

**NORTH TEXAS
GROUNDWATER
CONSERVATION
DISTRICT**

PERMIT HEARING AND BOARD MEETING

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

**TUESDAY
OCTOBER 8, 2024
10:00 AM**

NOTICE OF PUBLIC MEETING

OF THE
BOARD OF DIRECTORS
of the

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

Tuesday, October 8, 2024, at 10:00 a.m.

MEETING LOCATION:

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

Permit Hearing

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

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

Agenda:

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.
2. Public Comment on the Production Permit Applications (verbal comments limited to three (3) minutes each).
3. Review the Production Permit Applications of:

New Production Permits

- a. **Applicant:** Tabor Ranch 380 Development LLC; 320 Hawkins Run Rd Suite 3, Midlothian, TX 76065
Location of Well: 4705 Geoge Owens Rd, Ponder, TX 76259; Latitude: 33.226061°N, Longitude: 97.303697°W; About 3,110 feet west of George Owens Rd. and about 4,160 feet south of Hwy 380 W in Denton County.
Purpose of Use: Construction; Irrigation/Landscape; Filling of Pond or Surface Impoundment
Requested Amount of Use: 21,280,000 gallons per year through 2025; 4,732,305 gal/year after 2025.
Production Capacity of Well: 65 gallons/minute
Aquifer: Trinity (Antlers)
- b. **Applicant:** Billingsley-Austin Ranch West #2 and #3.; 1722 Routh St., Dallas, TX 75201
Location of Wells:
 - **Austin Ranch #3 (new):** Plano Pkwy, The Colony, TX 75056; Latitude: 33.059607°N Longitude: 96.866466°W; About 84 feet north of Windhaven Pkwy and about 1,090 feet west of Plano Pkwy in Denton County.
 - **Austin Ranch #2 (existing):** Painted Lake Cir., The Colony, TX 75056; Latitude:

33.056102°N Longitude: 96.869594°W; On southwest end of Painted Lake Cir.
about 1,450 feet west of Plano Pkwy in Denton County.

Purpose of Use: Irrigation/Landscape; Filling of Pond or Surface Impoundment

Requested Amount of Use: 67,989,162 gallons per year.

Production Capacity of Wells:

- Well #3: 300 gallons/minute
- Well #2: 180 gallons/minute

Aquifer: Trinity (Paluxy)

c. **Applicant:** Titan Ready Mix; 1050 Hughie Long Road, Cresson, TX 76035

Location of Well: 7662 FM 2449, Ponder, TX 76259; Latitude: 33.185140°N, Longitude: 97.255499°W; About 2,970 feet north of N FM 2449 and about 4,160 feet west of Amyx Ranch Dr in Denton County.

Purpose of Use: Industrial/Manufacturing (Concrete Production)

Requested Amount of Use: 7,659,000 gallons per year

Production Capacity of Well: 130 gallons/minute

Aquifer: Trinity (Antlers)

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

Board Meeting

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

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

Agenda:

1. Pledge of Allegiance and Invocation.
2. Call to order, establish quorum, declare the meeting open to the public.
3. Public comment.
4. Consider and act upon approval of the minutes from the September 10, 2024, Board meeting.
5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2024-10-08-01.
6. Receive reports from the following Committees*:
 - a. Budget and Finance Committee
 1. Receive Monthly Financial Information
 - b. Management Plan Committee
 1. Receive Quarterly Report
 - c. Investment Committee
 1. Receive Quarterly Investment Report
7. Review and act upon approval of the District’s Investment Policy.
8. Consider and act upon Master Service Agreement and Task 2 with LRE Water, LLC for improvements to the District’s Database.
9. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs).
10. Discussion and possible action regarding the District’s Drought Contingency Plan.
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. District’s Disposal/Injection Well Program
 - b. Well Registration Summary
13. Open forum / discussion of new business for future meeting agendas.
14. Adjourn public meeting.

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

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

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

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

At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the North Texas Groundwater Conservation District Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); deliberation regarding personnel matters (§551.074); deliberation regarding security devices (§551.076); and deliberation regarding cybersecurity (§551.089). Any subject discussed in executive session may be subject to action.

ATTACHMENT 4

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

Tuesday, September 10, 2024, at 10:00 a.m.

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

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

Members Present: Robert Todd, Ronny Young, Thomas Smith, Jimmy Arthur, Allen McDonald, Greg Peters and Leon Klement

Members Absent: Everette Newland, Thomas Smith, and Allen Knight

Staff: Paul Sigle, Allen Burks, Debi Atkins and Velma Starks

Visitors: Kristen Fancher, Law Offices of Kristen Fancher, PLLC

Permit Hearing

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

Agenda:

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.
Board President Ronny Young called the Permit Hearing to order at 10:01 a.m.
2. Public Comment on the Production Permit Applications (verbal comments limited to three (3) minutes each).
No public comments.
3. Review the Production Permit Applications of:

Permit Amendment

- a. **Applicant:** FHQ Development Partners LP; 1900 North Akard St, Dallas, TX 75201
Location of Well:
 - **Fields No. 1:** Panther Creek Pkwy, Frisco, TX; Latitude: 33.192914 °N, Longitude: 96.849539 °W; About 1,100 feet north of Panther Creek Pkwy and about 3,355 feet west of Dallas North Tollway, in Denton County.**Purpose of Use:** Irrigation/Landscape; Filling Surface Impoundment(s)
Requested Amount of Use: 228,800,452 gallons per year
Production Capacity of Well: 1,500 gallons/minute

Aquifer: Trinity (Twin Mountains)

Amendment: Reduce annual permit amount from 242,500,452 gal/year to 228,800,452 gal/year.

General Manager Paul Sigle informed the Board that the current permit was approved 6-29-2022. The next two permits pertain to this original permit. The amendment to this permit is to reduce the annual permit amount from 242,500,452 gal/year to 228,800,452 gal/year. Discussion was held. Corrections will be made. Board Member Robert Todd made the motion with corrections to be made to approve this permit amendment. Board Member Allen McDonald seconded the motion. Motion passed unanimously.

New Production Permits

Applicant: FHQ Development Partners LP; 1900 North Akard St, Dallas, TX 75201

Location of Well (Fields No. 2): Frisco, TX; Latitude: 33.215584 °N, Longitude: 96.850419 °W; About 1,490 feet west of Legacy Dr and about 350 feet north of PGA Pkwy, in Denton County.

Purpose of Use: Filling Surface Impoundment(s)

Requested Amount of Use: 6,100,000 gallons per year

Production Capacity of Well: 25 gallons/minute

Aquifer: Woodbine

General Manager Paul Sigle reviewed Permits a and b together with the Permit Amendment. Board Member Allen McDonald made the motion to approve Permits a and b together. Board Member Leon Klement seconded the motion. Motion passed unanimously.

- a. **Applicant:** FHQ Development Partners LP; 1900 North Akard St, Dallas, TX 75201
Location of Well (Fields No. 3): Frisco, TX; Latitude: 33.217387 °N, Longitude: 96.856761 °W; About 675 feet south of W University Dr and about 1,210 feet east of Fields Rd, in Denton County.
Purpose of Use: Filling Surface Impoundment(s)
Requested Amount of Use: 7,600,000 gallons per year
Production Capacity of Well: 25 gallons/minute
Aquifer: Woodbine

Permits a and b were approved together.

- b. **Applicant:** Cross Timbers Water Supply Corp.; 2032 E. Hickory Hill Rd, Argyle, TX 76226.
Location of Wells:
- **Orchid Hill Replacement (new):** Orchid Hill Station, Copper Canyon, TX; Latitude: 33.112609°N Longitude: 97.103537°W; About 130 feet south of Orchid Hill Rd and about 1,257 feet east of Copper Canyon Rd, in Denton County.
 - **Orchid Hill P (existing):** Orchid Hill Station, Copper Canyon, TX; Latitude: 33.112609°N Longitude: 97.103537°W; About 120 feet south of Orchid Hill Rd and about 1,245 feet east of Copper Canyon Rd, in Denton County.
 - **Orchid Hill T (existing):** Orchid Hill Station, Copper Canyon, TX; Latitude: 33.112512°N Longitude: 97.10355°W; About 150 feet south of Orchid Hill Rd and about 1,240 feet east of Copper Canyon Rd, in Denton County.

