

**RED RIVER
GROUNDWATER
CONSERVATION
DISTRICT**

BOARD MEETING

**BOARD ROOM
GREATER TEXOMA UTILITY AUTHORITY
5100 AIRPORT DRIVE
DENISON, TEXAS 75020**

**THURSDAY
APRIL 20, 2017**

**AGENDA
RED RIVER GROUNDWATER CONSERVATION DISTRICT
BOARD OF DIRECTORS BOARD MEETING**

**GREATER TEXOMA UTILITY AUTHORITY BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
THURSDAY, APRIL 20, 2017**

Board Meeting

The Board Meeting will begin at 2:00 p.m.

The Board of Directors may discuss, consider, and take all necessary action, including expenditure of funds, regarding each of the agenda items below:

Agenda:

1. Call to order, declare meeting open to the public, and take roll
2. Public Comment
3. Consider and act upon approval of Minutes of March 16, 2017, Board Meeting
4. Review and approval of monthly invoices
5. Receive monthly financial information
6. Receive Quarterly Investment Report
7. Receive Quarterly Report
8. Consider and act upon amended Bylaws
9. Consider and act upon Well Monitoring Contract
10. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs)
11. Consider and act upon a contract with North Texas Groundwater Conservation District and INTERA, Inc. for developing a Water Well Management System for the District
12. Consider and act upon an Interlocal Agreement with North Texas Groundwater Conservation District for joint development of a Water Well Management System
13. Consider and act upon authorizing the purchase of well caps for the District

14. Discuss Technical Lead job posting
 15. Consider and act upon compliance and enforcement activities for violations of District Rules
 16. General Manager's report: The General Manager will update the Board on operational, educational and other activities of the District
 17. Open forum / discussion of new business for future meeting agendas
 18. Adjourn
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¹The Board may vote and/or act upon each of the items listed in this agenda.

²At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Red River Groundwater Conservation District Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

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

⁴For questions regarding this notice, please contact Velma Starks at (800) 256-0935, at rrgcd@redrivergcd.org or at 5100 Airport Drive, Denison, TX 75020.

ATTACHMENT 3

MINUTES OF THE BOARD OF DIRECTORS' PUBLIC HEARING
RED RIVER GROUNDWATER CONSERVATION DISTRICT

THURSDAY, MARCH 16, 2017

GREATER TEXOMA UTILITY AUTHORITY
BOARD ROOM
5100 AIRPORT DRIVE
DENISON TX 75020

Members Present: David Gattis, Mark Gibson, Harold Latham, Mark Newhouse, Mark Patterson, William Purcell, Don Wortham

Members Absent: None

Staff: Drew Satterwhite, Velma Starks, Allen Burks, and Carolyn Bennett

Visitors: James Beach, LBG Guyton Associates
Kristen Fancher, Law Offices of Kristen Fancher, PLLC

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

President Patterson called the meeting to order at 11:03 a.m., established a quorum was present, and declared the public hearing open to the public.

2. Summary presentation and review of proposed Management Plan

James Beach provided the Board with updates and revisions to the Management Plan. General Manager Satterwhite reviewed the updated goals and performance standards contained in the Management Plan with the Board.

3. Public comment on proposed District Management Plan (verbal comments limited to three (3) minutes each; written comments may also be submitted for the Board's consideration).

There were no public comments

4. Adjourn public hearing on the Management Plan

President Patterson declared the public hearing closed at 11:37 a.m.

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Recording Secretary

Secretary-Treasurer

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

THURSDAY, MARCH 16, 2017

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

Members Present: David Gattis, Mark Gibson, Harold Latham, Mark Newhouse, Mark Patterson, William Purcell, Don Wortham

Members Absent: None

Staff: Drew Satterwhite, Velma Starks, Allen Burks, and Carolyn Bennett

Visitors: None

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

President Patterson called the meeting to order at 11:37 am, established a quorum was present, and declared the meeting open to the public.

2. Public comment

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

3. Consider and act upon approval of Minutes from the February 16, 2017 board meeting

Board Member Purcell requested that the minutes of the February 26, 2017 meeting be revised to reflect the names of the Geodatabase Committee Members who were present at the all-day meeting held to interview geodatabase providers. Board Member Purcell made a motion to approve the minutes of the February 16, 2017 meeting, with the requested revision. The motion was seconded by Board Member Newhouse and passed unanimously.

4. Review and approval of monthly invoices.

General Manager Satterwhite reviewed the monthly invoices with the Board of Directors. Board Member Gattis made a motion to approve Resolution 2017-03-16-01. Board Member Gibson seconded the motion. Motion passed unanimously.

5. Receive monthly financial information

General Manager Satterwhite discussed and reviewed the monthly financial information with the Board.

6. Consider and act upon a Resolution adopting the District Management Plan

Discussion ensued regarding the revised Management Plan for the Red River GCD. The Board of Directors provided several comments on the management plan and directed the staff to make

changes as accordingly.

Board Member Gattis made a motion to adopt the Management Plan as the Management Plan for the District, subject to those amendments necessary based on comments received at the public hearing or Board meeting, recommendations from the District Board, staff, or legal counsel, or to incorporate technical information received from the Texas Water Development Board and/or District Geoscientist, and review of the Management Plan Committee. The motion was seconded by Board Member Newhouse and passed unanimously.

7. Appointment of Permanent Rules and Bylaws Committee

General Manager Satterwhite stated since the Permanent Rules development begins with the adoption of the revised Management Plan, he recommended President Patterson appoint a Permanent Rules and Bylaws Committee. The Committee was appointed as follows: President Mark Patterson, Harold Latham and David Gattis.

8. Update and possible action regarding the process for the development of Desired Future Conditions

General Manager Satterwhite informed the Board that the Explanatory Report and Resolution adopted by GMA8 has been forwarded to the Texas Water Development Board, along with the modeling files.

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

General Manager Satterwhite reported there were no new compliance or enforcement activities for violations to provide to the Board. We are waiting for a response to a letter that was sent.

10. General Manager's Report

General Manager Satterwhite informed the Board of Directors there were 8 new wells registered in February, with a total of 717 registered wells in the Red River GCD. A meeting with INTERA was held to work on the scope and costs.

11. Open Quorum/discussion of new business

President Patterson asked if there were any items of discussion requested by the Board for future agendas. The next regularly scheduled meeting will be April 20, 2017.

15. Adjourn public meeting

President Patterson declared the meeting adjourned at 12:17 pm.

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Recording Secretary

Secretary-Treasurer

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

THURSDAY, MARCH 16, 2017

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

Members Present: David Gattis, Mark Gibson, Harold Latham, Mark Newhouse, Mark Patterson,
William Purcell, Don Wortham, PhD

Members Absent: None

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

Visitors: Kristen Fancher, Fancher Law Firm
James Beach, LBG Guyton

President Patterson convened the Workshop at 12:56 p.m.

Kristen Fancher and James Beach presented the Board with a summary of items that the District needs to
continue considering and potential updates to the District's Rules.

President Patterson declared the meeting adjourned at 2:15 p.m.

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Recording Secretary

Secretary-Treasurer

ATTACHMENT 4

RESOLUTION NO. 2017-4-20-01

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE RED RIVER GROUNDWATER
CONSERVATION DISTRICT AUTHORIZING PAYMENT OF ACCRUED LIABILITIES FOR THE
MONTH OF MARCH 2017

The following liabilities are hereby presented for payment:

Administrative Services

GTUA - March

17,800.75

Advertising

Banking

Bank of Oklahoma - Safekeeping 12/21/16-3/20/17

9.00

Contract Services

LBG-Guyton-March

IT Nexus - March

IT Nexus - April

5,924.66

600.00

600.00

Direct Costs

Texas Water Development Board - Major Rivers Educational Package

United Systems Technology Inc. - Feb 2017

Diamond Computers - Field Tech computer Anti-Virus Software

Nextraq-April

253.00

1.20

39.95

43.15

Dues

Equipment

GMA&-Fees

Insurance

Legal

Law Offices of Kristen Fancher, PLLC - March

2,933.94

Meetings

Telephone

Software Maintenance

United Systems Technology Inc. - 3/31/17 to 2/28/17 annual software maintenance

Diamond Computer - Field Tech Computer repair/software maintenance

United Systems Technology Inc. - Asyst Program V14 software update (prev. Yr.)

1,092.00

373.24

295.00

Transportation/fuel/maint

GRAND TOTAL:

\$ 29,965.89

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

On motion of _____ and seconded by _____, the
foregoing Resolution was passed and approved on this, the 20th day of April, 2017 by the following vote:

AYE:

NAY:

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

President

ATTEST:

Secretary/Treasurer

ATTACHMENT 5

Red River Groundwater Conservation District**Balance Sheet***For General Fund (00)***March 31, 2017****Assets**

00-01-10001	Checking Account	198,608.76
00-01-10010	Investments-CD	210,000.00
00-01-10025	Accounts Receivable	17,843.87
00-01-10026	A/R Texas Rain Holding Co	1,600.00
00-01-10030	Undeposited Funds	.00
00-01-10040	Interest Receivable	.00
00-01-10101	Allowance for Uncollectible Accounts	(1,530.00)
00-01-10200	PP Expense	784.98
Total		<u>427,307.61</u>
Total Assets		<u>\$ 427,307.61</u>

Liabilities and Fund Balance

00-01-23100	Accounts Payable	22,673.92
00-01-23150	Deposits to be Refunded	8,800.00
Total		<u>31,473.92</u>
Total Liabilities		<u>31,473.92</u>
00-01-35100	Fund Balance	73,069.05
00-01-35120	Current Year Excess of Revenue over Expenses	396,194.81
Total		<u>469,263.86</u>
Excess of Revenue Over Expenditures		<u>(73,430.17)</u>
Total Fund Balances		<u>395,833.69</u>
Total Liabilities and Fund Balances		<u>\$ 427,307.61</u>

Red River Groundwater Conservation District

Statement of Revenue and Expenditures

Revised Budget

For General Fund (00)

For the Fiscal Period 2017-3 Ending March 31, 2017

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
00-01-46002 GW Production Cost	\$ 81,250.00	\$ 0.00	\$ 325,000.00	3,582.11	98.90%
00-01-46006 Violation Fees	0.00	0.00	0.00	1,600.00	0.00%
00-01-46007 Registration Fees	416.67	500.00	5,000.00	1,200.00	76.00%
00-01-46010 Well Drillers Deposit	0.00	0.00	0.00	200.00	0.00%
00-01-46100 Interest Income	41.67	101.84	500.00	565.17	(13.03%)
Total General Fund Revenues	\$ 81,708.34	\$ 601.84	\$ 330,500.00	7,147.28	97.84%
Expenditures					
00-01-77010 Administrative Cost	\$ 8,750.00	\$ 10,302.50	\$ 105,000.00	28,862.00	72.51%
00-01-77020 Advertising	83.33	0.00	1,000.00	127.73	87.23%
00-01-77027 Auditing	0.00	0.00	4,500.00	0.00	100.00%
00-01-77031 Banking Fees	0.00	9.00	0.00	9.00	0.00%
00-01-77032 Contract Services	6,016.67	6,524.66	72,200.00	21,060.87	70.83%
00-01-77035 Field Technician	6,666.67	5,841.50	80,000.00	16,077.00	79.90%
00-01-77040 Direct Cost	333.33	595.87	4,000.00	1,472.47	63.19%
00-01-77450 Dues & Subscription	116.67	0.00	1,400.00	125.00	91.07%
00-01-77480 Equipment	0.00	0.00	2,000.00	0.00	100.00%
00-01-77500 Fees- GMA8	0.00	0.00	1,000.00	0.00	100.00%
00-01-77810 Insurance	416.67	785.00	5,000.00	1,108.00	77.84%
00-01-77855 Internet Fees	541.67	0.00	6,500.00	200.00	96.92%
00-01-77970 Legal	2,916.67	3,973.94	35,000.00	6,935.05	80.19%
00-01-78010 Meetings and Conferences	208.33	23.97	2,500.00	486.21	80.55%
00-01-78310 Rent	200.00	200.00	2,400.00	600.00	75.00%
00-01-78600 Software Maintenance	166.67	2,255.43	2,000.00	2,255.43	(12.77%)
00-01-78750 Telephone	166.67	176.31	2,000.00	528.29	73.59%
00-01-78770 Transportation-Mileage	416.67	163.36	5,000.00	730.40	85.39%
Total General Fund Expenditures	\$ 27,000.02	\$ 30,851.54	\$ 331,500.00	80,577.45	75.69%
General Fund Excess of Revenues Over Expenditures	\$ 54,708.32	\$ (30,249.70)	\$ (1,000.00)	(73,430.17)	(7243.02%)

ATTACHMENT 6

Red River Groundwater Conservation District
Investment Report
March 31, 2017

This report complies with the requirements of the Public Funds Investment Act and covers all the funds of the District that are subject to the Act. At March 31, 2017, the investment position was a little more than \$400 thousand.

