

**NORTH TEXAS
GROUNDWATER
CONSERVATION
DISTRICT**

BOARD MEETING

**MUSTANG SUD ADMINISTRATIVE OFFICES
7985 FM 2931
AUBREY, TEXAS**

**TUESDAY
NOVEMBER 14, 2017
10:00 AM**

NOTICE OF PUBLIC MEETING

OF THE
BOARD OF DIRECTORS of the

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT
at the

Mustang SUD Administrative Offices

7985 FM 2931

Aubrey, Texas

Tuesday, November 14, 2017

Board Meeting

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

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

Agenda:

1. Pledge of Allegiance and Invocation.
2. Call to order, establish quorum; declare meeting open to the public.
3. Public comment.
4. Consider and act upon approval of the minutes from the October 10, 2017, board meeting.
5. Consider and act upon approval of invoices and reimbursements.
6. Consider and act upon 2018 Administrative Services Contract with Greater Texoma Utility Authority.
7. Receive reports from the following Committees*:
 - a. Budget and Finance Committee
 - 1) Receive Monthly Financial Information
 - b. Groundwater Monitoring and Database Committee
8. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs).
9. Consider and act upon compliance and enforcement activities for violations of District rules.
 - a. 440 Ranch

10. General Manager's Report: The General Manager will update the board on operational, educational and other activities of the District.
11. Receive presentation regarding water well spacing analysis for permanent rules development.
 - a. Consider and act upon action items for rules development
12. Open forum / discussion of new business for future meeting agendas.
13. Adjourn public meeting.

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

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

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

For questions regarding this notice, please contact Velma Starks at (855) 426-4433, at 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 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 during an open meeting.

ATTACHMENT 4

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

TUESDAY OCTOBER 10, 2017

MUSTANG SUD ADMINISTRATIVE OFFICES
7985 FM 2931
AUBREY, TEXAS

Members Present: Allen Knight, Joe Helmberger, Philip Sanders, Thomas Smith, Ronny Young, and Chris Boyd

Members Absent: Evan Groeschel, Ron Sellman

Staff: Drew Satterwhite, Paul Sigel, Allen Burks, Velma Starks, Theda Anderson, and Carolyn Bennett

Visitors: James Beach and Brant Konetchy, LBG Guyton
Kristen Fancher, Fancher Law Firm
Peter M. Schulmeyer, Collier Consulting
Neal Welch, City of Sanger

1. Pledge of Allegiance and Invocation

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

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

President Young called the meeting to order at 10:03 am, established a quorum was present, and declared the meeting open to the public.

3. Administer Oath of Office

Carolyn Bennett administered the Oath of Office to Ronny Young.

4. Public Comment

There were no citizens present requesting to appear before the Board of Director for public comment.

5. Consider and act upon approval of the minutes from the August 16, 2017 board meeting.

Motion was by Allen Knight to approve the minutes of the August 16, 2017 meeting. The motion was seconded by Chris Boyd, and passed unanimously.

6. Consider and act upon approval of invoices and reimbursements

After review and brief discussion Joseph Helmberger moved to approve Resolution No. 2017-10-10-01. The motion was seconded by Allen Knight, and passed unanimously.

7. Consider and act upon revisions to District Bylaws

Kristen Fancher, the District's legal counsel, reviewed the proposed changes to the District's bylaws. Changes were suggested to the bylaws to assist staff with getting new members appointed, clarifying signatures required for District payments, purchasing authority granted to the General Manager, construction projects being based on state procurement laws, and other minor revisions. Philip Sanders moved to approve the revisions to the District's bylaws. The motion was seconded by Allen Knight, abstained by Thomas Smith. Motion passed.

8. Consider and act upon confirming execution of Engagement Letter for Audit Services for Fiscal Year ending December 31, 2017

The Board discussed the Engagement Letter for Audit Services. Motion was made by Chris Boyd to engage Hankins, Eastup, Deaton, Tonn & Seay for the December 2017 audit. Philip Sanders seconded the motion and the motion passed unanimously.