- **Stonewood (existing):** Bartonville, TX; Latitude: 33.073763°N Longitude: 97.147343°W; About 530 feet west of the Jeter Rd/Porter Rd intersection, in Denton County.
- **Stargate Well (existing):** Bartonville, TX; Latitude: 33.086817°N Longitude: 97.140492°W; About 750 feet south of Hat Creek Rd and about 480 feet east of Hat Creek Ct, in Denton County.
- **Copper Hill Station (existing):** Copper Hill Station, Copper Canyon, TX; Latitude: 33.09974°N Longitude: 97.111618°W; About 375 feet north of Copper Hill Circle and about 925 feet west of Copper Canyon Rd, in Denton County.

Purpose of Use: Municipal/Public Water

Requested Amount of Use: 131,400,000 gallons/year

Production Capacity of Wells:

- **Orchid Hill Replacement:** 450 gallons/minute
- **Orchid Hill P:** 125 gallons/minute
- **Orchid Hill T:** 125 gallons/minute
- **Stonewood:** 550 gallons/minute
- **Stargate Well:** 650 gallons/minute
- **Copper Hill Station:** 220 gallons/minute

Aquifer: Trinity (Antlers)

General Manager Paul Sigle reviewed the permit with the Board. Board Member Greg Peters made the motion to approve the permit with the understanding that the replaced wells will be plugged. Board Member Robert Todd seconded the motion. Motion passed unanimously.

c. **Applicant:** Mustang Special Utility District; 7985 FM 2931, Aubrey, TX 7622.

Location of Wells:

- **Temple Dane (new):** FM 720, Aubrey, TX; Latitude: 33.20996°N Longitude: 96.97434°W; About 145 feet east of FM 720 and about 4,979 feet south of US 380 E, in Denton County.
- **Houlihan (existing):** Celina, TX; Latitude: 33.299818°N Longitude: 96.846793°W; About 235 feet east of Shelby Ln and about 1,645 feet north of FM 428, in Denton County.

Purpose of Use: Municipal/Public Water

Requested Amount of Use: 297,489,600 gallons/year

Production Capacity of Wells:

- **Temple Dane:** 750 gallons/minute
- **Houlihan:** 750 gallons/minute

Aquifer: Trinity (Antlers)

General Manager Paul Sigle reviewed the permit with the Board. Discussion was held. Board Member Greg Peters made the motion to approve the permit. Board Member Allen McDonald seconded the motion. Motion passed unanimously.

New Production Permit with Replacement Well Spacing Exception

a. **Applicant:** Mustang Special Utility District; 7985 FM 2931, Aubrey, TX 76227

Location of Wells:

- **Silverado Well 1A (new replacement):** FM 2931, Aubrey, TX; Latitude: 33.248428°N, Longitude: 96.950908°W; About 177 feet north of FM 2931 and about 380 feet east of the FM 2931/Private Rd 2708 intersection, in Denton County.

- **Silverado Well 1 (existing-to be replaced):** FM 2931, Aubrey, TX; Latitude: 33.248588°N, Longitude: 96.951121°W; About 228 feet north of FM 2931 and about 330 feet east of the FM 2931/Private Rd 2708 intersection, in Denton County.
- **Silverado Well 2 (existing):** Aubrey, TX; Latitude: 33.264973°N, Longitude: 96.966326°W; About 1.2 miles east of US 377 and about 0.5 miles south of Ike Byrom Rd, in Denton County.

Purpose of Use: Municipal/Public Water System

Requested Amount of Use: 147,744,800 gallons per year

Production Capacity of Wells:

- **Silverado Well 1A:** 750 gallons/minute
- **Silverado Well 1:** 700 gallons/minute
- **Silverado Well 2:** 750 gallons/minute

Aquifer: Trinity (Antlers)

General Manager Paul Sigle reviewed the permit with the Board. Discussion was held. Board Member Allen McDonald made the motion to approve the permit. Board Member Greg Peters seconded the motion. Motion passed unanimously.

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

Board President Ronny Young adjourned the permit hearing at 10:13 a.m.

Board Meeting

Agenda:

1. Pledge of Allegiance and Invocation

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

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

Board President Ronny Young called the meeting to order at 10:15 a.m.

3. Public Comment

There were no public comments at this time.

4. Consider and act upon approval of the minutes from the August 13, 2024, Board meeting.

Board President Ronny Young asked for approval of the minutes from the August 13, 2024, meeting. Board Member Allen McDonald made the motion to approve the minutes. Board Member Greg Peters seconded the motion. Motion passed unanimously.

5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2024-9-10-01.

General Manager Paul Sigle reviewed the liabilities with the Board. Discussion was held. Board Member Robert Todd made the motion to approve Resolution No. 2024-9-10-01. Board Member Leon Klement seconded the motion. Motion passed unanimously.

6. Receive reports from the following Committees*:

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

General Manager Paul Sigle reviewed the Financial Report with the Board. Discussion was held.

2. Consider and act upon the 2025 Operating Budget and Adopt Rate Schedule.

General Manager Paul Sigle informed the Board that the Budget Committee met and reviewed the proposed budget. Discussion was held. Rates stay same. Board Member Greg Peters made the motion to include approving the Rate Schedule with updated Failure to Submit Water Production Reports by the Deadline fees. Board Member Jimmy Arthur seconded the motion. Motion passed unanimously.

7. Consider and act upon confirming execution of Engagement Letter for Audit Services for Fiscal Year ending December 31, 2024.

General Manager Paul Sigle provided information for the Board. Board Member Allen McDonald made the motion confirming execution of Engagement Letter for Audit Services for Fiscal Year ending December 31, 2024. Board Member Robert Todd seconded the motion. Motion passed unanimously.

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

General Manager Paul Sigle informed the Board that GMA 8 held its meeting last week. Board Member Greg Peters attended the meeting. Three GAM model runs have been done. INTERA with James Beach has been selected as consultant for Professional Services Related to Development and Adoption of Desired Future Conditions for Aquifers within GMA 8. Mitchell Sodek, GMA 8 Chair, will negotiate a contract price which will be followed by an Interlocal Agreement. The total price for the project will be shared among the districts.

9. Discussion and possible action regarding the District's Drought Contingency Plan.

General Manager Paul Sigle discussed the draft Drought Contingency Plan with the Board. Discussion was held regarding water reduction and Board ability to reduce usage and non-essential usages. . The revised Plan is to be brought to the Board for review.

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

1. Hollyhock HOA Management Company, Texas Star Community Management

General Manager Paul Sigle provided background information. Discussion was held. Board Member Robert Todd made the motion to deny the request to waive the \$50 penalty fee. Board Member Leon Klement seconded the motion. Motion passed unanimously.

2. Triangle J Water Well Service

General Manager Paul Sigle provided background information for the Board. The Notice to Proceed expired March 4, 2023 and no extensions were applied for. The well was drilled April 2024. A completion Report was submitted with date completed as 4-2-24. The well was drilled without a current Notice to Proceed. This is a Major Violation to be enforced in the amount of \$500.00. Board Member Jimmy Arthur made the motion to enforce the Major Violation in the amount of \$500.00. Board Member Greg Peters seconded the motion. Motion passed unanimously.

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

a. District’s Disposal/Injection Well Program

Two wells were reported resulting in no issues.

b. Well Registration Summary

General Manager Paul Sigle reviewed the well registration summary with the Board. Eighteen wells were registered in August.

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

Discussion was held regarding developers using well water for vanity ponds when city water utilities are available. Would it be feasible to conduct a round table discussion with cities within the District to enact ordinances for restricting wells when City water is available? What would be the legalities of this issue? Discussion was held.

13. Adjourn public meeting

Board President Ronny Young declared the meeting adjourned at 11:03 a.m.