The District's funds are consistent with the prior periods.

The District was in compliance with all provisions on the investment policy and the Public Funds Investment Act as of March 31, 2017.

All transactions were routine.

The following schedules are also a part of this investment report.

A handwritten signature in dark ink, appearing to read "Debi Atkins", is written over a horizontal line.

Debi Atkins
Finance Officer

Red River Groundwater Conservation District
Investment Portfolio

Type of Instrument	MATURITY DATE	COUPON RATE	PAR VALUE	BOOK VALUE	MARKET VALUE 3/31/2017
Cert of Deposit	12/14/2017	1.000%	100,000.00	100,000.00	100,000.00 Discover Bank
Cert of Deposit	12/24/2017	1.090%	110,000.00	110,000.00	110,000.00 First United
Checking account	@ 3/31/17				198,608.76
Total Portfolio as of March 31, 2017					\$ 408,608.76

INVESTMENT SUMMARY AS OF 3/31/2017

Investment	Maturity Date	Rate	Par Value	Market Value	Accrued Interest	Mkt + Accr Int Value	Years to Maturity
C.D. Discover Bank	12/14/2017	1.00%	100,000	100,000	\$269	\$100,269	0.7068
C.D. First United	12/24/2017	1.09%	110,000	110,000	\$220	\$110,220	0.7342
TOTAL							
Weighted Ave Maturity in yrs	0.72		\$210,000	\$210,000	\$489	\$210,489	

ATTACHMENT 7



RED RIVER

GROUNDWATER CONSERVATION DISTRICT

FANNIN COUNTY AND GRAYSON COUNTY



General Manager's Quarterly Report

Date: March 31, 2017

Red River GCD Management Plan

This quarterly briefing is being provided pursuant to the adopted Management Plan for the quarter ending March 31, 2017.

Well Registration Program:

Current number of wells registered in the District: 722

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

Well Inspection/Audit Program:

2017

Well Inspections

Month	Fannin	Grayson	Total
January	1	4	5
February	5	13	18
March	4	2	6
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	10	19	29

ATTACHMENT 8

Red River Groundwater Conservation District Bylaws

Amended ~~and Effective~~ January 18, 2012,
and XXXX, 2017

SECTION 1. DISTRICT CREATION AND PURPOSE; DEFINITIONS

1.1 Creation and Purpose

The Red River Groundwater Conservation District (the "District") was created by the 81st Texas Legislature under the authority of Section 59, Article XVI, of the Texas Constitution, and in accordance with Chapter 36 of the Texas Water Code ("Water Code"), by the Act of May 25, 2009, 81st Leg., R.S., ch. 884, 2009 Tex. Gen. Laws 2313, codified at TEX. SPEC. DIST. LOC. LAWS CODE ANN. ch. 8859 ("the District Act").

The District is a governmental agency and a body politic and corporate. The District was created to serve a public use and benefit, and is essential to accomplish the objectives set forth in Section 59, Article XVI, of the Texas Constitution. The District's boundaries are coextensive with the boundaries of Fannin and Grayson Counties, Texas, and all lands and other property within these boundaries will benefit from the works and projects that will be accomplished by the District.

1.2 Definitions

- (a) "Water services district" means a district created under the authority of Section 59, Article XVI, or Section 52, Article III, Texas Constitution, with the authority to provide retail water service in the District.
- (b) "Water supply corporation" means a water supply corporation operating under Chapter 67, Water Code.

SECTION 2. BOARD OF DIRECTORS

2.1 Composition and Appointment; Terms of Office

- (a) The District is governed by a Board of Directors, which is comprised of seven appointed Directors, three from Fannin County and four from Grayson County. Directors shall serve staggered four-year terms, with the terms of three or four directors from each appointing county expiring on August 31 of each odd-numbered year. In accordance with the District Act, the Directors shall be appointed as follows:

- (1) one Director shall be appointed by the Fannin County Commissioners Court at the discretion of the Commissioners Court;
 - (2) one Director shall be appointed by the Fannin County Commissioners Court from a list of nominees submitted to the Commissioners Court by the governing bodies of the municipalities in Fannin County;
 - (3) one Director shall be appointed by the Fannin County Commissioners Court from a list of nominees submitted to the Commissioners Court by the water services districts and water supply corporations that provide retail water service to customers in Fannin County, subject to the limitation provided by Subsection (b);
 - (4) two Directors shall be appointed by the governing body of the municipality in Grayson County with the largest annual production of groundwater by volume for the four years preceding the appointment;
 - (5) one Director shall be jointly appointed by the governing bodies of the municipalities in Grayson County other than the municipality described by Subsection (a)(4) of this section; and
 - (6) one Director shall be jointly appointed by the governing boards of all water services districts and water supply corporations that provide retail water service to customers in Grayson County, subject to the limitation provided by Subsection (b).
- (b) A water services district or water supply corporation in Grayson and Fannin Counties may not participate in the appointment of a Director unless that district or corporation used groundwater produced from wells located within the district to provide retail water service in the district during the calendar year of the appointment or the calendar year preceding the appointment. The ~~Board or e~~ entity submitting a nomination under this subsection certifies under penalty of perjury through the submission of a nomination that it is qualified under this subsection. The General Manager shall provide notice to each entity thought to have used groundwater produced from wells located within the district to provide retail water service in the district during the calendar year of the appointment or the calendar year preceding the appointment, and such notice shall apprise each entity that by submitting a nomination, the entity certifies that it is qualified.
- (c) To be eligible to serve as a Director, a person must be a registered voter in the appointing county and must qualify to serve as a Director in the manner provided by Section 36.055 of the Texas Water Code. A Director may serve multiple consecutive terms.
- (d) Directors must be appointed not later than the second Monday in August of each odd-numbered year (the "appointment deadline"). Not later than the 60th day before the ~~second Monday in August of each odd-numbered year~~, appointment deadline, the District shall mail written notice to each entity authorized to make an appointment, along with the applicable nomination or appointment form ~~or ballot~~.

~~2.1.1 Procedural Overview: Appointment by Form and by Ballot~~

- ~~(a) The General Manager shall create official appointment forms that shall be provided by mail to each of the appointing bodies designated in Subsections (a)(1) through (4) of Section 2.1. By convention, these appointing bodies shall make their appointments "by form."~~
- ~~(b) The General Manager shall create official appointment ballots that will be provided to governing bodies or boards of directors responsible for jointly appointing a Director as an appointing body designated in Subsections (a)(5) and (6) of Section 2.1. By convention, these appointing bodies make their appointments "by ballot." The official ballot created by the General Manager shall be in the form of a write-in ballot, which shall not identify individual candidates or otherwise constrain the ability of a governing body or board of directors to freely designate any person as their choice for appointed Director.~~

2.2.2 Director Appointment by Form Process

- (a) The General Manager shall create official forms for sending to the nominating and appointing entities as described by this section.
- (b) Not later than 120 days before appointments are due, Pursuant to the schedule set forth in Section 2.1(d), The General Manager shall by mail deliver a written notice to each entity that is authorized under Section 2.1 (a)(2) or (3) to nominate or appoint persons for Director positions that are set to expire in that particular year. Such The notice shall serve as a reminder set forth the process for nominations or appointments, as applicable, and to each entity that a list of nominees must be submitted to the commissioners court not later than the 30th day before the second Monday in August of each odd-numbered year ("the appointment deadline") the deadline for providing the form with the nominee or appointment to the District. It shall be the responsibility of the individual entities authorized to nominate persons to compile a list of nominees and submit it to the commissioners court, or to individually submit such nominations. Each nominating or appointing body shall make its choice for Director according to its own procedures, and shall submit the name of its chosen nomination or appointment by the established due date.
- (c) For the Director positions appointed pursuant to Section 2.1(a)(2) and (3), upon receipt of nominees submitted to the District by the nominating entities, the General Manager shall then compile and send the official list of nominees to the commissioners court not later than the 30th day before the appointment deadline. The commissioners court shall make its selection for the applicable Director position from the official list submitted by the District; provided, however, if nominees were not submitted to the District by the nominating entities, or if the commissioners court does not timely receive a list of nominees from the District by the 30th day before the appointment deadline, the commissioners court may appoint a Director to the position for which the list was not received at the discretion of the commissioners court. The commissioners court shall make its selection for

~~Director in accordance with Subsection (b) of this section.~~

- ~~(b) — Not later than 60 days before appointments are due, the General Manager shall by mail deliver an official appointment form to each appointing body, as designated in Subsection (a) of Section 2.1.1, that is entitled to make an appointment by form in that particular year. Each appointing body shall make its choice for its appointed Director according to its own procedures, and shall submit the name of its chosen appointment by completing the official form provided by the General Manager and returning the official appointment form to the General Manager by the established due date.~~
- ~~(c) — As soon as practicable after appointment forms are due, the General Manager shall certify in writing to the Board that the appointments by form were submitted in accordance with Subsection (b) of this section, and shall make a reasonable effort to verify that the appointed Directors are qualified to serve on the Board.~~
- ~~(d) — For the Director positions appointed pursuant to Section 2.1(a)(5) and (6), the individual with the greatest number of forms submitted in his or her favor automatically becomes the appointed Director selected by the appointing bodies. In the event that the forms submitted for an appointment produce a tie, the General Manager shall send appointment ballots to the appropriate appointing bodies within 10 days of the determination that a tie has occurred. In order to break the tie, the appointment ballots shall list the candidates tied for the appointment and direct the appointing bodies to select only one person from the listed candidates. The tie-breaking appointment ballots must be received by the General Manager no later than 5 p.m. on the 30th day after the date such ballots were mailed to the appointing bodies by the General Manager.~~
- ~~(e) — As soon as practicable after all appointment forms are received, the General Manager shall certify in writing to the Board that the appointments were submitted in accordance with this section, and shall also make a reasonable effort to verify that the appointed Directors are qualified to serve on the Board. Following certification and verification, the General Manager shall present the names of the newly appointed Directors to the Board for instatement. —The General Manager is responsible for ensuring that the newly appointed Directors follow the requirements for the instatement of new Directors.~~

