



Board Meeting
&
Workshop

Clearwater Underground Water Conservation District
640 Kennedy Court
Belton, Texas

Wednesday
November 20, 2024
1:30 p.m.

**Clearwater Underground Water Conservation District
Board Members**

**Leland Gersbach, Director Pct. 1
President**

7872 Hackberry
Holland, TX 76534
Phone: 254-657-2679
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**Gary Young, Director Pct. 2
Secretary**

1314 Creek View
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Jody Williams, Director Pct. 3

15098 FM 437 South
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Rogers, TX 76569
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Scott Brooks, Director Pct. 4

425 Mercy Ranch Rd.
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Jim Brown, Director At-Large

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Salado, TX 76571
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E-mail: jbrown@cuwcd.org

Agenda

**NOTICE OF THE MEETING OF THE
CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT
November 20, 2024**

Notice is hereby given that the above-named Board will hold a Workshop and Board meeting on Wednesday, November 20, 2024, beginning at 1:30 p.m., in the Clearwater UWCDC Board Room located at 640 Kennedy Court, Belton, Texas. The following items of business will be discussed¹.

Workshop:

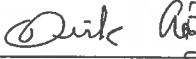
1. Receive information from Ty Embry related to the 89th Legislative Session and Groundwater Legislation.
2. Receive updates related to the 2024 Bell County Water Symposium.
3. Receive information from Mike Keester, KT Groundwater, related to geoscience assessment of Heidelberg Materials' two new wells completed to the Middle Trinity aquifer (Hensell Layer) and the impact to Middle Trinity well owners in Bell County.
4. Receive updates related to GMA8 DFC determination, per TWC section 36.108, and plans for the next round.

Board Meeting:

1. Invocation and Pledge of Allegiance.
2. Public comment.²
3. Approve minutes of the October 9, 2024, Board meeting.
4. Hold Public Hearing on the following permit applications:
 - a.) Discuss, consider, and take appropriate action, if necessary, for an amendment to an existing combination drilling and operating permit submitted by Belton Partners, LLC for a proposed new well (N3-24-011P) to be completed in the Lower Trinity Aquifer with a maximum 2-inch column pipe on a 12.62-acre tract in the Eastern Management Zone located at 7983 N I-35, Salado, TX, 76571. The permit will authorize withdrawal to produce groundwater for public water supply to a travel center in the proposed annual quantity not to exceed 2.5 acre-feet or 814,628 gallons per year, at a maximum pumping rate of 40 gallons per minute.
 - b.) Discuss, consider, and take appropriate action, if necessary, on an application submitted by American Rockwool, LLC for an operating permit on an existing well (N3-24-013G) completed in the Middle Trinity Aquifer (Hensell Layer) equipped with a maximum 3-inch column pipe on contiguous tracts of land (PID 2508 and 132517) totaling 77.07 acres in the Belton Lake Management Zone located at 440 Jack Rabbit Road, Nolanville, Texas. The permit will authorize the production of groundwater for industrial use at a proposed annual quantity not to exceed 6 acre-feet or 1,955,106 gallons per year, at a maximum pumping rate of 110 gallons per minute.
5. Discuss, consider, and take appropriate action, if necessary, to accept the monthly Financial Report for October (FY25) as presented.
6. Discuss, consider, and take appropriate action, if necessary, to accept the monthly Investment Fund account report for October (FY25) as presented.
7. Discuss, consider, and take appropriate action, if necessary, to approve the FY25 line-item budget amendments as requested.
8. Discuss, consider, and take appropriate action, if necessary, to approve final FY24 line-item budget amendments as requested.
9. Discuss, consider, and take appropriate action, if necessary, to close out the FY24 budget year as presented.
10. Discuss, consider, and take appropriate action, if necessary, by resolution to designate a district representative and alternate to Groundwater Management Area 8.
11. Discuss, consider, and take appropriate action, if necessary, by resolution to enter an interlocal agreement regarding GMA8 funding for development of Desired Future Conditions Joint Planning.
12. General Manager's Report concerning office management and staffing related to District Management Plan³.
13. Receive monthly reports and possible consideration and Board action on the following³:
 - a) Drought Status Reports, b) Education Outreach Update, c) Monitoring Wells, d) Rainfall Report, e) Well Registration Update, f) Aquifer Status Report & Non-Exempt Monthly Well Production Reports
14. Director comments and reports.
15. Discuss agenda items for the next meeting.
16. Set time and place for the next meeting.
17. Adjourn.

Dated the 15th day of November 2024.

Leland Gersbach, Board President

By: 
Dirk Aaron, Asst. Secretary

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2024 NOV 15 A 9:4
SHERIFF DEPARTMENT
CO. CLERK BELTON TX

Agenda items may be considered, deliberated, and/or acted upon in a different order than set forth above.
CUWCD is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodation and equal opportunity for effective communication will be provided upon request. Please contact CUWCD's office at 254-933-0120 at least 24 hours in advance if accommodation is needed.
¹ During the meeting, the Board reserves the right to go into executive session for any of the purposes authorized under Chapter 551 of the Texas Government Code, for any item on the above agenda, or as otherwise authorized by law.
² Please limit comments to 3 minutes. The Board is not allowed to take action on any subject presented that is not on the agenda, nor is the Board required to provide a response, any substantive consideration and action by the Board will be conducted under a specific item on a future agenda.
³ No formal action will be taken by the Board on these agenda items. These items are on the agenda to provide CUWCD's staff, Stakeholder Committees, and Directors with an opportunity to bring to the public and each other's attention important activities and issues pertinent to the management of groundwater within the District, including, but not limited to, current events in the District involving groundwater, wells, or CUWCD permittees, state or regional developments related to water management, and activities of the staff and Directors. Substantive deliberation and formal action on any of these issues will be conducted pursuant to a specific item on a future agenda.

Minutes - Item #3

Clearwater Underground Water Conservation District Meeting
640 Kennedy Court
Belton, TX
Wednesday, October 9, 2024
Minutes

The Clearwater Underground Water Conservation District (CUWCD) held a Workshop and Board meeting at 1:30 p.m. on Wednesday, October 9, 2024, in the Clearwater UWCD Board Room located at 640 Kennedy Court, Belton, Texas.

Board Members Present:

Jody Williams, Vice President, Pct 3
Gary Young, Secretary, Pct 2
Scott Brooks, Director, Pct 4
Jim Brown, Director, At-Large

Absent:

Leland Gersbach, Pres Pct 1

Staff:

Dirk Aaron, General Manager
Whitney Ingram, Asst. General Manager
Shelly Chapman, Admin. Manager

Guests:

Neil Deed, Intera
Sam Blumenthal, KPA
Hunter King, Collier
Peter DiLillo

Joe Simmons, JSWSC
Vince Clause, Freese & Nichols
Wick Thomas
Bill Schumann, Bell County

Rick Kasberg, KPA
Brian Sathoff, Kirby Ventures
Mike Keester, KTGW
Jessica Diem, Rep Buckley's Office

Workshop opened with Vice President, Jody Williams, at 1:30 p.m.

Workshop Item #1: Receive presentation from Collier Consulting related to Mustang Springs exploratory drilling permits.

Dirk read the definition of an exploratory well. He explained how this qualifies Mustang Springs for an exploratory well and sited District Rule 6.1.2.

Hunter King (Collier Consulting) presented information related to the Mustang Springs exploratory drilling permits.

Workshop paused and Board meeting called to order with Vice President, Jody Williams, at 1:40 p.m.