#####

Recording Secretary

Secretary-Treasurer

ATTACHMENT 5

RESOLUTION NO. 2024-10-08-01

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

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	<u>Amount</u>
GTUA - September	26,670.77
<u>Direct Costs</u>	
Ronnie Young - August & September mileage to BOD meeting	58.96
NexTraq - October 2024 GPS Tracking	36.95
<u>Legal</u>	
Kristen Fancher PLLC - services through 9/30/24	3,108.00
<u>Legal- Injection</u>	
Sledge Law - August 2021	1,183.50
<u>Legal-Legislative</u>	
Lloyd Gosselink - For services through August 2024	2,475.00
<u>Meetings & Conferences</u>	
Pilot Point ISD - Meeting Room	75.00
<u>Refunds</u>	
M5 Drilling Company - Driller sold company refunded driller deposits on account	100.00
<u>Transportation</u>	
Grayson County Tax Assessor Bruce Stidham - Registration Fee for 2022 F150	7.50
Whistlestop Car Spa - State Inspection for 2019 F150	7.00
<u>Well Injection Monitoring</u>	
Statewide Plat Services - July & August services	107.80
GRAND TOTAL:	<u><u>\$ 33,830.48</u></u>

On motion of _____ and seconded by _____ the foregoing Resolution was passed and approved on this, the 8th day of October, 2024 by the following vote:

AYE:

NAY:

President

Secretary/Treasurer

1000 AM
DECEMBER 12 2023
AMERICA

DEPT OF HEALTH & HUMAN SERVICES
2101 CONSTITUTION AVENUE
WASHINGTON, DC 20037

ATTACHMENT 6 a. - i.

DEPT OF HEALTH & HUMAN SERVICES

DISTRICT
CONSERVATION
CROSSCOUNTRY
BED STAIR

NORTH TEXAS GROUNDWATER

Balance Sheet

As of September 30, 2024

ASSETS

Current Assets

Checking/Savings

10001 Checking Account	565,828.05
10005 Cash-Index Account	20,203.78
10008 Cash - Tex Star	441,339.12
10010 Investment	3,413,371.69
10025 Accounts Receivable	27,771.44
10030 A/R Well Applications	-5,267.20
10033 A/R Penalties	2,200.00
10070 A/R Liens	14,000.00
10026 Allowance for Uncollectib	-29,887.36
12001 Prepaid Expenses	4,308.75

TOTAL ASSETS 4,453,868.27

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

23100 Accounts Payable	3,796.50
23150 Well Drillers Deposits	24,300.00

Total Liabilities 28,096.50

Equity

35100 Retained Earnings	4,262,231.87
Net Income	163,539.90

Total Equity 4,425,771.77

TOTAL LIABILITIES & EQUITY 4,453,868.27

**NORTH TEXAS GROUNDWATER
Profit Loss Budget vs. Actual
September 30, 2024**

	TOTAL				
	Sept 2024	1 mo. Budget	YTD Actual	Total Budget	% of Budget remaining
Ordinary Income/Expense					
Income					
46003 - Registration Fees	3,800.00	2,916.00	37,700.00	35,000.00	-7.71%
46004 - Well Driller Fees	0.00	0.00	0.00	0.00	0.0%
46005 - PRODUCTION FEES	-1.78	0.00	408,114.59	870,000.00	53.09%
46006 Income GMA8	0.00	0.00	130,864.76	281,735.00	53.55%
46007 - Penalties	500.00	0.00	4,500.00	0.00	0.0%
46008 - Online Pay Fees	156.60	0.00	1,082.16	1,000.00	-8.22%
46015 Late Fees	1,767.73	0.00	47,053.76	0.00	0.0%
Total Income	<u>6,222.55</u>	<u>2,916.00</u>	<u>629,315.27</u>	<u>1,187,735.00</u>	<u>47.02%</u>
Gross Profit	6,222.55	2,916.00	629,315.27	1,187,735.00	47.02%
Expense					
77010 ADMINISTRATIVE					
77013 Admin-Secretarial	796.25	1,250.00	6,401.50	15,000.00	57.32%
77014 Admin-Project Coordinator	71.25	417.00	1,125.75	5,000.00	77.49%
77015 Admin-GM	4,500.00	5,500.00	44,853.00	66,000.00	32.04%
77016 Admin-Clerical	2,353.75	3,917.00	23,851.66	47,000.00	49.25%
77040 ADMIN-MILEAGE	140.38	333.00	1,655.71	4,000.00	58.61%
77025 ACCOUNTING	2,703.00	2,750.00	27,198.42	33,000.00	17.58%
77027 AUDITING	0.00	0.00	9,500.00	6,206.00	-53.08%
77035 BAD DEBT	468.85	0.00	468.85	0.00	0.0%
77050 BANKING FEES	98.07	167.00	1,441.17	2,000.00	27.94%
77100 GMA8 MODELING	0.00	26,302.00	144,136.50	315,619.00	54.33%
77150 CONSULTING-HYDROGEO SVC	0.00	4,392.00	27,054.25	52,700.00	48.66%
77325 DIRECT COSTS-REIMB	554.86	500.00	4,056.14	6,000.00	32.4%
77450 DUES & SUBSCRIPTION	0.00	650.00	5,000.00	7,800.00	35.9%
77480 EQUIPMENT	0.00	167.00	0.00	2,000.00	100.0%
77485 Equipment Database	0.00	4,167.00	3,421.50	50,000.00	93.16%
77500 FEES-GMA8	115.80	0.00	512.87	2,000.00	74.36%
77550 FIELD TECH	9,581.14	15,833.00	93,124.44	190,000.00	50.99%
77560 Field Permitting/Geologis	4,475.00	5,417.00	46,511.00	65,000.00	28.44%
77650 FUEL/MAINTENANCE	805.71	417.00	3,559.19	5,000.00	28.82%
77800 INJECTION WELL MONITORING	0.00	58.00	433.40	700.00	38.09%
77810 INSURANCE & BONDING	478.75	581.00	4,674.75	6,975.00	32.98%
77970 LEGAL					
77975 Legal-Injection	0.00	833.00	4,506.00	10,000.00	54.94%
77980 Legal-Legislation	0.00	2,500.00	8,726.77	30,000.00	70.91%
77970 LEGAL - Other	3,108.00	5,000.00	23,240.00	60,000.00	61.27%
78010 MEETINGS & CONFERENCES	785.22	583.00	4,891.51	7,000.00	30.12%
78310 Rent	200.00	200.00	1,800.00	2,400.00	25.0%
78600-SOFTWARE MAINT	0.00	208.00	1,801.64	2,500.00	27.93%
78610 TELEPHONE	299.20	317.00	2,687.63	3,800.00	29.27%
78780 Well Monitoring/Testing	-165.00	1,350.00	18,759.96	16,200.00	-15.8%
Total Expense	<u>31,370.23</u>	<u>83,809.00</u>	<u>515,393.61</u>	<u>1,013,900.00</u>	<u>49.17%</u>
Other Income/Expense					
Other Income					
46100 INTEREST INC	23,441.24	8,333.00	52,398.33	100,000.00	47.6%
Total Other Income	<u>23,441.24</u>	<u>8,333.00</u>	<u>52,398.33</u>	<u>100,000.00</u>	
Net Other Income	<u>23,441.24</u>	<u>8,333.00</u>	<u>52,398.33</u>	<u>100,000.00</u>	
Net Income	<u><u>-1,706.44</u></u>	<u><u>-72,560.00</u></u>	<u><u>166,319.99</u></u>	<u><u>273,835.00</u></u>	

ATTACHMENT 6 b. - i.



COLLIN COUNTY - COOKE COUNTY - DENTON COUNTY

General Manager’s Quarterly Report

Date: September 30, 2024

North Texas GCD Management Plan

This quarterly briefing is being provided pursuant to the adopted Management Plan for the quarter ending September 30, 2024.

Well Registration Program:

Current number of wells registered in the District: **3,503**

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

Well Inspection/Audit Program:

**2024
Well Inspections**

Month	Collin	Cooke	Denton	Total
January	1	24	3	28
February	11	9	26	46
March	3	8	33	44
April	5	15	58	78
May	5	4	35	44
June	6	5	14	25
July	10	2	20	32
August	2	7	27	36
September	3	24	16	43
October				
November				
December				
Total	46	98	232	376

Number of Exempt wells inspected (as of September 30, 2024)

County	Number of Wells Inspected (2024)	Total Number of Completed Wells*	%
Collin	6	198	3%
Cooke	42	874	5%
Denton	67	1501	4%
Total	115	2573	4%

Number of Non-Exempt wells inspected (as of September 30, 2024)

County	Number of Wells Inspected (2024)	Total Number of Completed Wells*	%
Collin	37	157	24%
Cooke	55	98	56%
Denton	152	494	31%
Total	244	749	33%

*Plugged wells have been excluded

*Total number of completed wells is estimated.