~~2.1.3 — Appointment by Ballot~~

- ~~(a) — Not later than 60 days before appointments are due, the General Manager shall by mail deliver official appointment ballots to the following governing bodies or boards of directors entitled to jointly appoint a Director in that particular year, as designated in Subsection (b) of Section 2.1.1:~~
 - ~~(1) — The governing body of each municipality in Grayson County other than the municipality in Grayson County with the largest annual production of groundwater by volume for the four years preceding the appointment. In~~

~~accordance with its own procedures, each governing body shall complete the official appointment ballot with the name of their desired appointment for Director and return the completed ballot to the General Manager on or before the established due date for appointments.~~

~~(2) — The governing board of each water services district and each water supply corporation that provides retail water service to customers in Grayson County, subject to the limitation in Subsection 2.1 (b). In accordance with its own procedures, each board shall complete the official appointment ballot with the name of their desired appointment for Director and return the completed ballot to the General Manager on or before the established due date for appointments.~~

~~(b) — As soon as practicable after appointment ballots are due, the General Manager shall:~~

~~(1) — Determine the individual with the greatest number of ballots in his or her favor submitted according to Subsection (a)(1) of this section. This individual is the appointed Director selected by the appointing body designated in Subsection (a)(5) of Section 2.1.~~

~~(2) — Determine the individual with the greatest number of ballots in his or her favor submitted according to Subsection (a)(2) of this section. This individual is the appointed Director selected by the appointing body designated in Subsection (a)(6) of Section 2.1.~~

~~(c) — The General Manager shall certify his or her identification of the Directors appointed according to this section, and that the appointed Directors are qualified to serve on the Board. Following certification and verification, the General Manager shall present the names of these newly appointed Directors to the Board for instatement. The General Manager is responsible for ensuring that the newly appointed Directors follow the requirements for the instatement of new Directors.~~

~~(d) In the event that the ballots for an appointment produce a tie, the General Manager shall resubmit appointment ballots to the appropriate appointing bodies within 10 days of the determination by the General Manager that a tie has occurred. In order to break a tie, however, these appointment ballots shall set forth the candidates tied for the appointment and direct the governing bodies or boards of directors comprising the appointing body to select only from the listed candidates. The tie-breaking appointment ballots must be received by the General~~

~~Manager by 5 p.m. on the 30th day after the date such ballots were mailed to the appointing bodies by the General Manager.~~

2.31.4 Miscellaneous Appointment Provisions

(a) All appointment forms or ballots due to the General Manager must be received by

5 p.m. on the date those appointment forms or ballots are due; appointment forms or ballots received after this time are invalid. All appointment forms or ballots timely received by the General Manager in accordance with the procedures set forth in this section cannot be retracted, altered, or otherwise amended after 5 p.m. of the date those appointment forms or ballots are due.

- (b) A Director appointed in accordance with the procedures set forth in this section may only be removed in accordance with the laws of the State. The body responsible for a Director's appointment has no power to remove that Director during his or her term, except as provided under the laws of this State related to the removal of public officers generally. This does not affect the power of the appointing body to fill a vacancy in accordance with these Bylaws.
- (c) If any appointee does not fulfill the qualifications for a Director, then the vacancy procedures set forth in Section 2.42 of these Bylaws shall be followed to select another appointee. ~~The vacancy procedures set forth in the District's Bylaws shall likewise be followed in the event that an appointing body fails or refuses to follow the procedures set forth in this section. Vacancy procedures will not be followed and the General Manager shall not refuse to certify an appointment by ballot, however, simply because any governing body or board entitled to jointly appoint a Director under Subsection (a) of Section 2.1.3 of these Bylaws fails or refuses to follow the procedures set forth herein; the appointment ballot of such a governing body or board is invalid.~~
- ~~(d) Only appointments designated on completed, official forms or ballots provided by the General Manager will be honored.~~
- ~~(de)~~ -The General Manager shall preserve ~~ballots and all Director appointment-related documents permanently in the District's records. for not less than four years after the date of appointment. Thereafter, the General Manager may destroy such ballots and related documents in accordance with the District's adopted records retention schedule.~~ Upon written request to the Board President by any Director of the Board of Directors as comprised prior to appointments or upon the Board President's own initiative, the Board as comprised prior to appointments shall review the appointments submitted and the certification of the General Manager at the next available Board meeting and may ratify or overrule such certification. A request under this subsection must occur prior to the instatement of newly appointed Directors pursuant to the General Manager's certification.

2.42 Director Vacancies; Notification

Should a vacancy occur on the Board for any reason, the entity(ies) that appointed the Director who vacated the office shall appoint a person to fill the vacancy for the unexpired term in a manner that meets the representational requirements of the District Act and these Bylaws. Within thirty (30) days after any appointment of a Director, the District shall notify the Executive Director of the Texas Commission on Environmental Quality in accordance with Section 35.054(e), Water Code. A Director shall serve until

the Director's successor has been qualified.

2.53 Sworn Statement; Bond; Oath of Office

As soon as practicable after a Director is appointed, the Director shall make the sworn statement prescribed by the Texas Constitution, take the oath of office, and execute a bond, as required by Section 36.055, Water Code. The District shall file the sworn statement, oath, and bond as prescribed in Section 36.055(d).

2.64 Officers

Each odd-numbered year at its regular August meeting, or at its next regular meeting if there is no August meeting, the Board shall meet and elect three Directors to serve as officers, whose titles shall be President, Vice-President, and Secretary/Treasurer. Officers shall be elected for terms of one year. Officers may serve multiple consecutive terms.

The President shall serve as the Board Chair, preside at all Board meetings, execute ~~all~~ documents on behalf of the District as necessary, and perform other duties prescribed by the Board.

The Vice-President shall act as the President in case of the absence or disability of the President, and perform other duties prescribed by the Board.

The Secretary/Treasurer shall be responsible for seeing that all records and books of the District are properly kept, according to the requirements of Sections 36.054(c) and 36.065, Water Code, shall attest the President's signature on all documents, and shall perform other duties prescribed by the Board.

The Board may appoint other Directors, the General Manager, or any employee as an Assistant Secretary to assist the Secretary/Treasurer, and any such person shall be entitled to certify as to the authenticity of any record of the District, including but not limited to all proceedings relating to bonds, contracts, or indebtedness of the District.

The Board shall fill vacant officer positions as needed to serve the remainder of the unexpired term of such vacant officer. ~~A vacancy in the position of President/Board Chair must be filled by a Director from the same county.~~ If the Board selects a Director who holds another office at the time of the vacancy to fill the unexpired term, the Board shall select another Director to serve the remainder of the unexpired term of such second officer.

2.75 Indemnification of Directors and Employees

The District may purchase and maintain insurance or bonding on behalf of any person who is a Director or employee of the District in any capacity or arising out of his status as such.

Each Director and employee is indemnified by the District against any liability imposed

upon him and for any expense reasonably incurred by him in connection with any claim made against him, or any action, suit or proceeding to which he may be a party by reason of his being, or having been, a Director or employee, and against such sums as counsel selected by the Board shall deem reasonable payment made in settlement of any such claim, action, suit, or proceeding; provided, however, that no Director or employee shall be indemnified with respect to actual damages arising out of a cause of action for a willful act or omission, an act or omission constituting gross negligence or official misconduct, or with respect to matters for which such indemnification would be unlawful or against public policy. Any right of indemnification granted by this section is in addition to and not in lieu of any other such right for which any Director or employee of the District may at any time be entitled under the laws of the State of Texas; and if any indemnification that would otherwise be granted by this section is disallowed by any competent court or administrative body as illegal or against public policy, then any Director or employee with respect to whom such adjudication was made, and any other Director or employee, shall be indemnified to the fullest extent permitted by law or public policy, it being the express intent of the District to indemnify its Directors and employees to the fullest extent possible in conformity with these Bylaws, all applicable laws and public policy. The indemnification provided herein shall inure to the benefit of the heirs, executors, and administrators of each Director and employee of the District.

2.86 Conflicts of Interest

A person who qualifies as a Director may participate in all votes relating to the business of the District, regardless of any common law doctrine or statutory prohibition related to conflicts of interest or incompatibility. Section 36.058, Texas Water Code, relating to conflicts of interest, does not apply to this District.

2.97 Open Meetings and Public Information Training

Directors shall comply with the requirements for open meetings and public information training as provided by Sections 551.005 and 552.012, Government Code.

2.108 Fees of Office and Reimbursement of Expenses

Directors may not receive fees of office or other compensation for performing the duties of Director. However, subject to prior approval of the Board or upon request of the President or General Manager, a Director is entitled to reimbursement of actual expenses reasonably and necessarily incurred while engaging in activities on behalf of the District. A position on the board shall not be considered a civil office of emolument for any purpose.

2.119 Decennial Review of District Representation

Not later than January 1, 2019, and every 10 years following that date, the Board shall complete a review of the adequacy of representation of water users on the Board based on groundwater production and use within the District. Not later than the 20th day following the date the review is complete, the Board shall submit the review and any recommendation the Board may have relating to the reapportionment of Directors or the representational

structure of the Board to each member of the house of representatives and each member of the senate whose state legislative district includes territory in the district.

SECTION 3. BOARD MEETINGS

3.1 Regular and Special Meetings of the Board

The Board shall schedule regular meetings at least quarterly, as the Board may establish from time to time. At the request of the President or presiding officer, or by written request of at least three Directors, the Board shall hold special meetings. All Board meetings shall be held in accordance with the Open Meetings Act, Chapter 551, Texas Government Code. The Board President shall prepare and accept items for inclusion on the official agenda of all Board meetings subject to policies and rules adopted by the Board.

The Board may provide members of the public an opportunity to speak and may place reasonable limitations on such public comment, including time limitations, prohibiting unduly repetitious comments or improper conduct, and requiring persons wishing to provide comment to complete an information card. A registration form may be provided for this purpose. At the discretion of the President or presiding officer, the Board may seek public comment or ask questions of any person in attendance. Public comment at permit application hearings and rulemaking hearings shall be as provided in the District Rules.

To the extent necessary for orderly conduct of meetings at the discretion of the President, the guidelines of "Roberts Rules of Order Newly Revised," New Edition, by Henry M. Robert III, 10th Edition, 2000, or as amended, or other guidelines as preferred may be followed, insofar as such procedures do not conflict with the District Rules, orders or resolutions of the District, or state law.

3.2 Work Sessions

From time to time, a regular or special Board meeting, or portion thereof, may be designated as a Work Session for the Board and its employees to discuss and evaluate issues that may require lengthy presentations not generally possible during a regular Board meeting. Work Sessions are primarily for the benefit of the Board and employees, although they will be open to the public. During work sessions of the Board, no public comment will be heard, unless specifically requested by a Director and recognized by the President.

3.3 Quorum

- (a) A quorum of the Board must be present to conduct District business. A quorum exists when four or more Directors are present. Unless otherwise expressly provided herein, a concurrence of a majority of the entire Board is required for transacting any business of the District. When the quorum is four Directors, all four Directors must vote in agreement for a motion to prevail.
- (b) A concurrence of not fewer than six Directors is required for transacting the

following District business:

- (1) establishing or amending a groundwater production fee assessed by the District based on the amount of groundwater authorized by permit to be withdrawn from a well or on the amount of water actually withdrawn from a well;
 - (2) adopting the annual budget of the District; and
 - (3) granting or denying a permit or permit amendment for a well that is intended to produce water within the District which will be transported in any amount for use outside the boundaries of the District, except as provided by Subsection (c) of this section.
- (c) A concurrence of a majority of the Board is sufficient to grant or deny a permit or permit amendment submitted by a retail public utility that provides retail water service in the district and intends to:
- (1) produce water from a well located within the District and inside the boundaries or a certificated service area of a retail public utility; and
 - (2) transport the water outside the District, so long as the water is used within the same certificated service area or boundary of the retail public utility.

