirety or appended with relevant material
- Tables and figures: WSP assumes that many of the tables will be updated and re-formatted. WSP also assumes that only the figures that require updating will be replaced.
- Appendices: There are 42 unique appendices. WSP will update appendices as necessary for new model runs or other relevant changes to the Explanatory Report.

TASK 4 – TECHNICAL SUPPORT AFTER DFC ADOPTION

The team will assist GMA 8 after the DFCS are adopted to help navigate any potential comments from TWDB or any other issues that might arise because of the adopted DFCS or modeling runs.



OPTIONAL TASK – ADDITIONAL MEETINGS

If GMA 8 would like WSP to attend more than ten meetings on their behalf, WSP will charge GMA 8 a flat rate of ____ for each additional meeting.

OPTIONAL TASK – ADDITIONAL MODEL RUNS

The cost of an additional model run will depend on the complexity of the desired model run. The cost of any potential additional model run will be estimated based upon the specifications of the request. These cost estimates will be provided by WSP as needed throughout the project.

OPTIONAL TASK – SB 1010 COMPARISON REPORT

If SB 1010 is passed, and if a report is needed by GMA 8 within a reasonable timeframe within this round of joint planning, WSP can support the development of the report. We will provide GMA 8 with a proposed scope and budget for this optional task upon request.

WSP suggests using a District survey modeled after the questionnaire developed by GMA 1. WSP suggests presentation of the survey data in a tabular matrix (see below) that would be populated per GCD.

| | | | | | | | | | |
|------------|-----------------|--|--|---|--------------------------|--------------------------------|--|---------------------|---------------------------|
| GCD | COUNTIES | WELL PRODUCTION FOR SPACING (GPM) | MINIMUM WELL SPACING FROM EXISTING WELLS (FEET) | MINIMUM SPACING FROM PROPERTY LINES (FEET) | PRODUCTION LIMITS | TOTAL MAG VOLUMES (AFY) | DFCS (TOTAL 50-YR FEET OF DRAWDOWN) | EXEMPT WELLS | MINIMUM TRACT SIZE |
|------------|-----------------|--|--|---|--------------------------|--------------------------------|--|---------------------|---------------------------|

ASSUMPTIONS:

Our scope and cost estimate are based on 2018 requirements in Chapter 36 and does not include any effort needed to address requirements that may result from the 86th Texas Legislative Session or interim efforts.

EXHIBIT B

| GMA 8 Cost Estimate for DFC Development and Adoption and Update of Explanatory Report | | Task Total |
|---|----------------------------|------------------|
| Task # | Description | |
| 1- MEETINGS | | \$ 40,700 |
| | MEETINGS (10 meetings) | \$ 32,900 |
| | Meeting - Prep & Post | \$ 7,800 |
| 2 & 3 - TECHNICAL AND EXPLANATORY REPORT UPDATE | | \$ 55,484 |
| | One Model Run | \$ 7,680 |
| | Aquifer Use and Conditions | \$ 5,538 |
| | Hydrologic Conditions | \$ 5,538 |
| | SWP Needs and Strategies | \$ 3,910 |
| | Environmental Impacts | \$ 4,650 |
| | Subsidence Impacts | \$ 1,958 |
| | Socioeconomic Impacts | \$ 4,180 |
| | Private Property Impacts | \$ 1,410 |
| | DFC Feasibility | \$ 1,740 |
| | Other Relevant Information | \$ 1,740 |
| | Explanatory Report | \$ 17,140 |
| 4 - TECH SUPPORT AFTER ADOPTION | | \$ 3,736 |
| | As needed | \$ 3,736 |
| Total (optional costs not included) | | \$ 99,920 |