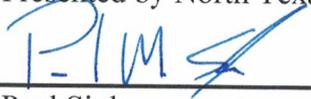
- Assumptions
 - Wells that have completion dates are assumed to be complete.
 - Wells with application dates through 6/8/2023 are assumed to be complete.
 - Wells that have been inspected are assumed to be complete.

ATTACHMENT 6 c. – i.

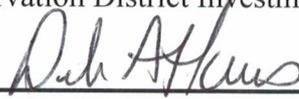
North Texas Groundwater Conservation District
Quarterly Investment Report
For the Quarter Ended
September 30, 2024

The investment portfolio of the North Texas Groundwater Conservation District is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Presented by North Texas Groundwater Conservation District Investment Officers:



Paul Sigle
General Manager



Debi Atkins
Finance Officer

Book/Market Value Comparison

Description	Coupon/ Discount	Maturity Date	June 30, 2024		September 30, 2024		
			Face Amount/ Par Value	Book/Market Value	Face Amount/ Par Value	Book/Market Value	
					Sales/Adjust/ Call Maturity	Purchases/ Adjustments	
Independent (DDA)	1.25%	6/30/2024	\$ 1,014,207.05	\$ 1,014,207.05	\$ 915,062.03	\$ 565,828.05	\$ 565,828.05
Independent (ISS)	0.10%	6/30/2024	20,200.36	20,200.36		\$ 20,203.78	\$ 20,203.78
TexStar	5.132%	6/30/2024	1,081,920.60	1,081,920.60		\$ 441,339.12	\$ 441,339.12
East West CD	5.000%	9/3/2024	451,999.73	451,999.73	1,070,000.00	\$ -	\$ -
East West CD	5.620%	9/16/2024	405,713.30	405,713.30	451,999.73	\$ -	\$ -
East West CD	5.179%	12/16/2024	411,368.32	411,368.32	405,713.30	\$ 411,368.32	\$ 411,368.32
East West CD	5.430%	12/30/2024				\$ 550,000.00	\$ 550,000.00
East West CD	5.110%	3/3/2025	463,363.16	463,363.16		\$ 463,363.16	\$ 463,363.16
East West CD	5.090%	3/14/2025	416,640.48	416,640.48		\$ 416,640.48	\$ 416,640.48
East West CD	5.310%	4/2/2025				\$ 550,000.00	\$ 550,000.00
East West CD	4.490%	6/3/2025				\$ 477,818.17	\$ 477,818.17
East West CD	5.180%	7/2/2025				\$ 570,000.00	\$ 570,000.00
			\$ 3,457,924.54	\$ 3,457,924.54	\$ 2,842,775.06	\$ 4,466,561.08	\$ 4,466,561.08

Investment Holdings
9/30/2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
Independent (DDA)		1.25%	10/1/2024	9/30/2024	\$ 565,828.05	\$ 565,828.05	1.00	\$ 565,828.05	1	1.25%
Independent (ISS)		0.10%	10/1/2024	9/30/2024	\$ 20,203.78	20,203.78	1.00	20,203.78	1	0.10%
TexStar		5.132%	10/1/2024	9/30/2024	\$ 441,339.12	441,339.12	1.00	441,339.12	1	5.076%
East West CD		5.050%	12/16/2024	12/14/2023	411,368.32	411,368.32	1.00	411,368.32	77	5.179%
East West CD		5.430%	12/30/2024	7/2/2024	\$ 550,000.00	550,000.00	1.00	550,000.00	91	5.580%
East West CD		5.240%	3/3/2025	3/1/2024	463,363.16	463,363.16	1.00	463,363.16	154	5.240%
East West CD		5.220%	3/14/2025	3/14/2024	416,640.48	416,640.48	1.00	416,640.48	165	5.220%
East West CD		5.310%	4/2/2025	7/2/2024	\$ 550,000.00	550,000.00	1.00	550,000.00	184	5.450%
East West CD		4.490%	6/3/2025	9/3/2024	477,818.17	477,818.17	1.00	477,818.17	246	4.590%
East West CD		5.180%	7/2/2025	7/2/2024	\$ 570,000.00	\$ 570,000.00	1.00	\$ 570,000.00	275	5.320%
					<u>\$ 4,466,561.08</u>	<u>\$ 4,466,561.08</u>			<u>1195</u>	
Weighted Ave Maturity in yrs									(1)	0.14

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

ATTACHMENT 7



AGENDA COMMUNICATION

DATE: October 4, 2024

SUBJECT: AGENDA ITEM NO. 7

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

REVIEW AND ACT UPON APPROVAL OF INVESTMENT POLICY

ISSUE

Review and act upon the Investment Policy as required by the Public Funds Investment Act ("PFIA").

BACKGROUND

The North Texas Groundwater Conservation District initially adopted an Investment Policy in 2012. This policy is required to be reviewed annually in order to comply with Public Funds Investment Act. During this last legislative session, nothing changed in regard to the PFIA act that would necessitate any amendments to our current policy. The policy states that the Board of Directors will approve broker/dealers and PFIA training sources on an annual basis. Below, is a list of the broker/dealers and PFIA training sources:

Independent training sources:

- Association of Water Board Directors
- Texas Rural Water Association
- Texas Water Utilities Association
- Government Finance Officers' Association
- Government Finance Officers' Association of Texas
- Government Treasurers' Organization of Texas
- Council of Governments
- University of North Texas Center for Public Management
- American Institute of Certified Public Accountants
- Association of Governmental Accountants

Broker/Dealer List:

- BOKF Financial
- FTN Financial
- Multi-Bank Securities
- SAMCO Capital Markets
- Wells Fargo Securities

STAFF RECOMMENDATIONS

The staff recommends adopting the Investment Policy as well as the broker/dealers and PFIA training sources.

ATTACHMENTS

Draft Investment Policy
Resolution

EXHIBIT "A"

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

INVESTMENT POLICY

APPROVED: May 14, 2024
Proposed October 8, 2024

EXHIBIT "A"

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

INVESTMENT POLICY

1.01 PURPOSE

This policy with respect to district investments has been adopted by the Board of Directors (the "Board") of North Texas Groundwater Conservation District (the "District") to establish the principles and criteria by which the funds of the District should be invested and secured (a) to preserve the principal, (b) to earn interest, (c) to address investment diversification, yield, and maturity, (d) to fulfill the duties of the designated Investment Officer of the District, (e) to comply with the types of authorized investments and to specify the maximum allowable stated maturity of the District's investments, and (f) to comply with the provisions of Texas law related to the investment and security of funds applicable to groundwater conservation districts ("Investment Laws"). The provisions of Chapter 36 of the Texas Water Code relating to investments and securities, the Public Funds Investment Act (the "Act") as amended in Chapter 2256 of the Texas Government Code, and other appropriate statutes are applicable to the investment of the District's funds.

1.02 POLICY OF INVESTMENT

- A. The preservation of principal shall be the primary concern of the District and the District Investment Officer. To the extent that the principal is protected, District funds shall be invested to yield the highest possible rate of return to meet the current and future financial needs of the District and to maintain liquidity, all while taking into consideration the strength of the financial institution, and complying with any Internal Revenue Code laws or regulations and procedures set forth in any bond resolutions or orders, adopted from time to time by the Board. Funds of the District shall be invested by the District's staff in accordance with the policy. Any resolution or order adopted by the Board relating to investment policies or procedures shall be in writing and shall be made available to requesting members of the public.
- B. Investment of funds shall be governed by the following investment objectives, in order of priority:
 - 1. Understanding suitability of investments to the District's requirements;
 - 2. Preservation and safety of principal;
 - a. Credit risk - the District will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment
 - b. Interest rate risk - the District will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates
 - 3. Liquidity;
 - 4. Marketability prior to maturity of each investment;
 - 5. Diversification; and
 - 6. Yield.