1. *Invocation and Pledge of Allegiance.*

Vice President, Jody Williams, gave the invocation.
Secretary, Gary Young, led the Pledge of Allegiance.

2. *Public Comment.*

John Asbury submitted written comments. Dirk will make a copy available if anyone would like to read them.

3. *Approve minutes of the September 11, 2024, Board meeting.*

Board members received the minutes of the September 11, 2024, Board meeting and workshop in their Board packet to review prior to the meeting.

Secretary, Gary Young, moved to approve the minutes of the September 11, 2024, Board meeting and Workshop as presented. Director, Jim Brown, seconded the motion.

Motion carried 4-0 (1 absent).

4. *Discuss, consider, and take appropriate action, if necessary, to accept the monthly Financial Report for September 2024 (FY24) as presented.*

Board members received the monthly financial report for September 2024 in their Board packet to review prior to the meeting.

Director, Jim Brown, moved to accept the September 2024 financial report as presented. Secretary, Gary Young, seconded the motion.

Motion carried 4-0 (1 absent).

5. Discuss, consider, and take appropriate action, if necessary, to accept the monthly Investment Fund account report for September 2024 (FY24) as presented.

Board members received the monthly investment Fund account report for September 2024 in their Board packet to review prior to the meeting.

Director, Scott Brooks, moved to accept the monthly Investment Fund account report for September 2024 as presented. Secretary, Gary Young, seconded the motion.

Motion carried 4-0 (1 absent).

6. Discuss, consider, and take appropriate action, if necessary, to accept the Quarterly Deferred Compensation Employee Retirement Program account report as presented.

Board members received the Quarterly Report in their Board Packet to review prior to the meeting.

Director, Jim Brown, moved to accept the Quarterly Report as presented. Director, Scott Brooks, seconded the motion.

Motion carried 4-0 (1 absent).

7. Discuss, consider, and take appropriate action, if necessary, to approve the FY24 line-item budget amendments as requested.

Shelly Chapman presented the line-item budget amendment requests as follows:

- 1.) City of Belton – increase in water usage over the year & rate increase.
- 2.) Sponsorship - Room Sponsor for Keynote Speaker at TAGD Groundwater summit.
- 3.) Computer License – Adobe license for additional users.
- 4.) Payroll expenses – increase in Intuit payroll fee over the year with additional employee.
- 5.) Meals – Working lunches: GMA8 and briefing with Brad Buckley.
- 6.) Subscriptions
- 7.) Legal fees related to Legislative Services and general counsel.
- 8.) Permit reviews
- 9.) Replacement and upgrade of old security camera not covered by warranty.

	Line Item	Invoice \$	Available Funds	Amount Requested	New Balance	From	Available Funds	New Balance
City of Belton	55500-Water/Trash	\$256.15	\$46.52	\$209.63	\$0.00	54300-Janitorial Service	\$365.00	\$155.37
Card Services	53603-Sponsorship	\$576.27	\$0.00	\$576.27	\$0.00	50800-Mileage Reimb	\$1,201.65	\$625.38
Card Services	53400-License/virus prtct	\$114.64	\$0.00	\$114.64	\$0.00	53450-Computer Rep/supplies	\$1,209.38	\$1,094.74
Card Services	52055-Payroll exp	\$74.93	\$0.00	\$74.93	\$0.00	52060-freshbenies	\$264.00	\$189.07
Card Services	50700-Meals	\$129.89	\$108.46	\$21.43	\$0.00	50800-Mileage Reimb	\$625.38	\$603.95
Card Services	53780-Subscriptions	\$33.01	\$1.35	\$31.66	\$0.00	50800-Mileage Reimb	\$603.95	\$572.29
Lloyd Gosselink	53703-Legal General	\$160.00	\$0.00	\$160.00	\$0.00	53702-Legal/End. Species	\$247.91	\$87.91
Lloyd Gosselink	53704-Legal Leg. Service	\$1,295.00	\$688.50	\$606.50	\$0.00	53706-Legal/GAM,DFC,MAG	\$6,691.01	\$6,084.51
KTGW	53731-Permit Rev/Geo	\$4,310.00	\$0.00	\$4,310.00	\$0.00	53110.6-GAM Run	\$7,250.80	\$2,940.80
Progressive	54200-Bldg Rep/Maint	\$740.00	\$463.95	\$276.05	\$0.00	53785-Mobile Classroom	\$386.90	\$110.85

Director, Jim Brown, moved to approve the line-item budget amendment as requested. Director, Scott Brooks, seconded the motion.

Motion carried 4-0 (1 absent).

8. Continue Public Hearing on the following:

- a.) Discuss, consider, and take appropriate action, if necessary, on a proposed drilling permit for Jarrell Schwertner Water Supply Corporation (JSWSC) for a public water supply well (N3-24-008P), submitted

on July 22, 2024, for a proposed production amount not to exceed 577 ac-ft/year or 188,016,027 gallons/year, completed in the Lower Trinity Aquifer (Hosston Layer) in the Eastern Management Zone with a maximum 8-inch column pipe and an estimated withdrawal rate of 600 gallons/minute on a 1.0 acre tract (PID: 511491) located in the northern portion of JSWSC's service area at 5729 Royal Street, Salado, TX 76571, Latitude 30.929919/Longitude -97.475825. This drilling permit will not authorize any production of groundwater other than what is necessary for the prescribed aquifer pumping test.

Vice President, Jody Williams, called to order the continuation of the evidentiary portion of the public hearing at 1:53 p.m.

Jody reminded the Board that during the preliminary portion of the hearing, the presiding officer, Leland Gersbach established standing of the following parties: Joe Simmons, Neil Deeds, Sam Blumenthal, Rick Kasberg, Dirk Aaron, Mike Keester, and Chadwick Thomas.

The district then entered the evidentiary portion of the hearing to receive testimony from the applicant and his representatives, the District's GM and Geoscience consultant, and the protestant, Chadwick Thomas. Upon receiving the testimony, Chadwick requested a 30-day continuance to work out his differences as it relates to the TCEQ required sanitary easement. Both parties were agreeable to the continuance.

Jody addressed Joe Simmons (JSWSC). Joe stated that he and Chadwick had been in negotiations regarding the sanitary easement required by TCEQ. They had a very positive conversation, and he will present the information to his Board. They are willing to work through what needs to be done.

Chadwick Thomas agreed with the statement Joe made. There was no rebuttal.

Jody asked Dirk to discuss concerns as it relates to system water loss. Dirk asked Joe to address those concerns. Joe briefed the Board on steps they have taken and are continuing to address regarding water loss. They are implementing new meters and processes. They take water loss very seriously.

Scott asked Joe if he could see a history of their water loss and plans to control that waste. Joe agreed.

Dirk addressed Joe and commented that he appreciated all the information he has provided. He also confirmed that the district would be adding a monitoring device to the well.

Jody asked if there were any other questions or further discussion needed on this application? There was none.

Jody concluded the evidentiary portion of the hearing and asked for a motion to grant or deny JSWSC's request for a drilling permit for a public water supply well to include all special provisions offered by the Board and outlined by the district General Manager, consultants, and legal counsel.

Director, Jim Brown, moved to grant JSWSC's request for a drilling permit to include all special provisions outlined by the General Manager and agreed to by the applicant. Director, Scott Brooks, seconded the motion.

Jody asked legal counsel if the district has a right to pose special provisions for water loss. Cole confirmed that they could. Dirk will work with Cole to put together language for that special provision and make sure the applicant agrees.