9. Receive reports from the following Committees*:

a. Budget and Finance Committee

1) Receive Monthly Financial Information

General Manager Drew Satterwhite reviewed the financial information with the Board.

b. Investment Committee

1) Receive Quarterly Investment Report

General Manager Drew Satterwhite reviewed the quarterly investment report with the Board. The Investment Committee proposed that the Board implement a plan for the staff to follow for investments. The District should aim to keep checking account at a minimum of \$50,000, with \$285,000 minimum in the index fund. The District should then invest the difference laddered in certificates of deposit at 6 and 12 month intervals until directed otherwise. It was the consensus of the Board that the staff follows the plan as presented.

c. Groundwater Monitoring and Database Committee

General Manager Drew Satterwhite provided update on the groundwater database project.

d. Management Plan Committee

1) Receive Quarterly Report

General Manager Drew Satterwhite reviewed quarterly report with board.

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

General Manager Satterwhite updated the board regarding the DFCs. The TWDB has indicated the model for the GMA8 will be run soon.

11. Consider and act upon compliance and enforcement activities for violations of District's Rules.

a. Strittmatter Irrigation & Supply, Inc. Lawsuit

b. Double D Drilling

c. Action Water Well

Pursuant to Texas Open Meetings Act, Chapter 551, Government Code, President Young stated

the North Texas Groundwater Conservation District Board would adjourn into Executive Session at 10:26 a.m. to discuss attorney-client matters.

The Board reconvened into Regular Session at 10:49 a.m. President Ronny Young stated no action was taken on any items discussed during Executive Session.

General Manager Satterwhite stated the staff recommends assessing two first major violations to Double D Drilling, for failure to apply and register before drilling non-exempt wells, for a total of \$1,000.00. Thomas Smith moved to approve the staff recommendation. The motion was seconded by Allen Knight, and passed unanimously.

General Manager Satterwhite stated the staff recommends assessing a minor violation for drilling an exempt well without notification, for a total of \$100.00. Joe Helmsberger moved to approve the staff recommendation. The motion was seconded by Thomas Smith and passed unanimously.

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

General Manager Satterwhite stated 1,996 wells were registered with the District as of September 30, 2017. Mr. Satterwhite stated Texas Mesonet weather stations are being offered through the state to enhance their coverage. The staff will send information to the Board members who express interest in participating in the program.

Mr. Satterwhite introduced the District's new employee, Paul Sigel, the new Groundwater Technical Lead.

The Board discussed the agreement with the Greater Texoma Utility Authority and how the agreement is structured as far as reimbursements for office space, etc. It was the consensus of the Board this was a topic for future discussion.

a. Update on oil and gas and disposal/injection well monitoring activities with the Railroad Commission of Texas.

No update.

b. District Rules and Procedures

General Manager Satterwhite requested that the Board clarify the fine amounts and extensions that are to be given for the existing, non-exempt wells recently discovered on the state database that are not in compliance with District rules. General Manager Satterwhite provided an update to the Board that District staff has been successful in getting movement toward compliance with many of the subject wells, but that there are some owners/operators that continue to be non-responsive to the District's efforts to bring them into compliance. It was recommended that the General Manager be granted authority to add time extensions for bringing the wells into compliance, as well as set fines for unresponsive well owners/drillers consistent with the District's Enforcement Policy and Civil Penalty Schedule. Thomas Smith moved to approve the staff recommendation to give the General Manager the ability to add

time extensions for bringing wells into compliance, and set fines for wells that remain in violation of District rules despite District efforts to bring them into compliance, as consistent with the District's Enforcement Policy and Civil Penalty Schedule. Philip Sanders seconded the motion and the motion passed unanimously.

13. Receive presentation from the District's Hydrogeologist regarding spacing analysis for permanent rules development

James Beach provided the Board with a presentation regarding well spacing for the District's Permanent Rules development process.