- C. The investment of the District's funds should be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching securities with cash flow dates will normally increase yield, will lock in higher yields, and reduce the need to sell securities prior to maturity, thus reducing market risk.

1.03 DELEGATION OF INVESTMENT AUTHORITY

- A. The Board shall designate by resolution one or more officers and/or General Manager, Finance Officer and Sr Accountant of the District to be responsible for the investment of its funds and be the District's Investment Officer(s). The Board resolution shall also authorize the Investment Officer to engage in investment transactions, deposit, withdraw, wire funds for investments, transfer and manage funds on behalf of the District. However, there shall be no transfer, expenditure, or appropriation of District funds, other than a transfer of the funds from one District account to another account of the District as stated above, unless by check or draft signed by two (2) members of the Board or authorized by separate order or resolution of the Board.
- B. The Investment Officer is responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. The Board retains ultimate fiduciary responsibility.
- C. The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this Investment Policy. Procedures will include reference to safekeeping, wire transfer agreements, banking services contracts, and other investment related activities.
- D. All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.
- E. The Investment Officer's authority is effective until the District rescinds the authority or until: (1) termination of employment with the District for an Investment Officer who is an employee of the District; or (2) vacating the office of director for an Investment Officer who is a director of the Board.
- F. An officer or employee of a regional planning commission, council of governments or similar regional planning agency created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under this policy.
- G. No person may deposit, withdraw, invest, transfer, or manage in any other manner funds of the District without the express written authority of the Investment Officer.
- H. Obtain and review competitive rates from qualified investment providers, financial institutions and broker/dealers.

1.04 PRUDENT PERSON RULE

- A. The actions of the Investment Officer in the performance of his or her duties as manager of the District's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.
- B. The Investment Officer acting in accordance with written procedures exercising due diligence shall be relieved by personal responsibility for an individual security's performance provided that deviations from expectations are reported in a timely fashion to the governing body and appropriate action is taken to control adverse developments.

1.05 INVESTMENT STRATEGY BY FUND

Funds in the District accounts shall be invested by the Investment Officer as follows:

- a. Capital Projects Account: The District may choose to have a Capital Projects Account from time to time, and, if so, shall maintain as its primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District while preserving the safety of principal with regard to monies collected or allocated for such fund.
- b. Operating Account: Funds in this account shall be invested to meet the operating requirements of the District as determined by the annual operating budget of the District, or by resolution of the Board.
- c. Debt Service Account: Funds in this account shall be invested to meet the debt service requirements of the District. In order to accomplish this, the District will invest such funds in amounts and maturity dates that most likely match the debt service requirements of the District.

1.06 AUTHORIZED INVESTMENTS

- A. Acceptable investments under this Policy shall be limited to the instruments listed below and as further described by the Act. If additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment by the District until this Policy has been amended and the amended version is adopted by the Board:
 - 1. Obligations of the United States Government, its agencies and instrumentalities, , including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations, and real estate mortgage investment conduits; not to exceed two years to stated maturity,;
 - 2. Fully insured by the Federal Deposit Insurance Corporation (FDIC), or its successor; or the National Credit Union Share Insurance Fund (NCUSIF), or its successor, or, secured by obligations authorized by the Public Funds Collateral Act or collateralized certificates of deposit and other forms of deposit placed in compliance with the Act from any bank doing business in the State of Texas and under

the terms of a written depository agreement with that bank, not to exceed one year to stated maturity, to include certificates of deposit purchased through the CDARS program with a Texas bank; and

3. AAA-rated, constant dollar Texas Local Government Investment Pools as defined by the Act.

B. Bids for investments, including certificates of deposit, may be solicited:

1. Orally;
2. In writing;
3. Electronically; or
4. In any combination of those methods.

C. All purchases of securities shall be made on a delivery versus payment basis assuring that no District funds are released before the security is received by the custodian.

1.07 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

A. All investments made by the District will be made through either the District's banking services bank or an approved broker/dealer. The Board will review the list of broker/dealers annually. A list of at least three broker/dealers will be maintained of approved investment broker/dealers. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 153C-1 (uniform net capital rule).

B. Securities broker/dealers supply the following as appropriate and when requested:

1. Proof of certification by the Financial Industry Regulatory Authority (FINRA) and provision of FINRA CRD number,
2. Audited financial statements, and
3. Proof of current registration with the Texas State Securities Board.

C. Every broker/dealer and bank with which the District transacts business will be provided a copy of this Investment Policy for review a qualified representative of the business organization shall execute a written instrument substantially to the effect that the organization has received and reviewed this policy. The business organization acknowledges the implementation of procedures and controls to preclude imprudent investment activities that are not authorized by the Investment Policy

1.08 SAFEKEEPING AND COLLATERALIZATION

A. Safekeeping of District Owned Securities.

1. All purchased securities shall be cleared to safekeeping on a delivery versus payment basis and held in safekeeping by an independent third party financial institution, or the District's banking services depository.
2. All safekeeping arrangements shall be approved by the Investment Officer and an agreement of the terms executed in writing. The independent third party custodian shall be required to issue safekeeping receipts to the District listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is being held for the

District or pledged to the District.

B. Securities Pledged as Collateral

1. All securities pledged to the District for all bank time or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank from which securities are pledged.
2. Collateralization is required on all time and demand deposits over the FDIC insurance coverage.
 - a. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level will be 102% of the deposit amount plus accrued interest on the deposit, less the applicable level of FDIC or NCUSIF insurance. . The minimum level of Letters of Credit shall be 100% of principal plus anticipated accrued interest, less the applicable level of FDIC or NCUSIF insurance.
 - b. Collateral will be held by an independent third party custodian. The custodian shall provide a written monthly report directly to the District listing all pledged collateral by description and par at a minimum. The investment officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.
 - c. If the collateral pledged for a deposit falls below the deposit value of the deposit, plus accrued interest, less FDIC insurance, the institution holding the deposit will be notified by the investment officers and will be required to pledge additional collateral no later than the end of the next business day.

C. Authorized Collateral

1. The only types of collateral authorized by the District are:
 - a. Obligations of the U. S. Government, its agencies and instrumentalities including mortgage-backed securities which pass the bank test.
 - b. Obligations of a state or subdivision, city, county, school district of any state which is rated A or better by two nationally recognized rating agencies.
 - c. Letters of Credit issued by a Federal Agency or Instrumentality.
2. If the depository proposes a collateral pooling program, the Investment Officer will review and evaluate the program's risk and cost to the District for presentation to the Board. The pooling of collateral allows a bank to create a pool of securities for collateral purposes for multiple governments and will not result in securities pledged directly/specifically to each government.
3. Collateralized deposits often require release or substitution of collateral. Any broker/, dealer, or financial institution may automatically collateral of equal or greater value than the replaced security. The investment officers, or a designee, must provide written notification of the decision to the custodian/safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative

problems and transfer expense. The investment officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

1.09 INVESTMENT TRAINING

- A. The Investment Officer shall attend training, as required by Water Code 36.1561, from an independent source approved by the Board involving at least six (6) hours of instruction. The initial training shall occur within 12 months after the Investment Officer takes office or assumes his or her duty. The Investment Officer shall attend an investment training session not less than once in a two-year period and receive not less than four (4) hours of instruction related to the duties and investment responsibilities under Subchapter 2256 of the Act from an independent source approved by the Board.
- B. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

1.10 REPORTING AND PERFORMANCE EVALUATION

- A. The Investment Officer shall submit a monthly report to the District Manager.
- B. Not less than quarterly, the Investment Officer shall prepare and submit to the Board a written report of investment transactions for all funds subject to this policy for the preceding reporting period. The report must:
 - 1. Describe in detail the District's investment position on the date of the report;
 - 2. Be prepared by the Investment Officer;
 - 3. Be signed by the Investment Officer;
 - 4. State the maturity date of each separately invested asset that has a maturity date;
 - 5. State the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested; and
 - 6. State the compliance of the investment portfolio of the District with:
 - a. The investment strategy expressed in the District's Investment Policy; and
 - b. Relevant provisions of the Act.
- C. Market prices for market evaluations will be obtained from an independent source.
- D. In addition, the report shall explain the quarter's total investment return and compare the return with budgetary expectations.
- E. All reports shall be in compliance with the Act.