ATTACHMENT 11

Groundwater Management Area 1
District Rules Survey
September 2018

| Chapter 36 Statute: | NORTH PLAINS GCD | HIGH PLAINS UWCD | PANHANDLE GCD | HEMPHILL COUNTY UWCD |
|--|------------------|------------------|---------------|----------------------|
| <i>Sec. 36.0015. PURPOSE. Does the district use the best available science in the conservation and development of groundwater through rules developed, adopted, and promulgated by a district in accordance with the provisions of Chapter 36?</i> | YES | YES | YES | YES |
| Sec. 36.002. OWNERSHIP OF GROUNDWATER. Does the District allow the groundwater owner to drill for and produce the groundwater below the surface of real property, subject to Subsection (d), without causing waste or malicious drainage of other property or negligently causing subsidence? | YES | YES | YES | YES |
| Sec. 36.011. METHOD OF CREATING DISTRICT. Was the district created under and subject to the authority, conditions, and restrictions of Section 59, Article XVI, Texas Constitution? | YES | YES | YES | YES |
| Sec. 36.0151. CREATION OF DISTRICT FOR PRIORITY GROUNDWATER MANAGEMENT AREA. Was the district created subject to this section? | NO | NO | NO | NO |
| Sec. 36.051. BOARD OF DIRECTORS. Does the district board of directors consist of not fewer than five and not more than 11 directors elected for four-year terms? | YES | YES | YES | YES |
| Sec. 36.052. OTHER LAWS NOT APPLICABLE. Does the district have any special law that prevails over Chapter 36? | YES | NO | YES | YES |
| Sec. 36.053. QUORUM. Does a majority of the membership of the board constitutes a quorum for any meeting? | YES | YES | YES | YES |
| Sec. 36.056. GENERAL MANAGER. Does the district employ a general manager? | YES | YES | YES | YES |
| Sec. 36.101.(a) RULEMAKING POWER. Does the district have rules limiting groundwater production based on tract size or the spacing of wells? | YES | YES | YES | YES |
| (a)(1) In adopting rules does the district consider all groundwater uses and needs? | YES | YES | YES | YES |
| (a)(2) Are the district's rules fair and impartial? | YES | YES | YES | YES |
| (a)(3) In adopting rules does the district consider the groundwater ownership and rights described by Section 36.002? | YES | YES | YES | YES |
| (a)(4) In adopting rules does the district consider the public interest in | YES | YES | YES | YES |

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| Sec. 36.1073. AMENDMENT TO MANAGEMENT PLAN. Has the district or will the district comply to Section 36.1073 when amending its management plan? | YES | YES | YES | YES | YES |
| Sec. 36.108. JOINT PLANNING IN MANAGEMENT AREA. Does the district participate in joint planning consistent with Section 36.108? | YES | YES | YES | YES | YES |
| Sec. 36.1081. TECHNICAL STAFF AND SUBCOMMITTEES FOR JOINT PLANNING. Have the district representatives requested that the TWDB staff participate in joint planning on a nonvoting advisory basis. | YES | YES | YES | YES | YES |
| Sec. 36.1081. TECHNICAL STAFF AND SUBCOMMITTEES FOR JOINT PLANNING. Have the district representatives appointed and convene nonvoting advisory subcommittees who represent social, governmental, environmental, or economic interests to assist in the development of desired future conditions. | NO | YES | NO | NO | NO |
| Sec. 36.1081. TECHNICAL STAFF AND SUBCOMMITTEES FOR JOINT PLANNING. Have the district representatives consulted with elected district directors who represent social, governmental, environmental, or economic interests to assist in the development of desired future condition? | YES | YES | YES | YES | YES |
| Sec. 36.1083. APPEAL OF DESIRED FUTURE CONDITIONS. Through the last cycle, have the districts gone through the appeals process for desired future conditions? | NO | NO | NO | NO | NO |
| Sec. 36.10835. JUDICIAL APPEAL OF DESIRED FUTURE CONDITIONS. Has there been a judicial appeal of Desired Future Conditions during the last planning cycle? | NO | NO | NO | NO | NO |
| Sec. 36.1084. MODELED AVAILABLE GROUNDWATER. Did the district work with other districts to provide the TWDB desired future conditions adopted under 36.108, proof that notice was posted for the joint planning meeting; and the desired future conditions explanatory report. | YES | YES | YES | YES | YES |
| Sec. 36.1085. MANAGEMENT PLAN GOALS AND OBJECTIVES. Does the district in the management area shall ensure that its management plan contains goals and objectives consistent with achieving the desired future conditions of the relevant aquifers as adopted during the joint planning process? | YES | YES | YES | YES | YES |
| Sec. 36.1086. JOINT EFFORTS BY DISTRICTS IN A MANAGEMENT AREA. Does the district participate in joint efforts by Districts in the management area? | YES | YES | YES | YES | YES |
| Sec. 36.109. COLLECTION OF INFORMATION. Has the district collected any information the board deems necessary, including information regarding the use of groundwater, water conservation, and the practicability of recharging a | YES | YES | YES | YES | YES |