SECTION 4. COMMITTEES

4.1 Committees

The President may establish and appoint Directors and/or other persons for advisory committees for formulation of recommendations to the Board or for such other purposes as the President may designate. The President shall establish an audit or finance committee comprised only of Directors. The President ~~shall~~may select a person to serve as Chair of ~~each a~~ committee. Each member of a committee shall have a single vote on any issue before the committee. Written proxy votes shall not be allowed. A meeting of a committee where less than a quorum of the Board is present is not subject to the provisions of the Open Meetings Act.

Committee members serve at the pleasure of the President. Committee membership is voluntary and without compensation or reimbursement, except for reimbursement of expenses of Directors as set forth under Section 2.8.

SECTION 5. EMPLOYEES

5.1 General Manager and Employees

The Board may employ or contract with a person to perform such services as General Manager for the District and set the General Manager's salary. A Director may not be

employed as General Manager of the District. At least annually, the Board shall review the actions and performance of the General Manager to determine how the General Manager has fulfilled his responsibilities and whether additional responsibilities should be delegated to him.

5.2 Delegation of Authority

The General Manager shall be the chief administrative officer of the District and shall have full authority to manage and operate the affairs of the District, subject only to the direction given by the Board through policies, resolutions, and orders adopted by it. The General Manager, with the approval of the Board, may employ all persons necessary for the proper handling of the business and operations of the District and determine the compensation to be paid all employees other than the General Manager, subject to the constraints of the annual budget approved by the Board. The General Manager may delegate his administrative duties as may be necessary to effectively and expeditiously accomplish his duties, provided however, that no such delegation shall ever relieve him of responsibilities which are ultimately his under the District Act, District Rules, District Bylaws, or Board orders. In the absence of a General Manager, the President shall exercise all of the duties delegated to the General Manager.

SECTION 6. DISTRICT ADMINISTRATION

6.1 District Address:

The District's mailing and physical address is 5100 Airport Drive, Denison, Texas 75020. Such addresses may be changed by resolution of the Board.

6.2 Minutes and Records of the District

All documents, reports, records, taped recordings, and minutes of the District shall be available for public inspection in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. The preservation, storage, destruction, or other disposition of the District's records is subject to Chapter 201, Texas Government Code.

6.3 Office Hours

After an office has been established, the regular office hours of the District shall be determined by the Board. From time to time, circumstances may require the General Manager to modify these hours on a temporary basis. Operating hours, both regular and temporary, shall be posted on or near the front door to the District office. Permanent changes in the District's regular office hours may be approved by the Board from time to time as needed or as may be appropriate.

6.4 Official Seal

The Board, by resolution, may adopt an official seal for the District to be used on official documents of the District.

SECTION 7. FINANCIAL

7.1 Contracts, Instruments, and Documents:

The Board may authorize the President or the General Manager to enter into any contract or to execute and deliver any instrument or document in the name of and on behalf of the District. All contracts shall be executed by either the President or the General Manager, attested by the Board Secretary/Treasurer, and, if deemed necessary by the Board or General Manager, approved by the District's legal counsel.

7.2 Loans

No loans shall be contracted on behalf of the District and no evidence of indebtedness shall be issued in its name unless authorized by the Board, executed by the President, and attested to by the Board Secretary/Treasurer.

7.3 Expenditures

The District's money may be disbursed only by check, draft, order, or other instrument, which shall be signed by at least two Directors unless the Board has authorized by resolution certain employees, or a combination of employees and Directors, to so sign, or as authorized by law.

7.4 Depositories

The Board shall name one or more banks to serve as depository for district funds and shall deposit such funds in accordance with Section 36.155, Water Code.

7.5 Investments

Funds of the District may be invested and reinvested in accordance with the provisions of the Public Funds Investment Act, Chapter 2256, Government Code, and in accordance with the investment policy of the District.

7.6 Annual Audit

The Board at the end of each fiscal year shall have prepared an audit of its affairs by an independent certified public accountant, which shall have no personal interest directly or indirectly in the fiscal affairs of the District and shall be experienced and qualified in the accounting and auditing of public bodies. This audit shall be open to public inspection. The audit shall be performed in accordance with generally accepted auditing standards and shall satisfy all requirements imposed by Chapter 36, Texas Water Code. The District's auditors may undertake consulting services for the District in addition to their

duties in connection with the annual audit.

7.7 Budget

Prior to the commencement of each fiscal year, the Board shall adopt an annual budget in accordance with Section 36.154, Water Code.

7.8 Taxes Prohibited; Assessment of Fees; Use of Revenue

The District may not impose a tax. The Board shall annually set groundwater production fees and other fees in accordance with the District Act and the Water Code. The District may use revenues generated from fees for any lawful purpose.

7.9 Fiscal Year

The District's fiscal year shall begin on the first day of January.

7.10 Purchasing

The Board shall have the right to purchase all materials, supplies, equipment, vehicles, and machinery needed by the District to perform its purposes. Expenditures to acquire goods or services valued at greater than five hundred dollars (\$500.00) require approval by the Board in advance. If the General Manager determines that an emergency acquisition must be made which requires an expenditure greater than five hundred dollars (\$500.00), he shall obtain verbal approval from the President. The transaction shall be presented to the Board for approval and validation at its next meeting. Expenditures of less than five hundred dollars (\$500.00) may be made by the President or General Manager without prior Board approval if the expenditure falls within the existing budget.

No expenditures shall be made that are not authorized by the budget. This requirement shall not, however, prevent the Board from amending the budget at the same time that it authorizes an expenditure, provided that funds are available from other budget categories or that reserve funds are available.

All purchases from \$500 to \$5000 shall require at least three verbal estimates, and all purchases between \$5,000 and \$50,000 shall require at least three written bids/quotes if the purchase is not from a sole-source vendor. Construction contracts and contracts for the acquisition of materials and machinery requiring the expenditure of \$50,000 or more must be purchased under formal competitive sealed bidding rules or other competitive procurement method, as provided by law.

7.11 Bond Requirement

The Board shall require a Director, employee, or consultant who collects, pays, or handles any funds of the district to furnish good and sufficient bond as provided under Section 36.057(d), Water Code.

SECTION 8.0. BYLAWS

The Board may amend or repeal in whole or in part these Bylaws by a majority vote of the entire Board.

ATTACHMENT 9



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: April 13, 2017

SUBJECT: AGENDA ITEM NO. 9

CONSIDER AND ACT UPON WELL MONITORING CONTRACT

ISSUE

Consideration of a generic well monitoring contract for the District to use for building our monitoring network.

BACKGROUND

In the District's new management plan, the District has committed to taking over the monitoring activities of water levels in the District from the TWDB. There are currently 15 monitoring wells that the TWDB monitors on an annual basis. The District also has a draft well monitoring plan that will be presented at a future Board Meeting when James Beach happens to be present for other business. The conclusion of the draft well monitoring plan recommends we continue monitoring the TWDB wells as well as adding additional wells to our network as the TWDB wells alone are not sufficient for DFC monitoring purposes.

In order to begin bringing wells into the District's monitoring plan, it has been recommended by the District's legal counsel to have a letter agreement in place that indemnifies both parties and presents a clear understanding of what we intend to do by collecting the data.

CONSIDERATIONS

The District staff and legal counsel have worked together to develop the attached letter agreement.

Additional agreements may need to be developed in the event the District desires to take on retired wells for the purposes of installing automatic water level recorders.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of the Letter Agreement with well owners that the District staff identifies as candidates for our water level monitoring network.

ATTACHMENTS

Letter Agreement

PREPARED AND SUBMITTED BY:


Drew Satterwhite, P.E., General Manager

MONITORING WELL AGREEMENT

THE STATE OF TEXAS

RED RIVER GROUNDWATER CONSERVATION DISTRICT

PARTIES TO AGREEMENT:

WELL OWNER:

Well Owner's Mailing Address: _____

Phone: _____

Email: _____

WELL OWNER'S PROPERTY:

(1) If platted lot - Lot and Block Description: _____

(2) Well GPS Coordinate N _____, W _____

*Provide GPS coordinates for all wells on the same contiguous property location that will be used under this Agreement

(3) That certain _____ -acre tract in _____ County, Texas, associated with street address: _____

DISTRICT: Red River Groundwater Conservation District

District's Mailing Address: P.O. Box 1214
Sherman, TX 75091

Well Owner and District are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

In consideration of the mutual promises and obligations contained in this Agreement, the Well Owner and District hereby agree as follows:

AGREEMENT:

ARTICLE I – EFFECTIVE DATE, TERMINATION & TERM

- 1.1 **Effective Date.** This Monitoring Well Agreement between the Well Owner and the District (the "**Agreement**") is effective as of _____ (the "**Effective Date**").

- 1.2 **Right to Terminate Agreement.** The Well Owner and the District agree that the Well Owner and District may terminate this Agreement with respect to an individual Well or with respect to all Wells: (a) at any time after the Effective Date of this Agreement by providing written notice to the other party at least one hundred twenty (120) days prior to the intended date of termination; or (b) at any time by mutual written agreement of the parties. In the event of either such termination of (a) or (b) above (the "**Early Termination**"), the Well Owner may request in writing that the District properly cap the Well, or the Well Owner may begin or continue to use the Well if allowed to do so by all applicable laws and regulations, including the rules of the District. All equipment belonging to or installed by the District at the Wells, if any, shall at all times belong to the District and, in the event of Early Termination of this Agreement or expiration of the Term, the Well Owner shall allow the District one hundred twenty (120) days from either the notice of termination or expiration of Term, as applicable, to remove any such equipment from the Wells. Upon any termination, the District agrees to restore the site to the condition as of the Effective Date to the extent practicable from any of its activities.
- 1.3 **Term of Agreement.** The Agreement shall commence on the Effective Date and terminate upon the expiration of ninety-nine (99) years after the Effective Date, unless terminated earlier according to provisions herein (the "**Term**").

ARTICLE II – DISTRICT USES AND PURPOSE OF WELLS

- 2.1 **Use and Purpose of Wells.** The Well Owner authorizes the District to access one or more of the Well Owner's water well(s) at the location(s) described above (individually or collectively herein referred to as the "**Well**" or "**Well(s)**") for any of the following purposes: (a) monitoring groundwater levels for inclusion in the District's Water Well Monitoring Program (the "**Program**") as further described in subsection (A) below, (b) collecting water quality samples, or (c) other studies of groundwater related to the District's statutory purposes (collectively (a) (b) and (c) above, the "**District Uses**"). The Well Owner specifically retains all rights of ownership to the Well(s) and Well Owner Property.
- A. **Description of Program.** A monitoring probe may be placed in the Well(s) below the static water level. If so, a cable will run from the probe to the surface. The probe will measure and store water level changes. The District will download the readings on a periodic basis. The District may install equipment at the Well(s) to send the information to the District's computer on a "real-time" basis. The District may physically measure the water levels in the Well by means of a measuring tape or other equipment suited for that purpose. The District may collect water samples from the Well for water quality analysis, and conduct other studies mutually agreeable to the Parties which further the knowledge of groundwater conditions in the District's boundaries.
- B. **Data from Program.** The District shall make data gathered from the well available to the Well Owner at no cost to the Well Owner.