General Manager Satterwhite discussed how the Board has now received several presentations regarding the technical and legal aspects of well spacing. He then asked the Board what additional information and data they would like to see prior to making decisions regarding well spacing for the District's Permanent Rules. Discussion ensued on this matter. It was the consensus of the Board that the General Manager and District consultants develop proposed rules to present to the Board for discussion using the comments from the Board during these discussions as guidelines.

14. Open forum/discussion of new business for future meetings

The Board will be presented with options for Permanent Rules regarding spacing at the November meeting.

15. Adjourn public meeting

President Young declared the meeting adjourned at 12:16 p.m.

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Recording Secretary

Secretary-Treasurer

ATTACHMENT 5

RESOLUTION NO. 2017-14-11-1

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

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	<u>Amount</u>
GTUA - October	29,149.80
<u>Consultant</u>	
LBG Guyton - September	7,887.04
<u>Direct Costs</u>	
Nextraq - October	39.95
<u>Fuel / Maintenance</u>	
RRGCD - Used RR truck. Mileage	59.39
<u>Legal</u>	
Kristen Fancher PLLC September	2,948.23
<u>Legal- Injection</u>	
Sledge Law - August	3,380.00
<u>Meetings & Conferences</u>	
Mustang SUD - BOD Room Rental November	75.00
<u>Software Maintenance</u>	
Aqua Veo - September	500.00
Aqua Veo - October	500.00
Intera Inc. - September	16,195.49
<u>Well Monitoring</u>	
Statewide Plat Service - October	57.40
GRAND TOTAL:	\$ <u>60,792.30</u>

On motion of _____ and seconded by _____ the foregoing Resolution was passed and approved on this, the 14th day of November, 2017 by the following vote:

AYE:
NAY:

President

Secretary/Treasurer

ATTACHMENT 6





AGENDA COMMUNICATION

DATE: November 8, 2017

SUBJECT: AGENDA ITEM NO. 6

CONSIDER AND ACT UPON 2018 ADMINISTRATIVE SERVICES CONTRACT WITH GREATER TEXOMA UTILITY AUTHORITY

ISSUE

Renewal of the contract with Greater Texoma Utility Authority ("GTUA") for 2018 Administrative Services.

BACKGROUND

In November 2010, the District and GTUA entered into an agreement for administrative services to be provided by GTUA for the District. The Board of Directors of GTUA has indicated their satisfaction with the outcome of the agreement. This agreement will be considered at GTUA's November 20, 2017 Board meeting.

CONSIDERATIONS

This scope of services remains the same as the contract executed for 2017. The budgeted amounts identified in the contract are consistent with the 2018 budget adopted by the District.

STAFF RECOMMENDATIONS

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

ATTACHMENTS

2018 Administrative Services Contract with GTUA
2018 Budget

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

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

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

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

WITNESSETH:

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

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

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

WHEREAS, the District has determined that the Scope of Services dated November 14, 2017 from the Authority, is in the best interest of the District and that the Authority is qualified and capable of providing such services;

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

1. The Scope of Services. The term "Scope of Services" as used herein refers to the Scope of Services made and submitted by the Authority to the District dated November 14, 2017, as amended, modified, or supplemented herein. (attached hereto as “Exhibit A”)

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

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

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

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

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

5. Indemnity. Neither the District nor the Authority shall be liable to the other for loss, either direct or consequential. All such claims for any and all loss, however caused, are hereby waived. Said absence of liability shall exist whether or not the damage, destruction, injury, or loss of life is caused by the negligence of either party or of any of their respective agents, servants, or employees. It is contemplated that each party shall look to its respective insurance carriers for reimbursement of any such loss. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless it is specifically covered therein as an additional insured. Nothing contained in this Agreement is intended by either party to create a partnership or joint venture, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever. It is understood and agreed that by

execution of this Agreement, no governmental powers or immunities are waived or surrendered by either the District or the Authority.