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| Sec. 36.1131 (b) (8) does the permit include the conditions and restrictions, if any, placed on the rate and amount of withdrawal; | YES | YES | YES | YES | YES |
| Sec. 36.1131 (b) (9) does the permit include any conservation-oriented methods of drilling and operating prescribed by the district; | YES | NO | YES | YES | YES |
| Sec. 36.1131 (b) (10) does the permit include a drought contingency plan prescribed by the district | NO | NO | NO | NO | NO |
| Sec. 36.1131 (b) (11) does the permit include other terms and conditions as provided by Section 36.113. | YES | YES | YES | YES | YES |
| Sec. 36.1132. PERMITS BASED ON MODELED AVAILABLE GROUNDWATER. (a) did the district, to the extent possible, shall issue permits up to the point that the total volume of exempt and permitted groundwater production will achieve an applicable desired future condition under Section 36.108? | YES | NA | YES | YES | YES |
| Sec. 36.1132. (b) In issuing permits, does the district manage total groundwater production on a long-term basis to achieve an applicable desired future condition and consider the information provided by the executive administrator of the TWDB? | YES | NA | YES | YES | YES |
| Sec. 36.114. PERMIT; PERMIT AMENDMENT; APPLICATION AND HEARING. (a) Does the district by rule determine each activity regulated by the district for which a permit or permit amendment is required? | YES | YES | YES | YES | YES |
| Sec. 36.114. (b) For each activity for which the district determines a permit or permit amendment is required under Subsection (a), and that is not exempt from a hearing requirement under Section 36.1145, does the district by rule determine whether a hearing on the permit or permit amendment application is required? | YES | YES | YES | YES | YES |
| Sec. 36.114. (c) For all applications for which a hearing is not required under Subsection (b) or Section 36.1145, does the board act on the application at a meeting, as defined by Section 551.001, Government Code, unless the board by rule has delegated to the general manager the authority to act on the application? | YES | YES | YES | YES | YES |
| Sec. 36.114. (d) Does the district promptly consider and act on each administratively complete application for a permit or permit amendment as provided by Subsection (c) or Subchapter M? | YES | YES | YES | YES | YES |
| Sec. 36.114. (e) Has an applicant petitioned the district court of the county where the land is located for a writ of mandamus to compel the district to act on | NO | NO | NO | NO | NO |

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| the application or set a date for a hearing on an application that is administratively complete. | | | | | | | |
| Sec. 36.114. (f) For applications requiring a hearing, is the initial hearing within 35 days after the setting of the date, and does the district act on the application within 60 days after the date the final hearing on the application is concluded? | NA | NA | YES | YES | YES | YES | YES |
| Sec. 36.114. (g) Does the district by rule set a time when an application will expire if the information requested in the application is not provided to the district? | YES | YES | YES | YES | YES | YES | YES |
| Sec. 36.114. (h) An application is administratively complete if it contains the information set forth under Sections 36.113 and 36.1131. Does the district require that additional information be included in an application for a determination of administrative completeness? | NO | NO | NO | YES/NO | YES | YES | YES |
| Sec. 36.1145. OPERATING PERMIT RENEWAL. (a) Except as provided by Subsection (b), does the district require renewal of an operating permit? | NO | NA | NO | YES | YES | YES | YES |
| Sec. 36.1145. (b) Does the district rules allow cancelation or otherwise not renew a permit if the applicant: (1) is delinquent in paying a fee required by the district; (2) is subject to a pending enforcement action for a substantive violation of a district permit, order, or rule that has not been settled by agreement with the district or a final adjudication; or (3) has not paid a civil penalty or has otherwise failed to comply with an order resulting from a final adjudication of a violation of a district permit, order, or rule? | YES | YES | YES | YES | YES | YES | YES |
| (c) If the district is not required to renew a permit under Subsection (b)(2), does the permit remain in effect until the final settlement or adjudication on the matter of the substantive violation? | YES | NA | YES | YES | YES | YES | YES |
| Sec. 36.1146. CHANGE IN OPERATING PERMITS. (a) If the holder of an operating permit, in connection with the renewal of a permit or otherwise, requests a change that requires an amendment to the permit under district rules, does the permit as it existed before the permit amendment process remain in effect until the later of: (1) the conclusion of the permit amendment or renewal process, as applicable; or (2) final settlement or adjudication on the matter of whether the change to the | YES | NA | YES | YES | YES | YES | YES |