- 2.2 **Costs of District Uses.** The District shall pay any and all costs associated with the installation, operation and maintenance of the equipment used in the Program or for any District Uses.
- 2.3 **Regulatory Compliance and Safety.** The District, its employees, contractors, and agents agree to comply at all times with all applicable laws, rules, regulations and safety standards in connection with the District Uses.
- 2.4 **Well Owner Activities.** The Well Owner agrees that if the Well Owner needs to drill a water well, install a septic tank, septic tank drain field, or any other activity that could disrupt the District Uses, including groundwater data collection from the Well, the Well Owner shall make diligent effort to avoid unreasonable interference with the Program and District Uses. If the Well Owner intends to pull or rework the Well or its pump, the Well Owner shall make diligent effort to protect and maintain any air line installed in the well for monitoring purposes. If the Well Owner intends to engage in any such activities or projects that could affect the District Uses, the Well Owner shall notify the District in advance in order to minimize any interference.
- 2.5 **Mutual Indemnification.** To the extent permitted by law, the Parties to this Agreement shall indemnify and hold each other harmless from any and all claims related to a Party's, or its partners', agents', employees', contractors', and/or licensees', actions and activities at the Well(s) and on the Well Owner's Property.

ARTICLE III – DISTRICT ACCESS TO WELLS AND UTILITIES

- 3.1 **Access.** The District shall have the right of pedestrian and vehicular ingress and egress over, across and upon Well Owner's Property, subject to reasonable regulation by the Well Owner, for District Uses and accessing the Well(s) for operating, repairing, inspecting, maintaining, replacing, and removing equipment in the Well(s).
- 3.2 **Utilities.** The District shall have the right to access utility lines in order to provide any telecommunications and electrical service to the Well(s) as necessary for the District Uses. If utility lines are not accessible to the Well, District may extend such utilities as necessary at District's sole cost and expense, subject to the consent of Well Owner as to the location.

(Signature Blocks on Next Page)

[IF INDIVIDUAL]

WELL OWNER:

Printed Name: _____

_____ Date

[IF ENTITY]

WELL OWNER:

RED RIVER GROUNDWATER
CONSERVATION DISTRICT:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT 11



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: April 13, 2017

SUBJECT: AGENDA ITEM NO. 11

CONSIDER AND ACT UPON A CONTRACT WITH NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT AND INTERA, INC. FOR DEVELOPING A WATER WELL MANAGEMENT SYSTEM FOR THE DISTRICT

ISSUE

Consideration of a contract with INTERA for the development of a water well management system, otherwise called our geodatabase.

BACKGROUND

Last year, the Board of Directors authorized the staff to begin working with the Geodatabase Committee ("Committee") to develop a Request for Qualifications ("RFQ") in order to solicit firms to build a new geodatabase. The staff and Committee then put together an RFQ and sent it out to known firms along with posting it to the District website and Texas Alliance of Groundwater Districts website. Statements of Qualifications ("SOQ") were received from six (6) firms late last year. The staff and Committee reviewed the SOQs and narrowed the list of firms to interview down to five (5). On January 19, 2017 the staff and Committees, including NTGCD Committee, received presentations from the firms. After hearing presentations from the firms, the staff and Committees then began to review the differences in each of the firms and what they had to offer. The decision was unanimous to select INTERA as the most qualified firm to meet the District's and NTGCD's needs.

At the February Board meeting, the Board of Directors received a report from the staff and Committee. The Board subsequently selected INTERA and authorized the staff to begin developing a scope of work and contract.

The proposed contract is attached to this memo. The contract is for a total of \$167,000, which would be divided equally between the District and NTGCD. This contract includes all of the necessary work to have a fully operational geodatabase. It is also worth noting that the estimated annual hosting cost of \$500 would be split equally between the Districts.

CONSIDERATIONS

The District staff and legal counsel have worked with INTERA to develop the contract and scope of services. The staff believes that all parties have a clear understanding of what is expected.

By entering into this contract and participating in the cost sharing of a new geodatabase, the District will receive a substantial cost reduction in the development, hosting, maintenance and any future additions that both Districts desire. The District staff believes the new geodatabase will improve operational efficiencies, data accuracy and data comprehension. The staff also believes the new system will benefit well owners and well drillers.

The North Texas Groundwater Conservation District met on April 11, 2017 and accepted this agreement at that time.

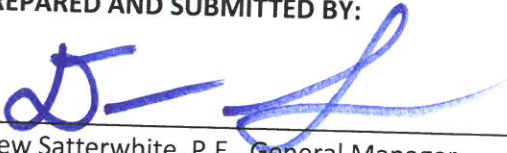
STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of a contract with INTERA to develop a new water well management system, or geodatabase, for the District.

ATTACHMENTS

INTERA Contract

PREPARED AND SUBMITTED BY:

A handwritten signature in blue ink, appearing to read 'Drew Satterwhite', is written over a horizontal line.

Drew Satterwhite, P.E., General Manager

STANDARD TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of 11 April 2017 between INTERA Incorporated, ("INTERA") a Texas Corporation, and both North Texas Groundwater Conservation District, a Texas governmental entity and Red River Groundwater Conservation District, a Texas governmental entity, individually, the Client and jointly, the Clients ("Client" and jointly "Clients"). Individually, INTERA and each Client are sometimes referred to as a Party and collectively as Parties.

WHEREAS, the Clients desire INTERA to furnish certain technical, maintenance, construction, installation and/or related services ("Services") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

WHEREAS, in certain situations, the Clients also desire INTERA to furnish certain equipment, materials and other goods (collectively "Goods") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

The Clients jointly desire INTERA to perform the Services and provide the Goods described in Attachment A.

ARTICLE 2. TERM

The term of this Agreement will commence on 11 April 2017 and will continue until 30 June 2018 unless sooner terminated as provided in this Agreement.

ARTICLE 3. INVOICING AND PAYMENT

For performance of the Services, the Parties agree that the Clients shall be jointly responsible for the payment to INTERA of the compensation specified in Attachment B. This compensation will be invoiced in equal amounts separately to each Client at monthly intervals along with reimbursables and will be due and payable by each Client within 30 days following the date of the invoice. In the event that part of an individual Client invoice is in dispute, that Client agrees to pay the undisputed portion of its invoice according to the payment terms hereunder. If for any reason a Client fails to pay INTERA in full within 30 days from the date of an invoice, that Client will pay INTERA a late payment charge each month equal to one percent (1%) of any unpaid balance or the highest rate permitted by law, whichever is the lesser. If for any reason either Client fails to pay INTERA in full within 45 days from the date of an invoice, INTERA may, at INTERA's sole option, (i) suspend its performance of Services and supply of Goods until all outstanding bills have been paid in full by both Clients, (ii) suspend its performance of Services and supply of Goods until an amended Agreement is executed addressing compensation for any remaining workscope or (iii) terminate this Agreement.

ARTICLE 4. REPRESENTATIVES

INTERA will cooperate with the Clients and be subject to the direction and control of Clients' designated representative. The Clients will designate a single representative who will be the authorized representative of the Clients regarding this Agreement and Services and will inform INTERA promptly upon discovery of any aspect of the Services or Goods, which does not meet with Clients' approval. INTERA will also designate a representative who will be responsible for the execution of the Services and the provision of Goods and will be the authorized representative of INTERA for this Agreement.

ARTICLE 5. RECORDS

For a period of one year after completion of the Services under this Agreement, INTERA will, upon written request of the Clients, provide reasonable access to necessary supporting records and documentation.

ARTICLE 6. RELATIONSHIP OF THE PARTIES

6.1. Independent Contractor. INTERA will perform the Services as an independent contractor. INTERA acknowledges and agrees that no employer-employee relationship exists or is intended to be created between INTERA and either Client.

6.2. Assumption or Creation of Obligations or Responsibilities. Neither Party will have the right to assume or create obligations or responsibilities of any type in the name of the other Party unless expressly authorized to do so in writing by the Party taking on the obligation.

ARTICLE 7. SUBCONTRACTOR AND SUPPLIERS

INTERA will have the right to retain subcontractors and suppliers to assist INTERA in the performance of the Services and the provision of Goods.

ARTICLE 8. CONFIDENTIALITY AND RIGHTS IN DATA

8.1. Maintenance of Confidentiality. Information disclosed by one Party to the other Party during the performance of the Services may include the confidential or proprietary information of the disclosing Party and that Party's agents, subcontractors or suppliers. In the event such information is expressly identified as proprietary or confidential prior to or at the time of disclosure, the Party receiving such information will keep it in confidence and

will not furnish or otherwise disclose it to any third party during or after completion of the applicable Services for a period of three years. Neither Party will be obligated to maintain the confidentiality of any information designated by the other Party as confidential or proprietary if the information:

8.1.1. Was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no prior legal obligation to protect such information;

8.1.2. Is independently developed by the receiving Party without the utilization of the confidential or proprietary information;

8.1.3. Is or becomes public knowledge without the fault of the receiving Party;

8.1.4. Becomes available to the receiving Party from a source other than the disclosing Party where the receiving Party is not under any legal obligation to protect such information; or

8.1.5. The information is disclosed pursuant to a governmental or legal requirement.

8.2. Provision of Information to INTERA. The Clients will promptly furnish INTERA with all information necessary for INTERA to perform the Services and supply the Goods. INTERA and its subcontractors will be entitled to rely upon such information and upon information from generally acceptable reputable sources without independent verification in the performance of the Services or supplying of Goods.

8.3. Intellectual Property. For the purposes of this Agreement, Intellectual Property means software, including copyrights and patentable inventions, designs, technical data, ideas, reports, documentation and other information related thereto. INTERA shall retain ownership of all pre-existing INTERA owned Intellectual Property. INTERA will grant to the Clients a royalty-free, nonexclusive license to any INTERA-owned pre-existing Intellectual Property incorporated into the software products developed under this Agreement upon receipt of all payments due under this Agreement. All Intellectual Property developed by INTERA during the term of this Agreement shall be jointly owned by INTERA and the Clients. INTERA and the Clients shall each have full and unrestricted rights to use the Intellectual Property with a no compensation obligation.

ARTICLE 9. TERMINATION

9.1. Clients Right to Terminate. Clients may individually or collectively terminate this Agreement, in whole or in part, upon 30 days prior written notice to INTERA and, in the case of an individual Client termination, 30 days prior written notice to the other Client, but such termination will not relieve the terminating Client/Clients of its/their obligation to pay INTERA for expenses incurred, Services performed and Goods provided up to the date of termination and all reasonable expenses, which INTERA incurs related to the termination. In the case that termination is by one Client only, then INTERA shall suspend its performance of Services and supply of Goods until an amended Agreement reflecting any necessary adjustment of compensation and/or workscope is executed with the non-terminating Client or the non-terminating Client terminates this Agreement.

9.2. INTERA's Right to Terminate. INTERA may terminate this Agreement, in whole or in part, upon 30 days prior written notice to both Clients, but such termination will not relieve INTERA of its obligation to provide the Clients with a copy of all Reports prepared up to the date of termination of the Agreement.