Motion carried 4-0 (1 absent).

Public hearing closed at 2:16 p.m. and Board meeting reconvened with Vice President, Jody Williams.

9. Discuss, consider, and take appropriate action, if necessary, by resolution in support of the creation of the Central Texas Water Alliance.

Dirk presented information related to the creation of the Central Texas Water Alliance. Judge Blackburn and Ricky Garrett have been meeting with entities to get them on board. Whitney has helped put together a flyer

for the Judge to had out. Dirk is asking that the Board support this by resolution. Dirk noted that this will not be a taxing unit. But it will have eminent domain authority for pipelines and such. Most of the cities are in support of this alliance. Funds will be needed. Dirk asked the Board to support this effort in an amount of \$6,000. Gary Young asked if \$6,000 would be enough. He suggested the Board consider moving a larger amount from reserve fund for this if needed.

Secretary, Gary Young, moved to approve, by resolution, in support of the Central Texas Water Alliance. Director, Jim Brown, seconded the motion.

Motion carried 4-0 (1 absent).

10. Discuss, consider, and take appropriate action, if necessary, by resolution, in support of the City of Temple pursuing ASR-REUSE permit from TCEQ.

The City of Temple was not able to attend the Board meeting lay out the facts of the TCEQ ASR-REUSE permit. Dirk briefed the Board on the topic.

Jody stated that this agenda item will be tabled until the City of Temple can present this request.

No action taken.

11. Discuss, consider, and take appropriate action, if necessary, to approve FY25 line-item budget amendments.

Dirk presented the budget amendment based on the discussion related to agenda item #9.

Director, Jim Brown, moved to move \$10,500 from reserve to support the Central Texas Water Alliance with an initial payment of \$6,000. Secretary, Gary Young, seconded the motion.

Motion carried 4-0 (1 absent).

12. Discuss, consider, and take appropriate action, if necessary, by resolution, to nominate an individual to represent "all other taxing units jointly" for the 7th member of the Tax Appraisal District of Bell County.

Dirk spoke with Tammy Hubnik at the Appraisal District. He explained the need for a 7th member to be appointed to represent the "other" taxing units. Jarred Bryan is currently the chairman of the Board. It has been suggested that he continue to serve as the representative. The district hasn't participated in this before but are required by law to do so. Scott commented that he knows Jarred and wouldn't have a problem nominating him. Gary and Dirk both concurred. Dirk noted that Jarred is willing to serve again.

Director, Scott Brooks, moved to nominate Jarred Brayn to represent "all other taxing units jointly" by resolution. Secretary, Gary Young, seconded the motion.

Motion carried 4-0 (1 absent).

Board meeting paused at 3:01 p.m. and Workshop reconvened with Vice President, Jody Williams.

Workshop Item #2: Receive presentation from Mike Keester on the Edwards (BFZ) Northern Segment GAM Review.

Mike Keester (KT Groundwater) presented his review and analysis of the Edwards (BFZ) Northern Segment GAM.

Workshop Item #3: Receive updates related to the 2024 Bell County Water Symposium.

Whitney updated the Board on the final plans for the November 13th Water Symposium.

Workshop Item #4: Receive updates on the CUWCD quarterly water level measurements.

Dirk briefed the Board on items related to the quarterly water level measurements.

Workshop Item #5: Receive updates related to GMA8 DFC determination, per TWC section 36.108, and plans for the next round.

Dirk updated the Board on items related to GMA8 DFC determination. He noted that they are still waiting on the explanatory report. Next GMA 8 meeting scheduled for October 31st.

Workshop closed at 4:02 and Board meeting reconvened with Vice President Jody Williams.

13. General Manager's report concerning office management and staffing related to District Management Plan.

- Dirk will issue exploratory permit for Mustang Springs once fees are paid. Dirk will monitor this closely
- LRE oversaw construction of 2 high production wells. The district will not be using LRE for geoscience work.
- Need to correct issue in quick books related to employee vacation for those that have been employed 5 years.

14. Review monthly report and possible consideration and Board action on the following:

- a) **Drought Status Reports** – Dirk discussed drought status issues and concerns.
- b) **Education Outreach Update**
- c) **Monitoring Wells**
- d) **Rainfall Reports**
- e) **Well Registration Update**
- f) **Aquifer Status Report & Non-exempt Monthly Well Production Reports**

(Copies of the Monthly Staff Reports were given to the Board Members to review. No action is required. Information items only.)

15. Director's comments and reports.

- **Jody Williams:** None
- **Gary Young:** None
- **Scott Brooks:** None
- **James Brown:** None

16. Discuss agenda items for the next meeting.

- Permit Hearings – Victory Rock & Belton Partners.
- City of Temple Resolution
- Year-end close out

17. Set the time and place of the next meeting.

Wednesday, November 20, 2024, 1:30 – CUWCD Board Room – 640 Kennedy Court, Belton

18. Adjourn.

Board meeting closed with Vice President, Jody Williams, at 4:09 p.m.

**Leland Gersbach, President or
Jody Williams, Vice President**

ATTEST:

**Gary Young, Secretary or
Dirk Aaron, Assistant Secretary**

Financial Report - Item #5

Clearwater Underground Water Conservation

Balance Sheet

11/15/24

As of October 31, 2024

Accrual Basis

	Oct 31, 24
ASSETS	
Current Assets	
Checking/Savings	
10005 · Cash-Reg Operating	26,537.57
10500 · Cash-TexPool Prime	494,583.11
10505 · Cash - TexPool	484,861.78
Total Checking/Savings	1,005,982.46
Accounts Receivable	
11000 · Accounts Receivable	4,750.00
Total Accounts Receivable	4,750.00
Other Current Assets	
11005 · Accounts Receivable - Taxes	22,627.85
Total Other Current Assets	22,627.85
Total Current Assets	1,033,360.31
Fixed Assets	
15005 · Land	29,059.21
15010 · Leasehold Improvements	19,000.00
15015 · Building	306,734.08
15016 · Storage Building	104,382.03
15018 · Monitor Wells	92,938.18
15019 · Mobile Classroom Trailer	90,688.85
15020 · Field Equipment	17,243.55
15023 · Vehicles	6,920.00
15025 · Office Equipment	71,574.04
15030 · Accumulated Depreciation	-297,663.98
Total Fixed Assets	440,875.96
TOTAL ASSETS	1,474,236.27
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
21000 · Deferred Tax Revenue	22,627.85
21050 · Compensated Absences Accrued	19,337.52
Total Other Current Liabilities	41,965.37
Total Current Liabilities	41,965.37
Total Liabilities	41,965.37
Equity	
31000 · Unappropriated Fund Balance	987,170.04
32000 · *Retained Earnings	68,607.23
33000 · Investment in Fixed Assets	440,875.96
34000 · Fund Balance	-50,000.00
Net Income	-14,382.33
Total Equity	1,432,270.90
TOTAL LIABILITIES & EQUITY	1,474,236.27

Clearwater Underground Water Conservation
Profit & Loss Budget vs. Actual
October 2024