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

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

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

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

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

11. Authority Financial Obligations. Nothing in this agreement shall be construed to require

the Authority to expend funds from any source other than the revenues received hereunder. All costs required by valid rules, regulations, laws, or orders passed or promulgated by the United States of America, the State of Texas, and regulatory or judicial branches thereof having lawful jurisdiction shall be the responsibility of the District.

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

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

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

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

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

NORTH TEXAS GCD
PO BOX 508
GAINESVILLE TX 76241

BY: _____
President

BY: _____
President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Secretary-Treasurer

Secretary

Scope of Services

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

Approach to Provision of Services

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

Estimated Cost of Services

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

- The salary and employer personnel costs (social security, worker's compensation insurance, retirement, and accounting, etc.)
- Mileage for travel required at the rate set annually by IRS
- Any direct expenses required to provide the services requested (telephone charges, copies, postage, and similar expenses directly associated with the project)
- The contract for services will not exceed \$135,500 for administration, \$25,000 for accounting, and \$125,000 for the field technician without prior authorization from the Board of Directors
- Field personnel costs will be an expense of the District, which will include salary, benefits, transportation and other costs directly associated with verification of well and pumping information
- Billing Rates:
 - General Manager – \$94 per hour
 - Project Coordinator - \$50 per hour
 - Administrative Assistant - \$28 per hour
 - Finance Officer - \$68 per hour
 - Accounting Assistant - \$35 per hour
 - Accounting Assistant (2) - \$25 per hour
 - Office Clerk - \$25 per hour
 - Field Technician - \$45 per hour
 - Field Technician (2) - \$37 per hour
 - Technician Lead - \$45 per hour
 - Operation Supervisor - \$56 per hour

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT
BUDGET 2018

Ordinary Income/Expense	Actual 2016	Approved 2017	Actual 6/30/2017	Est 12/31/2017	Approved 2018
Income					
46003 GMA8					
*46001 PRODUCTION FEES	51,043	10,000			10,000
46005 Drillers Fees	650,463	746,000	275,766	551,532	698,000
46006 WELL REG FEES	2,200				
46016 Penalty & Fines	20,400	10,000	9,000	18,000	18,000
46100 Interest	15,250	1,500			
46015 LATE FEES	2,033	1,000	889	1,777	1,500
Total Income	5,852	3,000			
	<u>747,242</u>	<u>771,500</u>	<u>285,655</u>	<u>571,309</u>	<u>727,500</u>
Expense					
77012 ADMIN MILEAGE	2,174	2,400	1,242	2,484	2,500
77013 ADMIN-SECRETARIAL	26,880	30,000	13,356	26,712	30,000
77014 ADMIN-PROJECT COORD	13,618	8,500	12,816	25,632	15,000
77015 ADMIN-GM	45,028	50,000	27,600	55,200	55,000
77016 ADMIN-CLERICAL	32,352	38,000	16,258	32,517	33,000
77030 ADS-LEGAL	1,303	1,000	343	686	1,000
77025 ACCOUNTING	26,247	20,000	9,513	19,025	25,000
77027 AUDITING	5,300	5,400	5,400	5,400	5,500
77050 BANKING FEES	30				
77100 CONSULTING UPDATE					
77150 CONSULTING-HYDROGEO	45,687	75,000	39,546	79,093	85,000
77175 CONSULTING-MODEL RUNS		20,000			
77550 CONTRACT FIELD	108,794	120,000	56,256	112,511	125,000
77560 CONTRACT PERMITTING/GEOLOGIST		70,000			70,000
77325 DIRECT COSTS-REIMB	3,234	4,000	2,859	5,719	4,000
77450 DUES & SUBSCRIPTION	2,072	2,000	125	2,000	2,000
77480 EQUIPMENT	1,093	2,000			2,000
77500 FEES-GMA8	41,326	11,000	3,076	6,151	11,000
77650 FUEL/MAINTENANCE	3,511	3,000	1,352	2,704	3,000
77800 Inject Well Monitoring	626	700	264	528	700
77810 INSURANCE & BONDING	3,812	5,000	1,836	3,672	4,000
77970 LEGAL	51,971	60,000	15,352	30,704	50,000
77980 LEGAL-LEGISLATION		15,000	10,363	20,726	
77975 LEGAL-INJECTION		10,000	5,561	11,121	10,000
78000 LOAN REIMB	8,265				
78010 MEETINGS & CONFERENCES	300,000				
78310 RENT	3,457	3,000	1,654	3,308	4,500
78600 SOFTWARE MAINT	2,400	2,400	1,000	2,400	2,400
78610 TELEPHONE	7,894	30,000	19,852	39,905	10,000
78775 WATER QUALITY ISSUES	1,913	2,000	933	1,866	2,000
78780 WELL MONITORING/TESTING					
Total Expense	<u>738,986</u>	<u>590,400</u>	<u>246,656</u>	<u>490,063</u>	<u>552,600</u>
Net to Fund Balance	<u>8,256</u>			<u>81,246</u>	<u>174,900</u>