ARTICLE 10. INDEMNIFICATION, WARRANTY AND LIMITATION OF LIABILITY

10.1. INTERA's Indemnification of Clients. INTERA will indemnify and

STANDARD TECHNICAL SERVICES AGREEMENT

hold harmless each Client, its officers, employees, and agents (the "Client Indemnified Parties") from losses (including, but not limited to, attorneys' fees and expenses) of the Client Indemnified Parties to the extent caused by the 1) negligent acts or omissions of INTERA, 2) reckless acts or omissions of INTERA, 3) intentional misconduct of INTERA, 4) material misrepresentations of INTERA, 5) material breaches of contract or warranty by INTERA and 6) infringement of United States patents, copyrights and trademarks by INTERA.

10.2. Client's Indemnification of INTERA. Each Client will individually indemnify and hold harmless INTERA, its officers, employees, agents, subcontractors and suppliers (the "INTERA Indemnified Parties") from losses (including, but not limited to attorneys' fees and expenses) of the INTERA Indemnified Parties to the extent caused by the 1) negligent acts or omissions of Client, 2) reckless acts or omissions of Client, 3) intentional misconduct of Client, 4) material misrepresentations of Client, 5) material breaches of contract or warranty by Client and 6) infringement of United States patents, copyrights and trademarks by Client.

10.3. INTERA's Warranty and Limitation of Liability. INTERA warrants that the Services will be performed, within the limits prescribed by the Clients, with professional thoroughness and competence. Notwithstanding anything to the contrary herein, INTERA's total cumulative liability for claims of any kind whether based in contract, tort (including negligence and strict liability), under any warranty, indemnification, or otherwise, for any loss or damage arising out of or related to this Agreement or the performance of the Services, will in no case exceed the compensation paid to INTERA by the Clients for the Services.

ARTICLE 11. INSURANCE

11.1. Insurance Coverage. Prior to commencing with the Services and at all times during the term of this Agreement, INTERA will provide and maintain in full force and effect, insurance of the types and with limits not less than those specified as follows:

11.1.1. Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over employees who are engaged in the Scope of Services, and Employer's Liability insurance of One Million Dollars (\$1,000,000) each accident; disease-each employee; and disease-policy limit.

11.1.2. Commercial General Liability Insurance with a per occurrence limit of One Million Dollars (\$1,000,000). This policy will include Contractual Liability coverage. This insurance will cover bodily injury to or death of persons, and/or loss of or damage to property.

11.1.3. Automobile (owned, non-owned or hired) Insurance with an each accident limit of One Million Dollars (\$1,000,000) for bodily injury and property damage liability.

11.1.4. Professional Errors and Omissions Insurance of One Million Dollars (\$1,000,000) for each occurrence per claim and in the aggregate.

11.2. Insurance Terms and Conditions. All insurance policies provided and maintained by INTERA will be underwritten by insurers which are rated "A VII" or higher by the most current edition of *Best's Key Rating Guide*, and which are authorized to write insurance in the state or states in which the Services are performed or where the Goods are provided.

ARTICLE 12. DISPUTE RESOLUTION

12.1. Negotiation. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within ten days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and response will include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive in negotiations. Within 20 days after delivery of the initial notice, the executives of both Parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2. Mediation. If the dispute has not been resolved by negotiation as provided above within 30 days after delivery of the initial notice of negotiation, or if the Parties fail to meet within 20 days, the Parties will

endeavor to settle the dispute by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement, provided, however, that if one Party fails to participate in the negotiation as provided above, the other Party can initiate mediation prior to the expiration of the 30 days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panel of Distinguished Neutrals.

12.3. Litigation. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, which has not been resolved by mediation as provided above within 50 days after delivery of the initial notice of negotiation will be finally resolved by litigation.

12.4. The Clients agree to the joinder of any subcontractor hired by INTERA to any proceeding under this Agreement that involves or may involve a subcontractor's Services.

ARTICLE 13. NOTICES

Any notice, request, demand or other communication related to this Agreement will be in writing and will be considered duly made three calendar days after the date of deposit in the U.S. Mail, by certified mail, return receipt requested, postage prepaid, addressed to the applicable Party at the following address or when delivered, if delivered by hand or transmitted by telecopy to the other Party at the following addresses or facsimile numbers:

If to INTERA: INTERA Incorporated
Attn: Patricia Salter, Contracts Manager
1812 Centre Creek Dr., Ste 300
Austin, TX 78754
Telephone: 512.425.2000
Email: psalter@intera.com

If to Clients: Red River Groundwater Conservation District
Attn: Drew Satterwhite
PO Box 1214
Sherman, Texas 75091-1214
Telephone: 800.256.0935
Email: drews@gtua.org

AND North Texas Groundwater Conservation District
Attn: Drew Satterwhite
PO Box 508
Gainesville, Texas 76241
Telephone: 855.426.4433
Email: drews@gtua.org

Either Party may change its address or numbers for receiving notices by giving written notice of the change to the other Party.

ARTICLE 14. MISCELLANEOUS

14.1. Title to Goods. Title to and risk of loss of or damage to Goods will pass to Clients upon delivery of the Goods to the Clients.

14.2. Force Majeure. Neither Party will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of and could not have been anticipated by the affected Party, including, but not limited to, acts of God, storms, floods, fire, strikes, boycotts, other labor disputes, riots, thefts, accidents, acts or failures to act by the other Party; and acts or failures to act by any non-Party government or government agency; provided, however, that any obligation to make payment hereunder will not be extended for any reason. Upon the occurrence of a situation as described above, the time for performance by either Party to this Agreement of its obligations will be extended by a period of time equal to the time lost because of such situation; provided, however, that prompt notice of such a situation will be provided to the other Party and reasonable efforts will be used to mitigate the adverse impact of such a situation.

14.3. Responsibility for Taxes. The Clients will be jointly and severally responsible for and will pay any taxes due to any agency arising out of or under this Agreement or the Services and Goods provided except for those taxes levied upon the net income, gross receipts, real, or personal property of INTERA.

14.4. Assignment. Neither this Agreement nor any rights or obligations under this Agreement will be assigned or otherwise transferred by a Party without the prior written consent of the other Party except that INTERA may assign all or a portion of this Agreement to a subcontractor or supplier without the prior written consent of the Clients.

14.5. Waiver. The failure of either Party to exercise any right under this Agreement or to take any action permitted will not be deemed a waiver of any right in the event of a subsequent breach of a like or different nature.

STANDARD TECHNICAL SERVICES AGREEMENT

14.6. Entire Agreement. The terms and conditions set forth in this Agreement are intended by both Parties to constitute the final and complete statement of their agreement with respect to the subject matter of this Agreement, and all prior proposals, communications, negotiations, agreements, understandings and representations relating the subject matter of this Agreement are hereby superseded. No modification or amendment of this Agreement will be effective unless the same is in writing and signed by both Parties.

14.7. Third Party Beneficiaries. Except as expressly provided to the contrary in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

14.8. Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas and venue shall be in a court of competent jurisdiction in Travis County, Texas.

14.9. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, each of which will remain in full force and effect.

14.10. Captions. The Articles and Section captions in this Agreement are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions in the Agreement.

14.11. Construction. The Parties to this Agreement participated jointly in the negotiation and drafting of this Agreement. Therefore, in the event any

ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

14.12. Counterparts. This Agreement may be executed in the original, by facsimile, by e-mail or by electronic signature in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.13. Professional Materials. INTERA may use these Services and either Client's name in its promotional and professional materials. INTERA will not disclose information that is identified by the Clients as confidential or proprietary according to Article 8.

14.14. Survival. The provisions of Articles 5, 8, 10 and 12 and Sections 14.3, 14.8 and 14.13 of this Agreement will survive the termination or cancellation of this Agreement and the completion of the Scope of Services.

14.15. Attachments. The following attachments are made a part of this Agreement for all purposes:

Attachment A – Scope of Services

Attachment B – Compensation

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Red River Groundwater Conservation District

INTERA Incorporated

By: _____

Printed Name: Drew Satterwhite

Printed Title: General Manager

By: _____

Printed Name: Neil Deeds

Printed Title: Vice President

North Texas Groundwater Conservation District

By: _____

Printed Name: Drew Satterwhite

Printed Title: General Manager

Project ID:

STANDARD TECHNICAL SERVICES AGREEMENT

ATTACHMENT A: SCOPE OF SERVICES

1.0 STATEMENT OF SERVICES, DELIVERABLES AND ESTIMATED COSTS

OVERVIEW

INTERA will develop a web-based water well management system for the Districts named DripDrop (Digital Repository and Interactive Portal for District Records and Operations), which is custom-designed by INTERA to enhance the current data and workflows of the North Texas Groundwater Conservation District and Red River Groundwater Conservation District (the "Districts"). The general technical approach outlined below is based on our experience working with other GCDs and our understanding of the goals of the Districts' water well management system. We identified DripDrop's basic functional requirements during preliminary discussions in our meeting with District staff and incorporated them into the work plan described below. We have selected commonly-used core technologies, such as PostgreSQL, Apache, and Python, so that DripDrop will be reliable over the long term with minimal cost to the Districts. We will only use open source technologies to ensure the Districts will not have to pay license fees. The Districts will also own the software and source code so that maintenance can be transferred to staff or a 3rd party at the Districts' discretion. As requested by the District during preliminary discussions, DripDrop will be hosted through a 3rd party cloud-hosting solution (e.g. Amazon).

DripDrop will be composed of several core components and a collection of application modules. The core components consist of standard low-level technologies: an enterprise geospatial database backend (PostgreSQL) for data storage and retrieval, a geospatial server (Geoserver) for spatial analysis, and a web server (Apache) for serving content to the user. The application modules, which will be designed and built by INTERA to meet the current and future needs of the Districts, consist of web applications for desktop and mobile users. These application modules will facilitate data entry, data evaluation, visualization, and online payments. Based on our meeting with District staff, we have outlined the proposed modules and their functions in the table below.

Proposed application modules and functionality

Core Module

This module will contain many of the core components of the water well management system that are used across other modules. This includes the database of water well and owner information and mapping functionality.

Well Registration

This module will focus on the well registration process for both staff, drillers and well owners/applicants. In addition to standard well registration data, this module will incorporate information from appraisal districts, an online fee payment capability linked to a 3rd party service (e.g. PayPal), calculation of spacing distances in the mapping application and association of wells with aquifer layers in the groundwater availability model. Staff users will be able to view and process well registration applications. Drillers and well owners/applicants will be able to log in and view and/or edit an application.

Meter Readings

The meter reading module will handle the functions of the water well management system related to submission of meter readings by well owners/operators and review and evaluation of water usage by District staff. A key function of this module will be to improve the quality and reliability of submitted meter reading data by performing all conversions within the system (e.g. barrels vs. gallons and meter multipliers). Additional functions that may be incorporated into the module include override functions for District staff, analysis and reporting capabilities for individual well owners and the District, and automatically generated reminders.

Accounting

The accounting module will handle the functions of the district related to fee payments and tracking. This will tie into data from both the well registration and meter reading modules. While this module will not perform all accounting functions of the District, we will integrate this module with Quickbooks to ensure efficient accounting processes.

Field Services

The field services module will be focused on handling the processes of District field staff and the associated data. This module will have both desktop and mobile interfaces. The desktop interface will include functions relating to entering, evaluating and visualizing field data. The mobile interface will focus on field activities such as collection of water level measurements and well inspections. As it will be web-based, the module will work on common mobile platforms such as iOS and Android. Use of mobile devices also allows for taking and storing photos in the field and background location verification through the device's GPS capabilities.

WORK PLAN

Work can be divided into three phases: 1) core system development, 2) user interface (UI) development and application deployment and 3) maintenance. During the first phase, INTERA will develop the basic system and work with District staff to finalize the user interface design. Following a formal progress meeting with District staff, INTERA will develop the application module user interfaces and test and release DripDrop during Phase 2. Once the water well management system is deployed, INTERA will perform routine maintenance at cost as needed during Phase 3. The specific deliverables, schedule, and budget for each phase are outlined below.