9:14 AM
11/15/2024
Accrual Basis

	Oct 24	FY24 Original Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
40005 · Application Fee Income	4,820.00	20,000.00	-15,180.00
40007 · Administrative/Recording Fees	0.00	500.00	-500.00
40010 · Bell CAD Current Year Tax	28,395.41	856,220.00	-827,824.59
40015 · Bell CAD Deliquent Tax	488.67	10,000.00	-9,511.33
40020 · Interest Income	4,102.08	45,000.00	-40,897.92
40030 · Transport Fee Income	0.00	8,700.00	-8,700.00
40035 · Civil Penalties	0.00	0.00	0.00
Total Income	37,806.16	940,420.00	-902,613.84
Gross Profit	37,806.16	940,420.00	-902,613.84
Expense			
50000 · Administrative Expenses			
50100 · Audit	0.00	8,400.00	-8,400.00
50200 · Conferences & Prof Development	0.00	7,800.00	-7,800.00
50250 · Contingency Fund	0.00	9,927.00	-9,927.00
50300 · Director Expenses			
50305 · At Large	0.00	1,500.00	-1,500.00
50310 · Pct. 1	0.00	1,500.00	-1,500.00
50315 · Pct. 2	0.00	1,500.00	-1,500.00
50320 · Pct. 3	0.00	1,500.00	-1,500.00
50325 · Pct. 4	0.00	1,500.00	-1,500.00
Total 50300 · Director Expenses	0.00	7,500.00	-7,500.00
50400 · Director Fees			
50405 · At Large	150.00	2,550.00	-2,400.00
50410 · Pct. 1	0.00	2,550.00	-2,550.00
50415 · Pct. 2	150.00	2,550.00	-2,400.00
50420 · Pct. 3	150.00	2,550.00	-2,400.00
50425 · Pct. 4	0.00	2,550.00	-2,550.00
Total 50400 · Director Fees	450.00	12,750.00	-12,300.00
50500 · Dues & Memberships	2,536.00	5,000.00	-2,464.00
50550 · Election Expense	0.00	0.00	0.00
50600 · GMA 8 Expenses			
50605 · Technical Committee	0.00	2,500.00	-2,500.00
50610 · Administration	0.00	2,500.00	-2,500.00
50615 · GAM Development	0.00	8,183.00	-8,183.00
Total 50600 · GMA 8 Expenses	0.00	13,183.00	-13,183.00

	Oct 24	FY24 Original Budget	\$ Over Budget
50700 · Meals	0.00	1,200.00	-1,200.00
50800 · Mileage Reimbursements	41.53	5,500.00	-5,458.47
50900 · Travel & Hotel	0.00	6,500.00	-6,500.00
Total 50000 · Administrative Expenses	3,027.53	77,760.00	-74,732.47
52000 · Salary Costs			
52005 · Administrative Assistant	5,174.08	62,089.00	-56,914.92
52010 · Educational Coord/Support Tech	4,619.67	55,436.00	-50,816.33
52015 · Manager	9,239.33	110,872.00	-101,632.67
52016 · Assistant General Manager	6,000.00	72,000.00	-66,000.00
52020 · Part Time/Intern	0.00	0.00	0.00
52025 · Office Assistant/Field Tech	4,342.50	52,110.00	-47,767.50
52040 · Health Insurance	5,576.64	45,160.00	-39,583.36
52045 · Payroll Taxes & Work Comp	2,396.40	30,310.00	-27,913.60
52050 · Retirement	1,162.99	14,100.00	-12,937.01
52055 · Payroll Expenses	25.00	750.00	-725.00
52060 · Freshbenies	44.00	600.00	-556.00
Total 52000 · Salary Costs	38,580.61	443,427.00	-404,846.39
53000 · Operating Expenses			
53010 · Accounting/Bank Service Expense	0.00	350.00	-350.00
53015 · Admin/Recording Fee Expenses	17.00	500.00	-483.00
53020 · Advertisement	0.00	4,000.00	-4,000.00
53030 · Appraisal District	0.00	9,900.00	-9,900.00
53100 · Clearwater Studies			
53105 · Trinity Studies			
53105.1 · Pumping Distribution	0.00	0.00	0.00
53105.2 · Pumping Test	0.00	0.00	0.00
53105.3 · Synoptic	0.00	0.00	0.00
53105.4 · GAM Run	0.00	10,000.00	-10,000.00
53105.5 · Mgmt Options	0.00	0.00	0.00
53105.6 · Water Quality Studies	0.00	0.00	0.00
Total 53105 · Trinity Studies	0.00	10,000.00	-10,000.00
53110 · Edwards BFZ Studies			
53110.1 · Pumping Distribution	0.00	0.00	0.00
53110.2 · Pumping Test	0.00	0.00	0.00
53110.3 · Synoptic	0.00	0.00	0.00
53110.4 · Spring Shed (Baylor)	0.00	0.00	0.00
53110.6 · GAM Run	0.00	5,600.00	-5,600.00
Total 53110 · Edwards BFZ Studies	0.00	5,600.00	-5,600.00
53115 · Drought Contingency Plan	0.00	0.00	0.00

	Oct 24	FY24 Original Budget	\$ Over Budget
53120 · Endangered Species			
53120.1 · Coalition	0.00	17,355.00	-17,355.00
53120.2 · Reimburseable Order	0.00	0.00	0.00
53120.3 · 4(d) rule	0.00	0.00	0.00
53120.4 · DPS Petition	0.00	0.00	0.00
Total 53120 · Endangered Species	0.00	17,355.00	-17,355.00
53125 · Environmental Flows	0.00	0.00	0.00
53130 · General Consulting			
53130.1 · DFC Process	0.00	2,500.00	-2,500.00
53130.2 · Eval of Rules	0.00	0.00	0.00
53130.3 · Eval. Hydrogeologic Report	0.00	0.00	0.00
53130.4 · Investigations	0.00	5,000.00	-5,000.00
53130.5 · Geo Logging	0.00	3,000.00	-3,000.00
53130.6 · Aquifer Monitor Well Tool	165.00	21,500.00	-21,335.00
53130.7 · ASR Study	0.00	0.00	0.00
53130.8 · Data Release	0.00	0.00	0.00
53130.9 · CGMM Dashboard	0.00	44,500.00	-44,500.00
Total 53130 · General Consulting	165.00	76,500.00	-76,335.00
53135 · Monitor Well Construction	0.00	20,000.00	-20,000.00
53140 · Monitor Wells Expenses	17.58	15,000.00	-14,982.42
53141 · Weather Station Expense	0.00	2,000.00	-2,000.00
53145 · Spring Flow Gauge	0.00	0.00	0.00
53150 · Water Quality	0.00	4,500.00	-4,500.00
53155 · 3-D Visualization	0.00	5,000.00	-5,000.00
Total 53100 · Clearwater Studies	182.58	155,955.00	-155,772.42
53200 · Spring Flow Gage System			
53205 · Op. & Maintenance	0.00	16,800.00	-16,800.00
53210 · Installation	0.00	0.00	0.00
Total 53200 · Spring Flow Gage System	0.00	16,800.00	-16,800.00
53300 · GIS Managemet/Analytics			
53305 · Enhancements - Data Base	0.00	1,200.00	-1,200.00
53306 · Hosting - Data Base	0.00	1,200.00	-1,200.00
53310 · Hosting - PDI	0.00	0.00	0.00
53311 · Hosting - Website	25.00	6,100.00	-6,075.00
53312 · Enhancements - Website	1,980.00	17,160.00	-15,180.00
53315 · IT Network Sustainment	650.00	7,800.00	-7,150.00
53317 · Management Tool Sustainment	0.00	3,000.00	-3,000.00
Total 53300 · GIS Managemet/Analytics	2,655.00	36,460.00	-33,805.00
53400 · Computer Licenses/Virus Prctn	207.50	2,500.00	-2,292.50
53450 · Computer Repairs and Supplies	0.00	2,500.00	-2,500.00