1.11 MISCELLANEOUS

- A. The District, in conjunction with its annual financial audit, shall perform a compliance audit of

RESOLUTION NO. 2024–10-2

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT RELATING TO AN INVESTMENT POLICY

WHEREAS, the North Texas Groundwater Conservation District (“District”) was created by an act of the 81st Legislature on May 19, 2009, R.S., ch. 248, 2009 Tex. Gen. Laws 686, codified at TEX. SPEC. DIST. LOC. LAWS CODE ANN. ch. 8856 ; and

WHEREAS, the District has a responsibility of approving investments for the resources in its care and custody; and

WHEREAS, the Staff and Board has reviewed this document and believes it to be in conformance with the State statutes regarding the investment of public funds;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT AS FOLLOWS:

1. The Investment Policy attached as Exhibit “A” is hereby re-adopted by this resolution and shall be in full force until further change by Board action.
2. The District’s Investment Officers are designated by this resolution to be the Secretary of the Board of Directors, the General Manager, Paul Sigle, and the Finance Officer, Debi Atkins, and Lisa Lee, Senior Accountant.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this 8th day of October, 2024 by the following vote:

AYE:

NAY:

ABSTAIN:

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

President

ATTEST:

Secretary-Treasurer

ATTACHMENT 8

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “Agreement”) is made and entered into this 7th day of August 2024, (“Effective Date”), by and between North Texas Groundwater Conservation District, with an address of 5100 Airport Drive, Denison, Texas 75020 (the “Client”) and LRE Water, LLC, with an address of 1101 Satellite View #301, Round Rock, TX 78665 (the “Consultant”). Client and Consultant are referred to herein individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Client is engaged in the business of providing irrigation water to land owners within the boundaries of the Client’s service area;

WHEREAS, Client, in the course of its aforementioned operations, regularly and customarily enters into contracts with independent Consultants for the performance of consulting services relating thereto; and

WHEREAS, Consultant represents that it has professional engineering and consulting services to provide Client advice and consultation regarding water engineering, water consulting and other services including the development of a centralized database and interactive management and visualization tools for the telemetry and SCADA data managed or used by the Client.

NOW, THEREFORE, with respect to the foregoing and for good consideration, the Parties do covenant and agree as follows:

1. Scope. The “Services” to be performed by Consultant under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A (“Task Order”), attached hereto and incorporated herein by reference. Client shall not be obligated to call upon Consultant for the performance of any Services and Consultant shall not be obligated to accept any Services and/or task order at the request of Client.
2. Task Order Process. Upon the request of Client, Consultant shall prepare a Task Order that contains an identification of the project (“Project”), description of the Services, compensation to be paid to Consultant for the performance of the Services (“Compensation”), and a proposed schedule for the performance (“Project Schedule”) for the Services. Upon mutual agreement of the Parties, the Task Order shall be finalized and executed by the Parties. The effective date of the Task Order will be as set forth in the individual Task Order. In the event of a conflict between the terms and provisions of a Task Order and the text of this Agreement, the text of this Agreement shall control.

3. Term. This Agreement shall remain in full force and effect continuously until either Party cancels this Agreement with a minimum of sixty (60) days advance notice in writing to the other Party. However, any such termination shall not relieve Client of any Compensation Consultant is due for the Services performed under such Task Orders.

4. Independent Consultant Relationship. In the performance of any Services by Consultant for Client, Consultant shall be deemed to be an independent Consultant, with the authority and right to direct and control all of the details of the Services, Client being interested only in the results obtained. However, all Services contemplated shall meet the approval of Client and shall be subjected to the general right of inspection. Client shall have no right or authority to supervise or give instructions to the employees, agents, subcontractors or representative of Consultant, but such employees, agents, subcontractors or representatives at all times shall be under the direct and sole supervision and control of Consultant. It is the understanding and intention of the Parties hereto that no relationship of master and servant, principal and agent or employer and employee shall exist between Client and Consultant, its employees, agents, or representatives.

5. Payment. Client shall pay Consultant within 45 days of receipt of each invoice for the Services and/or equipment or materials furnished by Consultant at the rate and upon the terms stipulated in the Task Orders, subject to same being accepted by Client as complying with the terms, conditions, specifications and requirements of this Agreement and such Task Order. Notwithstanding the approval for payment of any invoice submitted, Client shall have the right to withhold any payments until Consultant has furnished (i) verification of performance of Services in a manner satisfactory to Client; (ii) verification of delivery of the goods or equipment to which such payment relates, either in part or in full, in a manner satisfactory to Client; (iii) proof that any claims, to the extent such claims exist, against Consultant by Consultant's suppliers, Consultants and Consultants for labor, goods, and equipment furnished in connection with Consultant's obligations under this Agreement have been fully paid and satisfied; and (iv) proof that any liens and privileges, to the extent such liens and privileges exist, of Consultant's suppliers, Consultants and Consultants arising out of the Services or goods or equipment furnished in connection with Consultant's obligations under this Agreement have been fully released.

6. Liens. Consultant agrees to promptly pay all claims for labor, materials, services, and supplies furnished by Consultant hereunder and agrees to allow no lien or charge to be fixed upon property of Client for which Consultant has been paid. Consultant agrees to indemnify and hold Client harmless from and against all such claims or indebtedness incurred by Consultant in connection with the Services provided hereunder, including court costs, expenses, and reasonable attorneys' fees, Client incurs because of the lien or its discharge. It is agreed that Client shall have the right to pay any such claims or indebtedness out of any money due or to become due to Consultant hereunder. Notwithstanding the foregoing, Client agrees that it will not pay any such claim or indebtedness as long as same is being actively contested by Consultant and Consultant has taken all actions necessary (including the posting of a bond when appropriate) to



protect the property interests of Client and any other party affected by such claim or indebtedness.

7. Confidentiality. Consultant covenants and agrees that all information submitted to it by Client under this Agreement will be considered proprietary, confidential and the property of the Client and will be used only for the purpose of carrying out the Services under the Agreement and approved Task Orders. Consultant agrees not disclose any of the information submitted to it by Client under this Agreement, except if the information (i) is in or (other than by act attributable to the Consultant) passes into the public domain; (ii) was in the possession of the Consultant prior to disclosure thereof by or on behalf of the Client; (iii) is disclosed to the Consultant by a third party as a matter of right and without restriction on disclosure who lawfully possesses such information and who did not acquire it directly or indirectly from the Client; (iv) is disclosed pursuant to the order or requirement of a government body, court or administrative agency; or (v) is independently developed by Consultant or its employees without access to the information disclosed hereunder.

8. Insurance. Consultant shall procure and maintain insurance in the minimum amounts outlined below:

General Liability – Including contractual with limits of not less than:

\$1,000,000 Per Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

Automobile Liability – With limits of not less than: \$1,000,000 Combined Single Limit

Workers' Compensation – Applicable statutory minimums.

Professional liability – (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.

Prior to performing any Services, Consultant shall provide to Client Certificates of Insurance evidencing such insurance coverage.

9. Indemnity. Consultant agrees to indemnify and hold harmless Client, its officers, directors, employees, and invitees (individually and collectively, "Client Group"), from and against all loss or damage for bodily injury, illness, or death or damage to or loss of property, to the extent caused by the negligence of Consultant in the performance of the Services. This obligation to indemnify Client Group shall not impose any obligation on Consultant that exceeds the Limitation of Liability provisions set forth below.



Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, subConsultants, and invitees (individually, and collectively, “Consultant Group”) from and against all loss or damage for bodily injury, illness, or death or damage to or loss of property, to the extent caused by the negligence of Client.

Both Parties will carry at least the minimum insurance limits described above in support of the indemnity agreements contained herein, and name the other as additionally insured.

This Section shall survive the expiration or termination of this Agreement.

10. Third Party Beneficiaries. 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 Consultant. The Consultant services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved to carry out the intent of this provision.