ATTACHMENT 7 A-1

Balance Sheet

For General Fund (00)

October 31, 2017

Assets

00-01-10001	Checking Account	478,616.04
00-01-10005	Index Account	777,603.36
00-01-10025	Accounts Receivable	184,278.44
00-01-10041	A/R Saratoga UWCD	3,257.28
00-01-10048	A/R Strittmatter Irrigation	14,000.00
00-01-12001	PP Expense	2,976.00
	Total	<u>1,460,731.12</u>
	Total Assets	<u>\$ 1,460,731.12</u>

Liabilities and Fund Balance

00-01-23100	Accounts Payable	61,971.91
00-01-23150	Well Drillers Deposits	38,130.53
	Total	<u>100,102.44</u>
	Total Liabilities	<u>100,102.44</u>
00-01-35100	Fund Balance	1,292,708.63
00-01-35110	Current Year Excess of Revenue over Expenses	8,544.36
	Total	<u>1,301,252.99</u>
	Excess of Revenue Over Expenditures	59,375.69
	Total Fund Balances	<u>1,360,628.68</u>
	Total Liabilities and Fund Balances	<u>\$ 1,460,731.12</u>

North Texas Groundwater Conservation District
Statement of Revenue and Expenditures

Revised Budget
 For General Fund (00)