	Oct 24	FY24 Original Budget	\$ Over Budget
53500 · Computer Software & Hardware	0.00	5,000.00	-5,000.00
53550 · Copier/Scanner/Plotter	0.00	6,350.00	-6,350.00
53600 · Educational Outreach/Marketing			
53603 · Sponsorships	1,000.00	8,000.00	-7,000.00
53605 · Event Cost	-10,350.04	8,000.00	-18,350.04
53615 · Promotional Items	0.00	5,000.00	-5,000.00
53620 · Supplies & Equipment	0.00	2,500.00	-2,500.00
53625 · Curriculum	0.00	0.00	0.00
Total 53600 · Educational Outreach/Marketing	-9,350.04	23,500.00	-32,850.04
53650 · Furniture & Equipment	0.00	2,500.00	-2,500.00
53700 · Legal			
53701 · Drought Contingency Plan	0.00	0.00	0.00
53702 · Endangered Species	0.00	2,500.00	-2,500.00
53703 · General (rules/accountability)	0.00	5,000.00	-5,000.00
53704 · Legislative Research/Analysis	0.00	5,000.00	-5,000.00
53705 · Legislative Services	0.00	35,000.00	-35,000.00
53706 · GMA/DFC/MAG support	0.00	5,000.00	-5,000.00
Total 53700 · Legal	0.00	52,500.00	-52,500.00
53720 · Office Supplies	535.72	5,400.00	-4,864.28
53730 · Permit Reviews			
53731 · Geoscience	1,265.00	25,000.00	-23,735.00
53732 · Legal Evaluation	0.00	25,000.00	-25,000.00
Total 53730 · Permit Reviews	1,265.00	50,000.00	-48,735.00
53740 · Postage	1,341.12	3,450.00	-2,108.88
53750 · Printing	411.83	2,500.00	-2,088.17
53760 · Reserve for Uncollected Taxes	0.00	27,500.00	-27,500.00
53780 · Subscriptions	0.00	1,500.00	-1,500.00
53785 · Mobile Classroom Expense	0.00	2,000.00	-2,000.00
53790 · Vehicle Expense	276.52	6,720.00	-6,443.48
Total 53000 · Operating Expenses	-2,457.77	417,885.00	-420,342.77
54000 · Facility Costs			
54100 · Insurance			
54101 · Liability	2,478.42	2,530.00	-51.58
54102 · Property	2,942.94	3,003.00	-60.06
54103 · Surety Bonds	0.00	1,300.00	-1,300.00
54104 · Worker's Comp	988.00	1,050.00	-62.00
54105 · Liability - Vehicle	2,405.90	2,455.00	-49.10
54106 · Liability - Cyber Security	980.00	1,250.00	-270.00
Total 54100 · Insurance	9,795.26	11,588.00	-1,792.74

	Oct 24	FY24 Original Budget	\$ Over Budget
54200 · Building Repairs/Maintenance	785.00	10,000.00	-9,215.00
54300 · Janitorial Service	607.00	7,300.00	-6,693.00
54400 · Janitorial Supplies	0.00	2,000.00	-2,000.00
54500 · Lawn Maintenance/Service	225.00	3,000.00	-2,775.00
54600 · Security	604.45	660.00	-55.55
Total 54000 · Facility Costs	12,016.71	34,548.00	-22,531.29
55000 · Utilities			
55200 · Electricity	332.97	3,600.00	-3,267.03
55300 · Internet	165.62	1,900.00	-1,734.38
55400 · Phone	237.01	3,000.00	-2,762.99
55500 · Water/Garbage	285.81	2,800.00	-2,514.19
Total 55000 · Utilities	1,021.41	11,300.00	-10,278.59
Total Expense	52,188.49	984,920.00	-932,731.51
Net Ordinary Income	-14,382.33	-44,500.00	30,117.67
Other Income/Expense			
Other Income			
61001 · Reserve Funds-CGMM Dashboard	0.00	44,500.00	-44,500.00
Total Other Income	0.00	44,500.00	-44,500.00
Net Other Income	0.00	44,500.00	-44,500.00
Net Income	-14,382.33	0.00	-14,382.33

Clearwater Underground Water Conservation Profit & Loss Detail October 2024

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Income						
40005 · Application Fee Income						
Invoice	10/02/2024	232	Mustang Creek	Permit Applic...	2,177.50	2,177.50
Invoice	10/02/2024	232	Mustang Creek	Permit Applic...	2,177.50	4,355.00
Invoice	10/16/2024	246	Belton Partners LLC	Permit Applic...	465.00	4,820.00
Total 40005 · Application Fee Income					4,820.00	4,820.00
40010 · Bell CAD Current Year Tax						
Deposit	10/24/2024			Deposit	28,394.03	28,394.03
Deposit	10/24/2024			Deposit	1.38	28,395.41
Total 40010 · Bell CAD Current Year Tax					28,395.41	28,395.41
40015 · Bell CAD Deliquent Tax						
Deposit	10/24/2024			Deposit	1,497.33	1,497.33
Deposit	10/24/2024			Deposit	-1,008.66	488.67
Total 40015 · Bell CAD Deliquent Tax					488.67	488.67
40020 · Interest Income						
Deposit	10/30/2024			Deposit	2,087.31	2,087.31
Deposit	10/30/2024			Deposit	2,014.77	4,102.08
Total 40020 · Interest Income					4,102.08	4,102.08
Total Income					37,806.16	37,806.16
Gross Profit					37,806.16	37,806.16
Expense						
50000 · Administrative Expenses						
50400 · Director Fees						
50405 · At Large						
Bill	10/31/2024		Board Mtg O... James Brown	Board Mtg O...	150.00	150.00
Total 50405 · At Large					150.00	150.00
50415 · Pct. 2						
Bill	10/31/2024		Board Mtg O... Gary Young	Board Mtg O...	150.00	150.00
Total 50415 · Pct. 2					150.00	150.00
50420 · Pct. 3						
Bill	10/31/2024		Board Mtg O... Jody Williams	Board Mtg - ...	150.00	150.00
Total 50420 · Pct. 3					150.00	150.00
Total 50400 · Director Fees					450.00	450.00
50500 · Dues & Memberships						
Bill	10/09/2024		annual dues Texas Alliance of Groun...	Annual dues	2,200.00	2,200.00
Bill	10/31/2024		POA Dues Tanglewood POA	POA Dues	336.00	2,536.00
Total 50500 · Dues & Memberships					2,536.00	2,536.00
50800 · Mileage Reimbursements						
Bill	10/31/2024		Reimbursem... Whitney Ingram	Reimbursem...	41.53	41.53
Total 50800 · Mileage Reimbursements					41.53	41.53
Total 50000 · Administrative Expenses					3,027.53	3,027.53
52000 · Salary Costs						
52005 · Administrative Assistant						
Paycheck	10/30/2024		DD1464 Shelly Chapman	Direct Deposit	5,174.08	5,174.08
Total 52005 · Administrative Assistant					5,174.08	5,174.08