The target deployment date is nine (9) months following notice to proceed from the Districts.

PHASE 1

Phase 1 tasks build DripDrop's foundation; INTERA will 1) design and set up the core system, 2) load data currently maintained by the Districts, and 3) develop a design of the user interface in coordination with the Districts. INTERA will also develop and deploy a prototype that demonstrates the core design that the District will review to make final design decisions. INTERA will meet with District staff to review the prototype and finalize the user

STANDARD TECHNICAL SERVICES AGREEMENT

interface design before proceeding to Phase 2. The primary deliverables of this phase are the prototype and detailed functional requirements of each application module.

Task 1: INTERA will perform work needed to establish DripDrop's core functionality. For example, we will create and configure a virtual machine, install the operating system (Ubuntu Linux) and install and develop the basic components that are the foundation for DripDrop's functionality. Components include the data layer (a PostgreSQL relational database with the PostGIS extension), and the server layer: an instance of Geoserver, and Apache web server and Apache TomCat Java application server. We will also install Django, which is a web framework written in Python that facilitates the development of web applications. INTERA will also meet with District staff individually to define formal functional requirements for each application module.

Task 2: INTERA will transfer digital data from the Districts' existing systems into DripDrop's database. We will perform this step at the beginning of the development cycle because a primary District concern is for DripDrop to build upon current services; working with real data during the evaluation of the prototype will help staff better evaluate DripDrop's user interface.

Task 3: INTERA will design the full user interface for each application module, which will be composed of a collection of dynamic web pages that access DripDrop's core system. INTERA will develop a prototype that targets the following District workflows (or as otherwise directed by the District): Core Module, Well Registration, and Well Inspection. INTERA will then meet with the District to review the prototype and finalize the design before proceeding to Phase 2.

PHASE 2

Phase 2 involves the implementation of the user interface designed in Phase 1 across all application modules. INTERA will incorporate feedback from the District's evaluation of the prototype and 1) develop all user interfaces and back-end code for each application module, 2) test and document the system, 3) deploy DripDrop.

Task 1: INTERA will write application code supporting the user interface consistent with the functional requirements developed in Phase 1. In general, this will target three layers: 1) The database (SQL for queries, etc.), 2) the server (Python for scripting actions such as e-mail notifications, etc.), and 3) the web layer (HTML, CSS, and JavaScript for user functionality).

Task 2: INTERA will test and document the system. Where possible, tests will be automated so they can be rerun whenever changes and upgrades are made. Documentation will include a "low-level" programmer's manual that will be useful for technical maintenance and a "high-level" administrator's manual aimed at non-technical staff needing more information than can be obtained from the contextual, in-application help.

Task 3: INTERA will deploy DripDrop. The product is developed as a virtual machine so it may be hosted in the cloud by a third party such as Amazon. INTERA will work with and advise the District regarding pricing options to determine the best deployment strategy. Regardless, the cost of hosting is not expected to exceed an average of \$500 per year. INTERA will also meet with the District to ensure that staff are comfortable with and trained on DripDrop's capabilities and operation.

PHASE 3

While DripDrop is designed to be a stand-alone system, INTERA will provide continued support and maintenance on an hourly basis at the rates shown in Attachment B at the direction of Clients. This includes software upgrades, security patches, and any functionality extensions desired by one or both Districts. We anticipate that this type of regular maintenance will be on the order of \$2,000 per year total for both Districts.

ESTIMATED COSTS

The total cost for DripDrop is \$167,000. Note that this estimate does not include the cost of hosting, but this is not expected to exceed \$500 per year total for both Districts. Primary costs are associated with labor. While INTERA will visit the district on several occasions throughout the project to discuss the design, progress and deliverables, total travel expenses are not expected to exceed \$5,000. This is already incorporated into the estimates shown below and assumes approximately five (5) meetings at Clients office. This can be adjusted to accommodate additional meetings if desired by Clients. The detailed cost schedule is included in the table below.

PHASE	TASK/DESCRIPTION	DELIVERABLE	ESTIMATED DURATION	COST (\$)
1	System Design 1: Install/configure core system 2: Load existing data 3: User Interface Design and Prototype Development	Prototype and Functional Requirements	3 months	\$57,000
2	System Development 1: Develop Application Modules and Underlying Code for DripDrop 2: Testing and Documentation 3: Deployment	DripDrop Water Well Management System	6 months	\$110,000
3	Technical Support			As needed
TOTAL			9 months	\$167,000

STANDARD TECHNICAL SERVICES AGREEMENT

2.0 DESIGNATED REPRESENTATIVES

North Texas Groundwater Conservation District
Red River Groundwater Conservation District

Printed Name: Drew Satterwhite

Address: 5100 Airport Drive
Denison, Texas 75020

Phone: 800.256.0935

Email: drews@gtua.org

INTERA Incorporated

Printed Name: Wade Oliver

Address: 52 Sugar Creek Center Blvd, Suite 375
Sugar Land, Texas 77478

Phone: 281.560.4562

Email: woliver@intera.com

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ATTACHMENT B: COMPENSATION



FY 2017 Billing Rates

Principal Engineer/Scientist I	\$250
Principal Engineer/ Scientist II	\$225
Principal Engineer/ Scientist III	\$210
Sr. Engineer/Scientist I	\$195
Sr. Engineer/Scientist II	\$170
Sr. Engineer/Scientist III	\$150
Sr. Engineer/Scientist IV	\$142
Engineer/Scientist I	\$125
Engineer/Scientist II	\$110
Engineer/Scientist III	\$100
Engineer/Scientist IV	\$90
QA Engineer I	\$200
Sr. CAD/Graphics	\$87
CAD/Graphics	\$76
Sr. Technician	\$105
Technician	\$72
Sr. Project Analyst	\$185
Project Analyst	\$105
Project Associate	\$76
Sr. Technical Editor	\$105
Technical Editor	\$76
IT	\$82
Sr. Computer Programmer	\$220
Computer Programmer I	\$150
Computer Programmer II	\$100
Engineering/Scientist Intern	\$76

Mileage is \$0.535/mile

ATTACHMENT 12



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: April 13, 2017

SUBJECT: AGENDA ITEM NO. 12

CONSIDER AND ACT UPON AN INTERLOCAL AGREEMENT WITH NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT FOR JOINT DEVELOPMENT OF A WATER WELL MANAGEMENT SYSTEM

ISSUE

Consideration of an interlocal agreement with North Texas Groundwater Conservation District ("NTGCD")

BACKGROUND

Last year, the Board of Directors authorized the staff to begin working with the Geodatabase Committee ("Committee") to develop a Request for Qualifications ("RFQ") in order to solicit firms to build a new geodatabase. The staff and Committee then put together an RFQ and sent it out to known firms along with posting it to the District website and Texas Alliance of Groundwater Districts website. Statements of Qualifications ("SOQ") were received from six (6) firms late last year. The staff and Committee reviewed the SOQs and narrowed the list of firms to interview down to five (5). On January 19, 2017 the staff and Committees, including NTGCD Committee, received presentations from the firms. After hearing presentations from the firms, the staff and Committees then began to review the differences in each of the firms and what they had to offer. The decision was unanimous to select INTERA as the most qualified firm to meet the District's, and NTGCD's, needs.

At the February Board meeting, the Board of Directors received a report from the staff and Committee. The Board subsequently selected INTERA and authorized the staff to begin developing a scope of work and contract.

In order to clarify the relationship and provide protections for both Districts during the development of the new geodatabase, the District's legal counsel recommended entering into an interlocal agreement with NTGCD.

CONSIDERATIONS

The District staff and legal counsel have worked with INTERA to develop the contract and scope of services. The staff believes that all parties have a clear understanding of what is expected.

By entering into this interlocal agreement and participating in the cost sharing of a new geodatabase, the District will receive a substantial cost reduction in the development, hosting, maintenance and any future additions that both Districts desire. The North Texas Groundwater Conservation District met on April 11, 2017 and accepted this agreement at that time.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of an Interlocal Agreement with North Texas Groundwater Conservation District.

ATTACHMENTS

Interlocal Agreement

PREPARED AND SUBMITTED BY:

A handwritten signature in blue ink, appearing to read 'Drew Satterwhite', is written over a horizontal line.

Drew Satterwhite, P.E., General Manager

**INTERLOCAL AGREEMENT REGARDING
GEODATABASE DEVELOPMENT**

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

THIS INTERLOCAL AGREEMENT REGARDING GEODATABASE DEVELOPMENT (the "**Agreement**") is entered into between the North Texas Groundwater Conservation District and the Red River Groundwater Conservation District (collectively, the "**Districts**"). In this Agreement, the Districts are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS, the Districts are both political subdivisions of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution, and operate pursuant to the provisions of Chapter 36 of the Texas Water Code, and their respective enabling acts; and

WHEREAS, the Districts have all of the authority provided in the Interlocal Cooperation Act, Chapter 791, Texas Government Code, their respective enabling acts, and Chapter 36 of the Texas Water Code to enter into any and all such contracts as necessary to achieve the intent and purposes of the Districts; and

WHEREAS, the Districts individually selected the same third party consultant, INTERA, Inc. (the "**Consultant**"), through the process set forth in the Professional Services Procurement Act, Chapter 2254, Texas Government Code, to develop a new geodatabase that serves as a water well management system for each Party; and

WHEREAS, the Districts recognize the benefits of cost-sharing the Consultant's labor and other expenses associated with developing the geodatabases; and

WHEREAS, the Districts intend to negotiate a joint contract with Consultant that will allow for the development of the individual geodatabases in the most cost-effective and timely manner for the Districts; and

WHEREAS, the Districts desire to enter into this Agreement to: (i) memorialize the general concepts of agreement relative to the joint contract with Consultant, including the purposes and intent of the Districts in utilizing their joint efforts and resources to develop individual geodatabases; and (ii) evidence the rights and responsibilities of the Parties.

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

I. STRUCTURE & SCOPE OF JOINT CONTRACT

1.1 General.

(a) **Recitals.** The above recitals are true and correct, and are incorporated herein for all purposes. All capitalized terms defined and used in the recitals shall have the same meaning throughout this Agreement.

(b) **Individual Geodatabases.** The Parties agree that the purpose of this Agreement is to ensure the most cost-efficient manner of developing a high-quality geodatabase for each Party. Each Party has full control over the development, content, and structure of its individual geodatabase delivered by Consultant. Each Party shall own the contents of and retain the rights to use its respective geodatabase in perpetuity.

(c) **Representative.** The Parties agree that the General Manager for the Districts shall serve as the primary representative and point-of-contact for Consultant throughout development of the geodatabases.

1.2 Structure of Consultant Contract.

(a) **Joint Contract.** The Parties shall jointly enter into a contract with Consultant to effectuate the purposes and intent of this Agreement (the "**Joint Contract**"). The Parties shall individually review and approve the terms, work order, and scope associated with the Joint Contract. The Parties acknowledge and agree that the majority of services performed by Consultant under the Joint Contract will include development of a master water well management system program (the "**Master Program**"), and that each Party's specific geodatabase deliverable will be constructed by loading the Party's existing data into the Master Program.

(b) **Timing of Execution.** The Parties shall approve and execute the Joint Contract with terms consistent with this Agreement either simultaneously with this Agreement, or not later than 90 days after the execution of this Agreement.