For the Fiscal Period 2017-10 Ending October 31, 2017

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
00-01-46001 Well Production Fees	\$ 0.00	\$ 0.00	\$ 746,000.00	\$ 469,019.18	37.13%
00-01-46003 Well Registration Fees	833.33	1,300.00	10,000.00	13,100.00	(31.00%)
00-01-46005 Well Drillers Fees	0.00	0.00	0.00	0.00	0.00%
00-01-46010 GMA8 Fees	833.33	0.00	10,000.00	0.00	100.00%
00-01-46015 Late Fees	0.00	0.00	3,000.00	780.49	73.98%
00-01-46016 Penalty and Fines	0.00	0.00	1,500.00	0.00	100.00%
00-01-46100 Interest Inc	83.33	186.34	1,000.00	1,799.90	(79.99%)
Total General Fund Revenues	\$ 1,749.99	\$ 1,486.34	\$ 771,500.00	\$ 484,699.57	37.17%
Expenditures					
00-01-77012 Admin-Mileage	\$ 200.00	\$ 197.38	\$ 2,400.00	\$ 1,717.14	28.45%
00-01-77013 Admin-Secretarial	2,500.00	1,778.00	30,000.00	18,935.00	36.88%
00-01-77014 Admin-Project Coordinator	708.33	1,152.00	8,500.00	18,540.00	(118.12%)
00-01-77015 Admin-GM	4,166.67	4,692.00	50,000.00	44,108.00	11.78%
00-01-77016 Admin-Clerical	3,166.67	3,036.00	38,000.00	28,066.32	26.14%
00-01-77025 Accounting	1,666.67	1,398.00	20,000.00	15,575.65	22.12%
00-01-77027 Auditing	450.00	0.00	5,400.00	5,400.00	0.00%
00-01-77030 Advertising	83.33	0.00	1,000.00	1,238.43	(23.84%)
00-01-77050 Banking Fees	0.00	0.00	0.00	0.00	0.00%
00-01-77100 Consulting Services	0.00	0.00	0.00	0.00	0.00%
00-01-77150 Consulting- Hydrogeo	6,250.00	0.00	75,000.00	68,978.90	8.03%
00-01-77175 Consulting - Model Runs	1,666.67	0.00	20,000.00	0.00	100.00%
00-01-77325 Direct Cost	333.33	752.79	4,000.00	4,719.96	(18.00%)
00-01-77450 Dues & Subscription	166.67	1,250.00	2,000.00	3,078.83	(53.94%)
00-01-77480 Equipment	166.67	0.00	2,000.00	1,495.71	25.21%
00-01-77500 Fees-GMA8	916.67	0.00	11,000.00	3,225.52	70.68%
00-01-77550 Field Tech	10,000.00	15,343.00	120,000.00	98,857.50	17.62%
00-01-77560 Field Permitting/Geologist	17,500.00	0.00	70,000.00	740.00	98.94%
00-01-77650 Fuel/Maintenance	250.00	500.22	3,000.00	2,378.30	20.72%
00-01-77800 Injection Well Monitoring	58.33	57.40	700.00	528.00	24.57%
00-01-77810 Insurance	416.67	705.75	5,000.00	4,005.04	19.90%
00-01-77970 Legal	5,000.00	0.00	60,000.00	28,869.80	51.88%
00-01-77975 Legal-Injection	833.33	2,614.00	10,000.00	15,002.40	(50.02%)
00-01-77980 Legal-Legislation	833.33	0.00	15,000.00	14,095.00	6.03%
00-01-78010 Meetings & Conferences	250.00	3.73	3,000.00	3,193.48	(6.45%)
00-01-78310 Rent	200.00	200.00	2,400.00	2,000.00	16.67%
00-01-78600 Software Maint	8,200.00	500.00	30,000.00	38,844.57	(29.48%)
00-01-78610 Telephone	166.67	192.27	2,000.00	1,730.33	13.48%
Total General Fund Expenditures	\$ 66,150.01	\$ 34,372.54	\$ 590,400.00	\$ 425,323.88	27.96%
General Fund Excess of Revenues Over Expenditures	\$ (64,400.02)	\$ (32,886.20)	\$ 181,100.00	\$ 59,375.69	67.21%

ATTACHMENT 10

North Texas Groundwater Conservation District

Well Registration Summary
As of October-31-2017

Well Type	Total Registered Collin County	Total Registered Cooke County	Total Registered Denton County	Total NTGCD	New Registrations since Sep-30-2017
Agriculture	6	11	34	51	0
Commercial / Small Business	6	8	26	40	0
Domestic Use (household / lawn watering at residence)	76	307	536	921	11
Filling a pond or other surface impoundment**	42	13	55	111	1
Golf course irrigation	15	2	21	38	0
Industrial / Manufacturing	7	10	7	25	1
Irrigation	75	5	150	231	4
Leachate	0	0	0	0	0
Livestock Watering	7	57	36	100	0
Monitoring	0	0	0	0	0
Municipal / Public Water System	33	71	219	323	0
Other	10	6	27	43	1
Piezometer	0	0	0	0	0
Poultry	0	0	0	0	0
Solely to supply water for rig actively***	1	1	7	9	0
Supplying water for oil or gas production*	0	5	53	59	0
Not Specified	13	10	40	64	0
SUM	291	506	1211	2015	19

ADJOURN