Clearwater Underground Water Conservation Profit & Loss Detail October 2024

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Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
52010 · Educational Coord/Support Tech						
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	3,615.39	3,615.39
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	401.71	4,017.10
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	602.57	4,619.67
Total 52010 · Educational Coord/Support Tech					4,619.67	4,619.67
52015 · Manager						
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	8,034.20	8,034.20
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	401.71	8,435.91
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	803.42	9,239.33
Total 52015 · Manager					9,239.33	9,239.33
52016 · Assistant General Manager						
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	6,000.00	6,000.00
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	0.00	6,000.00
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	0.00	6,000.00
Total 52016 · Assistant General Manager					6,000.00	6,000.00
52025 · Office Assistant/Field Tech						
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	3,958.63	3,958.63
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	0.00	3,958.63
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	383.87	4,342.50
Total 52025 · Office Assistant/Field Tech					4,342.50	4,342.50
52040 · Health Insurance						
Check	10/01/2024	SWHP-Oct24	Scott & White Health Pl...		1,813.32	1,813.32
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	650.00	2,463.32
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	650.00	3,113.32
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	0.00	3,113.32
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	906.66	4,019.98
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	-906.66	3,113.32
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	0.00	3,113.32
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	906.66	4,019.98
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	-906.66	3,113.32
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	650.00	3,763.32
Check	10/31/2024	SWHP-Nov24	Scott & White Health Pl...	ACH Approved	1,813.32	5,576.64
Total 52040 · Health Insurance					5,576.64	5,576.64
52045 · Payroll Taxes & Work Comp						
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	309.54	309.54
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	72.39	381.93
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	0.00	381.93
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	613.14	995.07
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	143.39	1,138.46
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	0.00	1,138.46
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	320.79	1,459.25
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	75.02	1,534.27
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	0.00	1,534.27
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	286.42	1,820.69
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	66.98	1,887.67
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	0.00	1,887.67
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	412.30	2,299.97
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	96.43	2,396.40
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	0.00	2,396.40
Total 52045 · Payroll Taxes & Work Comp					2,396.40	2,396.40
52050 · Retirement						
Paycheck	10/30/2024	DD1462	Corey C Dawson	Direct Deposit	224.66	224.66
Paycheck	10/30/2024	DD1463	Richard E Aaron	Direct Deposit	445.02	669.68
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	155.22	824.90
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	138.59	963.49
Paycheck	10/30/2024	DD1466	Whitney Ingram	Direct Deposit	199.50	1,162.99
Total 52050 · Retirement					1,162.99	1,162.99

Clearwater Underground Water Conservation Profit & Loss Detail October 2024

Type	Date	Num	Name	Memo	Amount	Balance
52055 · Payroll Expenses						
Check	10/25/2024	HSAfeeOct24	Wex	HSA Fee	25.00	25.00
Total 52055 · Payroll Expenses					25.00	25.00
52060 · Freshbenies						
Check	10/21/2024	Oct24-TS	New Benefits Ltd - Fres...	Tristin Smith	22.00	22.00
Check	10/21/2024	OctOct25-TS	New Benefits Ltd - Fres...	Shelly Chap...	22.00	44.00
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	22.00	66.00
Paycheck	10/30/2024	DD1464	Shelly Chapman	Direct Deposit	-22.00	44.00
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	22.00	66.00
Paycheck	10/30/2024	DD1465	Tristin S Smith	Direct Deposit	-22.00	44.00
Total 52060 · Freshbenies					44.00	44.00
Total 52000 · Salary Costs					38,580.61	38,580.61
53000 · Operating Expenses						
53015 · Admin/Recording Fee Expenses						
Bill	10/01/2024		Card Service Center		17.00	17.00
Total 53015 · Admin/Recording Fee Expenses					17.00	17.00
53100 · Clearwater Studies						
53130 · General Consulting						
53130.6 · Aquifer Monitor Well Tool						
Bill	10/31/2024	INv 1126	KT Groundwater, LLC	Inv 1126 issu...	165.00	165.00
Total 53130.6 · Aquifer Monitor Well Tool					165.00	165.00
Total 53130 · General Consulting					165.00	165.00
53140 · Monitor Wells Expenses						
Bill	10/31/2024	Reimbursem...	Corey Dawson (R)	Reimbursem...	17.58	17.58
Total 53140 · Monitor Wells Expenses					17.58	17.58
Total 53100 · Clearwater Studies					182.58	182.58
53300 · GIS Managemet/Analytics						
53311 · Hosting - Website						
Bill	10/09/2024	Inv 22526	Engineer Austin, LLC	Inv 22526	25.00	25.00
Total 53311 · Hosting - Website					25.00	25.00
53312 · Enhancements - Website						
Bill	10/09/2024	Inv 6121	Presley Design Studio	Phase 1	1,980.00	1,980.00
Total 53312 · Enhancements - Website					1,980.00	1,980.00
53315 · IT Network Sustainment						
Bill	10/09/2024	Inv 22526	Engineer Austin, LLC	Inv 22526	650.00	650.00
Total 53315 · IT Network Sustainment					650.00	650.00
Total 53300 · GIS Managemet/Analytics					2,655.00	2,655.00
53400 · Computer Licenses/Virus Prtctn						
Bill	10/09/2024	Inv 22526	Engineer Austin, LLC	Inv 22526	207.50	207.50
Total 53400 · Computer Licenses/Virus Prtctn					207.50	207.50
53600 · Educational Outreach/Marketing						
53603 · Sponsorships						
Bill	10/31/2024	FY25 Spons...	Bell County Master Gar...	FY25 Annual ...	1,000.00	1,000.00
Total 53603 · Sponsorships					1,000.00	1,000.00

Clearwater Underground Water Conservation Profit & Loss Detail October 2024

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Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
53605 · Event Cost						
Invoice	10/01/2024	233	Bell County Engineer	Water Symp...	-1,000.00	-1,000.00
Invoice	10/01/2024	234	Lloyd Gosselink	Water Symp...	-1,000.00	-2,000.00
Invoice	10/01/2024	235	KPA	Water Symp...	-1,000.00	-3,000.00
Invoice	10/01/2024	236	LRE	Water Symp...	-250.00	-3,250.00
Invoice	10/01/2024	237	ICF Jones & Stokes, Inc	Water Symp...	-500.00	-3,750.00
Invoice	10/01/2024	238	EnoScientific	Water Symp...	-500.00	-4,250.00
Invoice	10/01/2024	239	Gamblin Engineering G...	Water Symp...	-500.00	-4,750.00
Invoice	10/01/2024	240	AGS	Water Symp...	-500.00	-5,250.00
Invoice	10/01/2024	241	Intera	Water Symp...	-500.00	-5,750.00
Invoice	10/01/2024	242	MRB Group	Water Symp...	-1,000.00	-6,750.00
Invoice	10/01/2024	243	KT Groundwater LLC	Water Symp...	-2,000.00	-8,750.00
Invoice	10/01/2024	244	WCID #1	Water Symp...	-500.00	-9,250.00
Invoice	10/01/2024	245	Freese & Nichols	Water Symp...	-250.00	-9,500.00
Bill	10/01/2024		Card Service Center	lunch host - ...	149.96	-9,350.04
Invoice	10/25/2024	247	Doucet Engineers	Water Symp...	-500.00	-9,850.04
Invoice	10/29/2024	248	Collier Consulting	Water Symp...	-500.00	-10,350.04
Total 53605 · Event Cost					-10,350.04	-10,350.04
Total 53600 · Educational Outreach/Marketing					-9,350.04	-9,350.04
53720 · Office Supplies						
Bill	10/01/2024	Inv IN-1559...	Perry Office Plus	Inv IN-1559786	265.64	265.64
Bill	10/01/2024	Inv IN-1557...	Perry Office Plus	Inv IN-1557983	270.08	535.72
Total 53720 · Office Supplies					535.72	535.72
53730 · Permit Reviews						
53731 · Geoscience						
Bill	10/31/2024	Inv 1127	Jarrell Schwertner WSC	Inv 1127 - JS...	660.00	660.00
Bill	10/31/2024	Inv 1127	American Rockwool	Inv 1127 - A...	605.00	1,265.00
Total 53731 · Geoscience					1,265.00	1,265.00
Total 53730 · Permit Reviews					1,265.00	1,265.00
53740 · Postage						
Bill	10/01/2024	Inv 25287	INTEG	Inv 25287	1,341.12	1,341.12
Total 53740 · Postage					1,341.12	1,341.12
53750 · Printing						
Bill	10/01/2024	Inv 25287	INTEG	Inv 25287	411.83	411.83
Total 53750 · Printing					411.83	411.83
53790 · Vehicle Expense						
Check	10/23/2024	Cefco-Oct24	CEFCO		276.52	276.52
Total 53790 · Vehicle Expense					276.52	276.52
Total 53000 · Operating Expenses					-2,457.77	-2,457.77
54000 · Facility Costs						
54100 · Insurance						
54101 · Liability						
Bill	10/09/2024	FY25	TML		2,478.42	2,478.42
Total 54101 · Liability					2,478.42	2,478.42
54102 · Property						
Bill	10/09/2024	FY25	TML		2,942.94	2,942.94
Total 54102 · Property					2,942.94	2,942.94
54104 · Worker's Comp						
Bill	10/09/2024	FY25	TML		988.00	988.00
Total 54104 · Worker's Comp					988.00	988.00