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| <p>permit requires a permit amendment? Sec. 36.1146. (b) if the permit amendment process results in the denial of an amendment, is the permit as it existed before the permit amendment process renewed under Section 36.1145 without penalty, unless Subsection (b) of that section applies to the applicant.</p> | YES | NA | YES | YES |
| <p>Sec. 36.1146. (c) A district may initiate an amendment to an operating permit, in connection with the renewal of a permit or otherwise, in accordance with the district's rules. If the district initiates an amendment to an operating permit, does the permit as it existed before the permit amendment process remain in effect until the conclusion of the permit amendment or renewal process, as applicable.</p> | YES | NA | YES | YES |
| <p>Sec. 36.115. DRILLING OR ALTERING WELL WITHOUT PERMIT. Does the district require permits for drilling or altering a well, unless otherwise exempt?</p> | YES | YES | YES | YES |
| <p>Sec. 36.116. REGULATION OF SPACING AND PRODUCTION. (a) In order to minimize as far as practicable, the drawdown of the water table or the reduction of artesian pressure, to control subsidence, to prevent interference between wells, to prevent degradation of water quality, or to prevent waste, does the district by rule may regulate spacing and production?</p> | YES | YES | YES | YES |
| <p>Sec. 36.116. 1) Does the district by rule regulate the spacing of water wells by: (A) requiring all water wells to be spaced a certain distance from property lines or adjoining wells; (B) requiring wells with a certain production capacity, pump size, or other characteristic related to the construction or operation of and production from a well to be spaced a certain distance from property lines or adjoining wells; or (C) imposing spacing requirements adopted by the board?</p> | YES | YES | YES | YES |
| <p>Sec. 36.116. (2) Does the district by rule regulate the production of groundwater by: (A) setting production limits on wells; (B) limiting the amount of water produced based on acreage or tract size; (C) limiting the amount of water that may be produced from a defined number of acres assigned to an authorized well site; (D) limiting the maximum amount of water that may be produced on the basis of acre-feet per acre or gallons per minute per well site per acre;</p> | YES | YES | YES | YES |

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| (E) managed depletion; or (F) any combination of the methods listed above in Paragraphs (A) through (E). | | | | | | |
| Sec. 36.116. (b) In promulgating any rules limiting groundwater production, does the district preserve historic or existing use before the effective date of the rules to the maximum extent practicable consistent with the district's management plan under Section 36.1071 and as provided by Section 36.113. | NO | NA | NO | NO | NO | NO |
| Sec. 36.116. (c) In regulating the production of groundwater based on tract size or acreage, does the district consider the service needs or service area of a retail public utility. For the purposes of this subsection, "retail public utility" shall have the meaning provided by Section 13.002. | YES | YES | NO | NO | YES | YES |
| Sec. 36.116. (d) For better management of the groundwater resources located in a district or if a district determines that conditions in or use of an aquifer differ substantially from one geographic area of the district to another, does the district may adopt different rules for: (1) each aquifer, subdivision of an aquifer, or geologic strata located in whole or in part within the boundaries of the district; or (2) each geographic area overlying an aquifer or subdivision of an aquifer located in whole or in part within the boundaries of the district? | NO | YES/DOCKUM | YES | YES | YES | YES |
| (e) In regulating the production of groundwater under Subsection (a)(2), does the district: (1) select a method that is appropriate based on the hydrogeological conditions of the aquifer or aquifers in the district; and (2) limit the amount of water produced based on contiguous surface acreage? | YES | YES | YES | YES | YES | YES |
| Sec. 36.117. EXEMPTIONS; EXCEPTION; LIMITATIONS. Does the district by rule implement exemption, exception, or limitations consistent with Sec 36.117? | YES | NO...ANY WELL <25,000 GPD IS EXEMPT REGARDLESS OF TRACT SIZE | YES | YES | YES | YES |
| Sec. 36.118. OPEN OR UNCOVERED WELLS. Does the district require the owner | YES | YES | YES | YES | YES | YES |