11. Limitation of Liability. In recognition of the relative risks and benefits of the project to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its officers, employees, and sub-consultants, to Client and all of Client’s Consultants and subconsultants, for any and all claims, losses, costs, damages of any nature whatsoever; or claims expenses from any cause or causes, including reasonable attorneys’ fees and costs and expert witness fees and costs, so that the total aggregate liability of Consultant to Client shall not exceed the total amount of \$1,000,000 or the total fees billed under a specific Task Order, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. Consequential Damages. Notwithstanding anything to the contrary herein, in no event shall either Party hereto be liable to the other for any special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity or loss of prospective revenue, arising out of this Agreement, however same may be caused. This Section shall survive the expiration or termination of this Agreement.

13. Standard of Care. In providing Services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the Parties, the Consultant will, without additional compensation, correct those Services not meeting such a standard.



14. Compliance. Consultant shall comply with all laws, rules, and regulations which are now or may become applicable to the Services covered by this Agreement or arising out of the performance of such Services.

15. Safety. Consultant shall continuously maintain adequate protection of all its services from damage, and shall protect the Client's property from injury or loss arising in connection with the Services. Relative to performance of the Services, Consultant, in recognition of the scope of services, the specifics of the service location, and in Consultant's capacity as an independent Consultant which is experienced in the kinds of services to be undertaken hereunder, agrees to provide all necessary training, safety equipment, safety instructions and a written safety plan for the safety of its employees, representatives, SubConsultants, if any, and others who may be at the work location pursuant to the requirements, invitation or permission of Consultant. Upon execution of this agreement, Consultant shall provide Client with Consultant's written Safety Plan, as necessary for work on the Client's property. In addition to the foregoing, Consultant agrees to comply with any safety requirements of Client.

16. Reports of Accidents and Environmental Incidents. In the event of (i) an accident and/or occurrence resulting in bodily injury or death, (ii) a spill or release of pollutants and/or contaminants, (iii) pollution of the environment, (iv) damage to property or (v) any other emergency arising out of or during the course of the Services, Consultant shall report the incident immediately to Client.

17. Anti-Discrimination. Consultant, its officers, directors, employees and subconsultants, hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. Consultant, its officers, directors, employees and subconsultants shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

18. Assignment. Consultant may not assign this Agreement or subcontract any Services to be performed hereunder without the prior written consent of Client.

19. Notices. All notices required hereunder shall be in writing and shall be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party at the address first written above for such Party. Notice shall be deemed given and effective the day personally delivered, the date after being sent by overnight courier or three (3) business days after deposit in the U.S. mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or when actually received, if earlier. Any Party may change the address for notice by notifying the other of such change in accordance with this Section.



20. No Waiver. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

21. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement resulting from the acts of God, civil or military authority, material change of law, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any similar or dissimilar cause beyond the reasonable control of either Party.

22. Applicable Law. This Agreement shall be governed by the laws of the State where the Services are performed or the project is located without regard to conflict of law principles, and shall be binding on the Parties and their successors and assigns.

23. Captions. The headings of this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any provision hereof.

24. Severability. The provisions of this Agreement are severable; if any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.

25. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, all of which together shall constitute but one and the same instrument.

26. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and Client. Each such Party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The Parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.

27. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement and expression of the agreement among the Parties hereto relating to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this



Agreement. This Agreement upon its execution and delivery constitutes a valid and binding agreement of the Parties, enforceable in accordance with its terms, and may be modified and amended only by a written instrument duly executed by both Parties.

IN WITNESS WHEREOF, the Consultant and the Client have executed this Agreement as of the date first written above.

**North Texas Groundwater LRE WATER, LLC
Conservation District**

By: _____	By: _____
Printed Name: "[Enter Name]"	Printed Name: William H. Fronczak, P.E., Esq.
Title: "[Enter Title]"	Title: Vice President Risk Management
Date: "[Enter Date]"	Date: _____

This Agreement contains Limitation of Liability and Indemnity provisions. Please read carefully.





To: Paul Sigle, General Manager
Greater Texoma Utility Authority

From: Wallace Darling, GIT
Kelly Close, PE
LRE Water, LLC

Date: 9/12/2024

Subject: Database Management System - Task Order 2

Dear Paul & Members of the North Texas and Red River GCD Board of Directors,

We are pleased to submit the attached Task Order 2 for your review. This document outlines the services we propose to enhance and improve your database management system, DripDrop. The scope of work and associated costs reflect our discussions during recent meetings and are prioritized according to your team's needs.

As we move forward, it's important to note that working with legacy code and an existing system developed by others can present unforeseen challenges. In order to account for any issues that might not become evident until we begin implementation, we have doubled our initial cost estimates for each task. This approach ensures we are fully prepared to address any underlying complexities that may arise during development.

That said, this budget increase is a precautionary measure only, implemented based on our experience in completing the Task Order 1 assignment. LRE will only bill for the Time & Materials actually needed to complete all tasks detailed on this Task Order 2. We hope tasks can be completed easily and require less effort, thereby minimizing project costs. Our goal is to ensure that the project remains on track and within scope, and we are committed to completing the work efficiently. Any unused portion of the Task Order 2 budget will not be billed unless we receive written approval from you to perform additional tasks.

Please review the Task Order, and feel free to reach out with any questions or to schedule a follow-up.

Sincerely,

Wallace Darling, GIT
Hydrogeologist II
LRE Water, LLC

A handwritten signature in black ink that reads 'Wallace Darling' in a cursive script.

Attachment A

TASK ORDER # 2

This Task Order is made this the 12th day of September, 2024, by and between the Greater Texoma Utility Authority (“Client”) and LRE Water, LLC (“Consultant”) pursuant to the terms and conditions set forth in the Master Services Agreement executed between the Parties on the 7th day of August, 2024, (“Agreement”), which incorporated this Task Order by reference.

1. The Services to be performed by Consultant under this Task Order are as follows:

Services associated with this task order will include:

Task	Cost	Task Description
2.1 – Application Process Tracking	\$8,000	<p>Update Application Process: Replace checkboxes with a dropdown menu and a submit button for each application step, including Exempt Well, Non-exempt Well, various review stages, approvals, and document submissions.</p> <p>Pending Tab Order for Exempt Wells: Update the application tracking to follow the district’s specified order, including pending administrative, technical, accounting, approval, document, and inspection stages, leading to final registration completion.</p> <p>Pending Tab Order for Non-Exempt Wells: Similarly, the application tracking for non-exempt wells will follow the district’s specified flow, incorporating additional steps such as hydro report review and permit review, before moving through final approval stages.</p>
2.2 – Notes Handling	\$7,000	<p>Staff-Only Notes: Ensure that all notes are associated with specific wells, and are visible only by District staff/authorized users.</p> <p>Event Tracking with Timestamp: Implement tracking for major events, including:</p> <ul style="list-style-type: none"> - Application submitted (User, Timestamp). - Note added (e.g., Missing information) with User and Timestamp. - Application Fees Paid (User, Timestamp).
2.3 - Accounting	\$10,000	<p>Export File for QB Input: Enable file export that includes all necessary information for QuickBooks input.</p> <p>Late Meter Reading Tracking: Implement tracking for late meter readings, including consecutive late quarters.</p> <p>Account Export Fix: Resolve issues with incomplete account exports.</p> <p>Fix Account Transfers: Ensure smooth processing of account transfers.</p>

		<p>Additional Contacts: Add fields for additional contacts, including email addresses.</p> <p>Delete/Archive Accounts: Provide the ability to delete or archive accounts as needed.</p>
2.4 – Usability Enhancements	\$12,500	<p>User Information: Add the ability to delete or archive user accounts.</p> <p>User Approval: Fix issues with confirmation emails not being sent and user approval not being removed from the list.</p> <p>Data Export: Implement export functionality for meter readings, allow querying of the entire dataset, and export driller deposit forfeits by date.</p> <p>Meter Readings: Add permit tracking to compare total production with permitted amounts based on submitted meter readings. Fix unit multiplier and acre-foot readings.</p> <p>Well Application: Add permit information to the application and ensure GPS coordinates are entered with at least 6 decimal places in DD format.</p>
2.5 - Field Service App	\$15,000	<p>Mobile/Desktop View Fix: Redesign the interface for optimal viewing on both mobile and desktop platforms.</p> <p>Wells in Registration Approval: Ensure inspections are marked as completed and add the following:</p> <ul style="list-style-type: none"> - Forfeit Driller Deposit: Input for forfeiting the driller deposit. - Approval Date: Include a field for the approval date. - Completion Date: If known, add the well's completion date. <p>Inspection Enhancements: Improve inspection process with features including:</p> <ul style="list-style-type: none"> - Ability to delete inspections. - Create a queue for inspections, replacing the current air table. - Incorporate meter reseals, new well inspections, special inspections, and non-exempt inspections not done in the last 5 years. - Display well number, well name, and owner. - Fix the search function for improved navigation. - Enable viewing and editing of past inspections, with the option to start a new inspection and save progress before submitting. <p>Water Level Measurements: Improve functionality to export and import data for water level measurements.</p>
Total	\$52,500	

The above table presents a list of enhancements and additions that have been discussed between LRE and Client, with cost estimates for each. However, the actual work to be performed under these tasks, including details regarding each proposed functionality, will be discussed and negotiated prior to LRE Water implementing and billing for any of the items.