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Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
Bill	10/09/2024	54105 · Liability - Vehicle FY25 TML			2,405.90	2,405.90
		Total 54105 · Liability - Vehicle			2,405.90	2,405.90
Bill	10/09/2024	54106 · Liability - Cyber Security FY25 TML			980.00	980.00
		Total 54106 · Liability - Cyber Security			980.00	980.00
		Total 54100 · Insurance			9,795.26	9,795.26
		54200 · Building Repairs/Maintenance				
Bill	10/09/2024	Annual Insp...	Hartman ABC Pest Con...	Annual Termi...	420.00	420.00
Bill	10/31/2024	Inv 147806	Hartman ABC Pest Con...	Inv 147806	100.00	520.00
Bill	10/31/2024	Inv 205	Progressive Protection	Inv 205 - Rep...	265.00	785.00
		Total 54200 · Building Repairs/Maintenance			785.00	785.00
		54300 · Janitorial Service				
Bill	10/09/2024	INv 3238-12...	Fish Window Cleaning	Inv 3238-12414	57.00	57.00
Bill	10/30/2024	Oct 2024	Veronica Torres	October 2024	0.00	57.00
Bill	10/30/2024	Oct2024	Veronica Torres	Oct 2024	550.00	607.00
		Total 54300 · Janitorial Service			607.00	607.00
		54500 · Lawn Maintenance/Service				
Bill	10/31/2024	Inv 25067	Greeson Lawn Services...	Inv 20567	225.00	225.00
		Total 54500 · Lawn Maintenance/Service			225.00	225.00
		54600 · Security				
Bill	10/09/2024	Inv 121383	Progressive Protection	Inv 121383	604.45	604.45
		Total 54600 · Security			604.45	604.45
		Total 54000 · Facility Costs			12,016.71	12,016.71
		55000 · Utilities				
		55200 · Electricity				
Check	10/31/2024	FreePtOct24	Freepoint Energy Soluti...		332.97	332.97
		Total 55200 · Electricity			332.97	332.97
		55300 · Internet				
Check	10/09/2024	SpectSep24	Spectrum (Charter Com...		165.62	165.62
		Total 55300 · Internet			165.62	165.62
		55400 · Phone				
Bill	10/09/2024	Inv 141093	Renaissance Systems, ...	INv 141093	237.01	237.01
		Total 55400 · Phone			237.01	237.01
		55500 · Water/Garbage				
Bill	10/31/2024		City of Belton		285.81	285.81
		Total 55500 · Water/Garbage			285.81	285.81
		Total 55000 · Utilities			1,021.41	1,021.41
		Total Expense			52,188.49	52,188.49
		Net Ordinary Income			-14,382.33	-14,382.33
		Net Income			-14,382.33	-14,382.33

9:03 AM

11/15/24

Clearwater Underground Water Conservation
A/P Aging Detail
As of November 14, 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
Current						
Total Current						
1 - 30						
Total 1 - 30						
31 - 60						
Total 31 - 60						
61 - 90						
Total 61 - 90						
> 90						
Total > 90						<hr/>
TOTAL						<hr/> <hr/>

Investment Fund - Item #6

TexPool Participant Services
 1001 Texas Avenue, Suite 1150
 Houston, TX 77022



Summary Statement

CLEARWATER UNDERGROUND WCD
ATTN DIRK AARON
PO BOX 1989
BELTON TX 76513-5989

Statement Period 10/01/2024 - 10/31/2024
Customer Service 1-866-TEX-POOL
Location ID 000079358

GENERAL FUND - 07935800001

Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance	Average Balance
TexPool	\$482,847.01	\$0.00	\$0.00	\$2,014.77	\$484,861.78	\$482,912.00
TexPool Prime	\$492,495.80	\$0.00	\$0.00	\$2,087.31	\$494,583.11	\$492,563.13
Total Dollar Value	\$975,342.81	\$0.00	\$0.00	\$4,102.08	\$979,444.89	

ACCOUNT TOTALS

Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance
TexPool	\$482,847.01 ✓	\$0.00 ✓	\$0.00 ✓	\$2,014.77 ✓	\$484,861.78
TexPool Prime	\$492,495.80 ✓	\$0.00 ✓	\$0.00 ✓	\$2,087.31 ✓	\$494,583.11
Total Dollar Value	\$975,342.81	\$0.00	\$0.00	\$4,102.08	\$979,444.89

SEC 11/14/2024

8:37 AM

11/15/24

Clearwater Underground Water Conservation
Reconciliation Summary
10505 · Cash - TexPool, Period Ending 10/31/2024

	<u>Oct 31, 24</u>
Beginning Balance	482,847.01
Cleared Transactions	
Deposits and Credits - 1 item	<u>2,014.77</u>
Total Cleared Transactions	<u>2,014.77</u>
Cleared Balance	<u>484,861.78</u>
Register Balance as of 10/31/2024	484,861.78
Ending Balance	484,861.78

8:36 AM

11/15/24

Clearwater Underground Water Conservation
Reconciliation Summary
10500 · Cash-TexPool Prime, Period Ending 10/31/2024

	<u>Oct 31, 24</u>	
Beginning Balance		492,495.80
Cleared Transactions		
Deposits and Credits - 1 item	<u>2,087.31</u>	
Total Cleared Transactions	<u>2,087.31</u>	
Cleared Balance		<u>494,583.11</u>
Register Balance as of 10/31/2024		494,583.11
Ending Balance		494,583.11

FY24 Budget Amend - Item #8

Agenda Item # 8 :

Discuss, consider, and take appropriate action, if necessary, to approve the **final FY24** line-item budget amendments as requested.

Narrative:

The CUWCD Staff requests line-item budget amendments to officially close out **FY24**.

1. Permit Review – Legal invoice from Lloyd Gosselink
2. Legislative Services – Legal invoice from Lloyd Gosselink
2. General Consulting – Investigations
3. Payroll – adjustments due to “rounding” numbers.
4. In-house adjustments as presented below.

This is a simple adjustment between line items.