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| <p>under Section 36.113 from the same applicant?</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Sec. 36.122. (e) Does the district impose an export fee or surcharge using one of the following methods:</p> | <p>(1) a fee negotiated between the district and the exporter;</p> | <p>(2) a rate not to exceed the equivalent of the district's tax rate per hundred dollars of valuation for each thousand gallons of water exported from the district or 2.5 cents per thousand gallons of water, if the district assesses a tax rate of less than 2.5 cents per hundred dollars of valuation; or</p> | <p>(3) for a fee-based district, a 50 percent surcharge, in addition to the district's production fee, for water exported from the district?</p> | YES | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO |
| <p>Sec. 36.122. (g) Does the district deny a permit based on the fact that the applicant seeks to transfer groundwater outside of the district but may limit a permit issued under this section if conditions in Subsection (f) warrant the limitation, subject to Subsection (c)?</p> | | | | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO | NO |
| <p>Sec. 36.122. (h) In addition to conditions provided by Section 36.1131, does the district permit shall specify:</p> | <p>(1) the amount of water that may be transferred out of the district; and</p> | <p>(2) the period for which the water may be transferred?</p> | | YES | YES | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| <p>Sec. 36.122. (i) The period specified by Subsection (h)(2) shall be:</p> | <p>(1) at least three years if construction of a conveyance system has not been initiated prior to the issuance of the permit; or</p> | <p>(2) at least 30 years if construction of a conveyance system has been initiated prior to the issuance of the permit?</p> | | YES | YES | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| <p>Sec. 36.122. (j) Is the permit term under Subsection (i)(1) automatically extended to the terms agreed to under Subsection (i)(2) if construction of a conveyance system is begun before the expiration of the initial term.</p> | | | | YES | YES | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| <p>Sec. 36.122. (k) Notwithstanding the period specified in Subsections (i) and (j) during which water may be transferred under a permit, does the district periodically review the amount of water that may be transferred under the permit and limit the amount if additional factors considered in Subsection (f) warrant the limitation, subject to Subsection (c) not more frequently than the period provided for the review or renewal of regular permits issued by the district? In its determination of whether to renew a permit issued under this section, does the district consider relevant and current data for the conservation</p> | | | | YES | YES | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |

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| of groundwater resources and shall consider the permit in the same manner it would consider any other permit in the district? | | | | | |
| Sec. 36.122. (l) Does the district use revenues obtained under Subsection (e) to prohibit the transfer of groundwater outside of a district? | NO | NA | NO | NO | NO |
| Sec. 36.122. (m) Does the district prohibit the export of groundwater if the purchase was in effect on or before June 1, 1997? | NO | NA | NO | NO | NO |
| Sec. 36.122. (n) Is groundwater transferred outside the district that is permitted after September 1, 1997? | YES | NA | YES | YES | YES |
| Sec. 36.122. (o) Has the district adopted rules expressly prohibiting the export of groundwater? | NO | NA | NO | NO | NO |
| Sec. 36.122. (p) Did the district collect an export fee or surcharge on March 1, 2001? | NO | NA | YES | YES | NO |
| Sec. 36.122. (q) In applying this section, is the district fair, impartial, and nondiscriminatory? | YES | NA | YES | YES | YES |
| Sec. 36.123. RIGHT TO ENTER LAND. Does the district exercise its right to enter land consistent with Section 36.123? | YES | YES | YES | YES | YES |

ADJOURN