II. PAYMENT AND TERMINATION

2.1 **Generally.** The Joint Contract shall include terms that all payments made by each Party under the contract shall be from current revenues received, as appropriated by each Party's Board of Directors through each annual budget adopted in accordance with the applicable procedures of each Party.

2.2 Payment for Project.

(a) Consultant shall submit separate invoices in equal amounts to each Party on a monthly basis, unless otherwise provided in this subsection. Each monthly invoice shall cover actual work performed for the previous month, including any reimbursable expenses identified by Consultant in the invoice. In the event a Party requests Consultant to attend a

Board of Directors meeting or otherwise engage in Party-specific work not included in the scope approved in the Joint Contract, the individual Party making such a request shall be invoiced and solely pay for all such Party-specific requests, unless otherwise agreed to by the Parties.

(b) Each Party shall pay Consultant invoices by the due date of each invoice to allow for the orderly and efficient continuance of work by Consultant; provided, however, that a Party may dispute any charges as deemed necessary by a Party according to the terms of the Joint Contract.

(c) The cost-sharing benefits of the Joint Contract arrangement between the Parties and Consultant are conditioned upon the timely payment and cooperation by the Parties. A Party's failure to pay according to the terms of the Joint Contract does not require payment by the other Party of such an overdue balance; provided, however, that a Party's failure to pay according to the terms of the Joint Contract may result in a renegotiation by Consultant with the other Party to cover the overdue balance, or otherwise proceed with the individual geodatabase development for a new price that accounts for only one Party's participation in the future.

2.3 Termination of Joint Contract. The Joint Contract shall allow for termination by either Party with at least a thirty (30) day written notice to Consultant and the other, non-terminating Party. Such a unilateral termination by one Party shall require the terminating Party to pay Consultant its portion of incurred expenses prior to the date of termination, except in the event of a dispute under Section 2.2(b) of this Agreement, and may result in the non-terminating Party renegotiating the terms of and payment for the remainder of its geodatabase development, or terminating in the sole discretion of that Party.

III. GENERAL PROVISIONS

3.1 Effective Date. The effective date of this Agreement shall be the date of last execution by the Parties below (the "*Effective Date*").

3.2 Term. The term of this Agreement shall be for two (2) years from the Effective Date, or upon final delivery and acceptance of the geodatabases by Consultant to each Party, whichever date is earlier (the "*Term*").

3.3 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

3.4 Compliance with Laws. All activities of the Parties under this Agreement and the Joint Contract shall be in compliance with all applicable federal, state and local rules, laws, and regulations.

3.5 Agreement Regarding Remedies. Pursuit of remedies against Consultant by one Party does not automatically require pursuit of the same or any remedies against Consultant by the other Party.

3.6 Authority. This Agreement is made in part under the authority conferred in the

Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Sections 36.057, 36.1086, and 36.207 of the Texas Water Code.

3.7 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and will be construed as if the invalid portion had never been contained herein.

3.8 Assignment. The assignment of this Agreement by a Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations in this Agreement will bind each Party and will apply to and bind any successors or assigns of each Party.

3.9 Third Party Beneficiaries. Except as expressly provided for herein, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

3.10 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

3.11 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof.

3.12 Relationship of Parties. This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the interlocal contracting arrangements specifically set forth in this Agreement. No Party shall have any power to assume or create any obligation on behalf of the other Party.

3.13 Amendments. Any amendment of this Agreement must be in writing and will be effective only if signed by the authorized representatives of the Parties.

3.14 Applicable Law. This Agreement will be construed in accordance with Texas laws.

3.15 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

North Texas Groundwater Conservation District:

North Texas GCD
Attn: Board of Directors
P.O. Box 508
Gainesville, TX 76241

Telephone: (855) 426-4433
Facsimile: (903) 786-8211

Red River Groundwater Conservation District:

Red River GCD
Attn: Board of Directors
P.O. Box 1214
Sherman, TX 75091
Telephone: (800) 256-0935
Facsimile: (903) 786-8211

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

3.17 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(Signature Pages Follow)

RED RIVER GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: President, Red River Groundwater Conservation District Board of Directors

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: Secretary, Red River Groundwater Conservation District Board of Directors

Date: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this _____ day of _____, 2017, by _____, President of the Red River Groundwater Conservation District, on behalf of said District.

Notary Public - State of Texas

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT:

By: Eddy W. Daniel

Printed Name: Eddy W. Daniel

Title: President, North Texas Groundwater Conservation District Board of Directors

Date: April 11, 2017

ATTEST:

By: Drew Satterwhite

Printed Name: Drew Satterwhite

Title: Secretary, North Texas Groundwater Conservation District Board of Directors

Date: April 11, 2017

STATE OF TEXAS

§
§
§

COUNTY OF Denton

This instrument was acknowledged before me on this 11 day of April, 2017, by Eddy W. Daniel, President of the North Texas Groundwater Conservation District, on behalf of said District.

Velma Starks
Notary Public - State of Texas

ATTACHMENT 13



RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION



DATE: April 13, 2017

SUBJECT: AGENDA ITEM NO. 13

CONSIDER AND ACT UPON AUTHORIZING THE PURCHASE OF WELL CAPS FOR THE DISTRICT

ISSUE

Consideration of purchasing well caps for the District's Field Technicians to carry in the truck.

BACKGROUND

On occasion, the District Field Technicians will see wells that have the equipment removed and do not have a cap installed. The District staff wanted to get the Board to consider authorizing the purchase of standard size caps so that the Field Technicians can attempt to remedy these uncapped wells while they are on location. If the Field Technicians had an assortment of caps in the truck, they could try to make contact with the landowner while on site and offer to assist placing a cap on the well. We would then get GPS coordinates of the well and log into our database as a capped well so that we could follow up on these wells at the time the District was ready to undertake well camera program to determine the well casing conditions.

The District's current rules on capping are as follows: *The District requires wells to be capped under certain conditions to prevent waste, prevent pollution, or prevent further deterioration of well casing. The well must remain capped until such a time as the condition that led to the capping requirement is eliminated or repaired. A well must be capped in accordance with this rule if the well pump equipment is removed from a well with the intention of re-equipping the well at a later date for future use; provided, however that the casing is not in a deteriorated condition that could result in the commingling of water strata and degradation of water quality, in which case the well must be plugged or repaired in accordance with this rule. The cap must be capable of sustaining a weight of at least 400 pounds when installed on the well and must be constructed in such a way that the covering cannot be easily removed by hand.*

A proposed inventory with associated costs can be found in the tables below:

PVC Sch. 40 Caps			
Qty.	Size	Price per.	Total
2	3"	\$4.00	\$8.00
2	4"	\$9.00	\$18.00
2	6"	\$35.00	\$70.00
1	8"	\$70.00	\$70.00
			<u>\$166.00</u>

Flexible PVC Cap Fittings			
Qty.	Size	Price per.	Total
2	3"	\$5.00	\$10.00
2	4"	\$5.00	\$10.00
2	5"	\$8.00	\$16.00
2	6"	\$7.00	\$14.00
			<u>\$50.00</u>

CONSIDERATIONS

The District staff believes this measure would help protect the aquifers by preventing surface contamination as well as deterioration of well casings. By having caps to provide to well owners onsite, this may save a

considerable amount of administrative time spent informing the well owners of this requirement such as researching property owner, contact information and the subsequent letters and follow-up that would normally take place in this instance.

STAFF RECOMMENDATIONS

The staff recommends authorizing the purchase of an assortment of well caps.

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

ATTACHMENT 14



**RED RIVER GROUNDWATER CONSERVATION
DISTRICT
AGENDA COMMUNICATION**



DATE: April 13, 2017

SUBJECT: AGENDA ITEM NO. 13

DISCUSS TECHNICAL LEAD JOB POSTING

ISSUE

To receive Board input on the job posting for the Groundwater Technical Lead.

BACKGROUND

During the last round of budget planning, the Board of Directors authorized the hiring of an additional technical staff member to assist with the increased workload expected to be upon us as we near the beginning of our permitting program. As discussed during the budget session, the new staff member would administer the permitting program and provide the staff level technical review on well permit applications. This new position will be expected to meet with well owners to discuss permits as well as prepare permitting summaries/packages for the Board to consider as needed. Among other things, we expect the new position to administer the well monitoring program as well as take a more proactive role in the Districts' education and outreach by helping to prepare educational pamphlets, reaching out to various service organizations, etc.

CONSIDERATIONS

During budget planning, the Board requested to review the Job Posting before the staff went live with the job posting.

The North Texas GCD will be sharing costs associated with this new position.

STAFF RECOMMENDATIONS

The staff requests feedback from the Board on the attached Job Description.

ATTACHMENTS

Job Description

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

GROUNDWATER TECHNICAL LEAD

The Greater Texoma Utility Authority is accepting resumes for the position of Groundwater Technical Lead. The Groundwater Technical Lead will provide technical assistance for the North Texas and Red River Groundwater Conservation Districts.

Job Description:

- Conduct production permitting reviews which requires meeting and interacting with the District's consulting Hydrogeologist as well as permittee representatives such as Cities, water suppliers, agriculture producers and industries.
- Administer the District's water level monitoring network and provide quality assurance on the data
- Generate production and water level reports for the Board of Directors
- Present educational programs to local associations, service organizations, etc.
- Assist with administering the District's geodatabases
- Quickly become knowledgeable of District rules and management plans
- Assist with the enforcement of District rules and regulations
- Provide support to Field Technicians
- On occasion, fill-in for Field Technicians for duties such as performing well inspections, water level measurements, etc.
- Travel frequently throughout the Districts

Preferred Qualifications:

- Bachelor's Degree in a geology, water, environmental or related field
- Must possess personable nature to work with the public and staff
- Must possess good customer service qualities
- Strong communication skills are required, both written and verbal
- Above-average organizational skills and abilities
- Well Drilling or Public Water System experience would be beneficial, but not a requirement
- Knowledge of Districts' counties, water suppliers, agriculture, and oil and gas operation is helpful, but not required
- Must possess the ability to work with various computer programs including databases, Word, Excel, and Outlook
- Must have valid Driver's License with good driving record

Physical and Other Requirements:

- Must be able to work outside in all weather conditions, traverse uneven terrain, and to carry items in excess of 50 lbs.
- Use of personal vehicle for travel is required and will be reimbursed at IRS rate (currently \$0.55 per mile). If one of the two District vehicles is not in use by Field Technicians, those vehicles can be used in lieu of personal vehicle.
- Must be able to work full time, 40 hours weekly
- On rare occasions, evening or weekend work may be required

Benefits:

- Wages will depend on qualifications and experience
- Paid holidays
- Two weeks paid vacation (annually)
- Health, Dental and Vision insurance
- Retirement package

Please send resumes to the attention of Drew Satterwhite at:

d.satterwhite@northtexasgcd.org

or

5100 Airport Drive
Denison, TX 75020.

ATTACHMENT 16

Red River Groundwater Conservation District

Well Registration Summary As of March 31, 2017

Well Type	Total Registered Fannin County	Total Registered Grayson County	Total RRGCD	New Registrations
Domestic	115	202	317	5
Agriculture	15	25	40	0
Oil/Gas	0	21	21	0
Surface Impoundments	5	12	17	0
Commercial	5	4	9	0
Golf Course	0	15	15	0
Livestock	12	21	33	1
Irrigation	0	5	5	0
Public Water	55	209	264	0
Monitoring	0	1	1	0
Total	207	515	722	6

ADJOURN