2. The Project Schedule is as follows:

The project is planned to be completed over a **7-month period**, starting immediately upon receiving authorization to proceed. The schedule is designed to be flexible and adaptive to the needs of the Client. Priority tasks, as identified by the Client, will be addressed first, with other tasks managed concurrently as they arise. Progress will be continuously monitored, and adjustments will be made as necessary.

Throughout the 7-month period:

- Month 1-7: Work will proceed on high-priority tasks first, followed by concurrent tasks to address all areas identified in the “List of Improvements.”
- Regular feedback and review sessions will be held with Client staff to ensure alignment with requirements and priorities.
- System-wide testing and quality assurance will be conducted as progress is made, with any necessary adjustments and fixes being applied promptly.

Note: Although the project is scheduled for completion within 7 months, work will continue beyond this timeframe as needed to meet additional requirements or ensure the district's full satisfaction with the improvements.

3. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows:

Time and Materials up to the total of \$52,500.00 as specified in the Task 2 outline table.

4. Deliverables to be provided under this Task Order are as follows:

Application Process Tracking:

Dropdown system for application steps, with pending tab orders updated for exempt and non-exempt wells.

Integration of permit and review stages in line with district processes.

Notes Handling:

Staff-only notes linked to wells.

Event tracking with timestamps for key actions (e.g., submissions, fees paid).

Accounting Enhancements:

Export feature for QuickBooks, tracking late meter readings and handling account tasks (e.g., transfers, deletions, additional contacts).

Fix for account export and transfer issues.

Usability Improvements:

User management (deletion/archiving) and improved approval workflows.
Export meter readings, query full datasets, and track driller deposit forfeits.
Accurate meter reading tracking with permit compliance and corrected unit readings.

Field Service Enhancements:

Mobile/desktop interface redesign.
Overhauled inspection process with additional inputs (e.g., deposit forfeiture, dates) and an inspection queue system.
Water level measurement improvements with export/import capability.

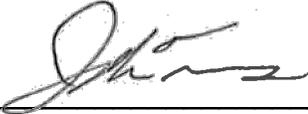
CLIENT

Signature

Name (Printed or Typed)

Date

CONSULTANT



Signature

Jordan Furnans

Name (Printed or Typed)

9/12/2024

Date



ATTACHMENT 10



NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

P.O. Box 508, Gainesville, TX 76241
5100 Airport Drive, Denison, TX 75020
Office: 1 (855) 426-4433 | Fax: (903) 786-8211
ntgcd@northtexasgcd.org | www.northtexasgcd.org

Drought Contingency Plan

Adopted February 9, 2021

Amended

I. Purpose

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

II. Applicability

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

III. Enforcement

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

IV. Public Water Supply Entities

The District recognizes that Public Water Supply Entities develop and utilize drought contingency plans that accomplish the intent of this Drought Contingency Plan. The District will support and provide assistance when requested from a Public Water Supply Entity, using groundwater, to implement their plans and use their discretion as to how much desired reduction is to be

accomplished during a drought. The District asks to be notified by each Public Water Supply Entity in the event that a drought stage has been triggered or canceled.

V. *Initiation and Determination of Drought Stages*

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

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

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

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

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

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

VI. *Drought Stages*

Stage 1 - Moderate Drought

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

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

Stage 2 - Severe Drought

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

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

Stage 3 - Extreme Drought

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

- Re-use and re-circulate water whenever possible.
- Check for and repair all leaks.

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

The District may reduce the production of groundwater as necessary and in accordance with District rules by Order of the District Board of Directors based upon these drought conditions.

Mandatory Restrictions Applicable to Irrigation Permits – The 15% Drought Buffer in District Rule 6.2 does not apply to permits issued for irrigation use.

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Stage 4 - Exceptional Drought

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

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

The District may reduce the production of groundwater as necessary and in accordance with District rules by Order of the District Board of Directors based upon these drought conditions.

Mandatory Restrictions Applicable to Irrigation Permits – The 15% Drought Buffer in District Rule 6.2 does not apply to permits issued for irrigation use.

VII. Lawn and Landscape Irrigation

To ensure efficient and beneficial use of groundwater, even during normal conditions, the following practices are required for any permits issued for lawn or landscape irrigation use:

A. Year-Round Outdoor Watering Schedules

Mandatory weekly watering schedule has been gradually gaining acceptance in the region and the state. All permittees to adhere to a permanent outdoor watering schedule for lawns and landscaping.

- **Summer (April 1 – October 31):** Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than two days per week. Additionally, prohibit lawn irrigation watering from 10 a.m. to 6 p.m. Education should be provided that irrigation should only be used when needed, which is often less than twice per week, even in the heat of summer.
- **Winter (November 1 – March 31):** Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than one day per week with education that less than once per week (or not at all) is usually adequate.

Additional irrigation may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs. Many North Texas horticulturists have endorsed twice-weekly watering as more than sufficient for landscapes in the region, even in the heat of summer.

Time of Day Watering Schedule

During the summer months (April 1 – October 31) under normal conditions, spray irrigation with an irrigation system or sprinkler is only permitted on authorized watering days, before 10 a.m. or after 6 p.m. The primary purpose of this measure is to reduce wind drift and evaporation losses during the active growing season. The time-of-day watering schedule requirement increases watering efficiency by eliminating outdoor irrigation use when climatic factors negatively impact irrigation system efficiencies. Midday irrigation is not an optimal time to irrigate because evapotranspiration rates are higher, and plants are more susceptible to stress associated with factors such as higher temperatures and lower relative humidity.

Smart Irrigation Controllers and Management

- All lawn and landscaping irrigation systems are required to utilize smart irrigation controllers and management practices to prevent excess watering by the irrigation system.

DRAFT

CHIEF OF POLICE

COMMUNICATIONS SECTION

1000 WEST 10TH AVENUE

DEPARTMENT OF PUBLIC SAFETY

1000 WEST 10TH AVENUE

DENVER, COLORADO 80202

TELEPHONE (303) 733-1000

ATTACHMENT 12 b.

MEMORANDUM FOR THE CHIEF OF POLICE

FROM: SAC, DENVER (157-1000)

SUBJECT: [REDACTED]

2/1

RE: [REDACTED]

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

Well Registration Summary

(as of 9/30/2024)

Well Type	Collin	Cooke	Denton	Total NTGCD	New Registrations September 2024
Domestic	99	770	1183	2052	12
Public Water System	41	76	246	363	5
Irrigation	109	7	233	349	3
Surface Impoundment	65	20	155	240	9
Livestock	7	98	74	179	0
Oil / Gas	1	5	64	70	0
Agriculture	11	17	54	82	0
Commercial	7	9	56	72	1
Golf Course Irrigation	14	2	21	37	0
Industrial / Manufacturing	11	11	10	32	1
*Other	6	5	9	20	0
Monitoring	0	1	6	7	0
TOTALS	371	1021	2111	3503	31

NOTE: Plugged wells have been excluded

***Examples of "Other" uses: Closed Loop Geothermal, Construction, and Fire Suppression**

ADJOURN