	Line Item	Invoice Amount	Available Funds	Amount Requested	New Balance	From	Available Funds	New Balance
Lloyd Gosselink	53732-Permit Review-Legal	\$2,336.00	\$0.00	\$2,336.00	\$0.00	53706-Legal-DFC/MAG/GA	\$6,084.51	\$3,748.51
Lloyd Gosselink	53704-Legislative research/analysis	\$925.00	\$0.00	\$925.00	\$0.00	53706-Legal-DFC/MAG/GA	\$3,748.51	\$2,823.51
Internal Adj	53130.4-Gen Consult -Investigation		-\$35.45	\$35.45	\$0.00	53130.1-Gen Consult-DFC	\$45.00	\$9.55
Internal Adj	52010-Salary-Ed Outreach Coord		-\$0.04	\$0.04	\$0.00	52050-Salary-retirement	\$7.32	\$7.28
Internal Adj	52015-Salary-Gen Manager		-\$0.04	\$0.04	\$0.00	52050-Salary-retirement	\$7.28	\$7.24
Internal Adj	52025-Salary-Field Tech		-\$0.04	\$0.04	\$0.00	52050-Salary-retirement	\$7.24	\$7.20

40010 BellCAD Current Year Tax **-\$25,220.80**
 BellCAD Deliquent Tax **-\$25.60**
 (uncollected taxes) **-\$25,246.40**

Adjust line item 53760-Reserves for uncollected taxes - AMEND budget from \$20,000 to \$25,246.40

53760 - Reserves for uncollected tax (original bud **\$20,000.00**
 (adjustment for uncollected taxes) **-\$25,246.40**
 (return to contingency fund) **-\$5,246.40**

50250 Current contingency fund **\$2,253.51**
 Return to contingency fund **-\$5,246.40**
 Adjusted contingency fund **-\$2,992.89**

Recommendation:

Staff recommends making the line-item budget amendment as requested to close out FY24.

FY24 Budget Close Out - Item #9

Board Meeting
November 20, 2024

Agenda Item No: 9
FY23 Budget Close Out

Agenda Item # 9

Discuss, consider, and take appropriate action necessary to close out the FY24 Budget as presented.

Narrative:

Original Budget set for FY24 \$ 959,331.00 (projected income and expenses – page 1)

The following describes the year-end closeout for FY24

Actual income:	\$ 903,724.19 (Tax Revenue, Permit Fees, and Delinquent Taxes Collected – pg 1)
Other income: Reserves (New Board Room)	\$ 50,000.00 (page 5)
Reserves (Storage Bldg Repair)	\$ 21,100.00 (page 5)
Refund (ASR WCID 1)	\$ 25,142.00 (page 5)

Adjusted Income: \$ 999,966.19

Expenses:	\$ 857,275.08 (page 5)
Other Expenses: New Board Room	\$ 50,000.00 (page 5)
Storage Bldg Repair	\$ 21,052.95 (page 5)

Total Expenses: \$ 928,328.03

Return to Fund Balance: \$ 71,638.16 (page 5)

Staff Recommendation:

Approve budget close out as presented closing the year with a net return to fund balance of
\$ 71,638.16

**Clearwater Underground Water Conservation
Profit & Loss Budget vs. Actual
October 2023 through September 2024**

**FY24 Final Close out
(if adjustments approved)**

2:53 PM
11/14/2024

Ordinary Income/Expense

Income

	Oct '23 thru Sep '24	FY24 Original Budget	FY24 Amended Budget	\$ Over Budget
40005 · Application Fee Income	16,406.50	50,000.00	50,000.00	-33,593.50
40007 · Administrative/Recording Fees	300.00	500.00	500.00	-200.00
40010 · Bell CAD Current Year Tax	812,110.20	837,331.00	837,331.00	-25,220.80
40015 · Bell CAD Deliquent Tax	9,974.40	10,000.00	10,000.00	-25.60
40020 · Interest Income	62,842.42	60,000.00	60,000.00	2,842.42
40030 · Transport Fee Income	1,090.67	1,500.00	1,500.00	-409.33
40035 · Civil Penalties	1,000.00	0.00	0.00	1,000.00

Total Income

	903,724.19	959,331.00	959,331.00	-55,606.81
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Gross Profit

	903,724.19	959,331.00	959,331.00	-55,606.81
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Expense

50000 · Administrative Expenses

50100 · Audit	8,169.00	8,200.00	8,200.00	-31.00
50200 · Conferences & Prof Development	3,900.00	6,500.00	6,500.00	-2,600.00
50250 · Contingency Fund	0.00	47,175.00	-2,992.89	2,992.89
50300 · Director Expenses				
50305 · At Large	1,195.14	1,500.00	1,500.00	-304.86
50310 · Pct. 1	775.70	1,500.00	1,500.00	-724.30
50315 · Pct. 2	1,250.53	1,500.00	1,500.00	-249.47
50320 · Pct. 3	1,110.73	1,500.00	1,500.00	-389.27
50325 · Pct. 4	707.47	1,500.00	1,500.00	-792.53

Total 50300 · Director Expenses

	5,039.57	7,500.00	7,500.00	-2,460.43
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50400 · Director Fees

50405 · At Large	2,550.00	2,550.00	2,550.00	0.00
50410 · Pct. 1	0.00	2,550.00	0.00	0.00
50415 · Pct. 2	2,550.00	2,550.00	2,550.00	0.00
50420 · Pct. 3	2,250.00	2,550.00	2,550.00	-300.00
50425 · Pct. 4	0.00	2,550.00	0.00	0.00

Total 50400 · Director Fees

	7,350.00	12,750.00	7,650.00	-300.00
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50500 · Dues & Memberships

	3,806.00	5,000.00	5,000.00	-1,194.00
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50550 · Election Expense

	0.00	0.00	0.00	0.00
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50600 · GMA 8 Expenses

50605 · Technical Committee	3,048.03	5,000.00	5,000.00	-1,951.97
50610 · Administration	95.58	2,500.00	1,500.00	-1,404.42
50615 · GAM Development	37,394.30	22,000.00	37,394.30	0.00

Total 50600 · GMA 8 Expenses

	40,537.91	29,500.00	43,894.30	-3,356.39
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	Oct '23 thru Sep '24	FY24 Original Budget	FY24 Amended Budget	\$ Over Budget
50700 · Meals	1,021.43	1,000.00	1,021.43	0.00
50800 · Mileage Reimbursements	3,798.35	5,000.00	4,370.64	-572.29
50900 · Travel & Hotel	4,762.22	5,175.00	5,175.00	-412.78
Total 50000 · Administrative Expenses	78,384.48	127,800.00	86,318.48	-7,934.00
52000 · Salary Costs				
52005 · Administrative Assistant	59,988.96	59,989.00	59,989.00	-0.04
52010 · Educational Coord/Support Tech	53,561.04	53,561.00	53,561.04	0.00
52015 · Manager	107,123.04	107,123.00	107,123.04	0.00
52016 · Assistant General Manager	36,000.00	75,000.00	72,000.00	-36,000.00
52020 · Part Time/Intern	0.00	4,500.00	4,500.00	-4,500.00
52025 · Office Assistant/Field Tech	50,348.04	50,348.00	50,348.04	0.00
52040 · Health Insurance	39,235.44	45,204.00	45,204.00	-5,968.56
52045 · Payroll Taxes & Work Comp	25,563.88	27,552.00	27,552.00	-1,988.12
52050 · Retirement	12,391.68	12,399.00	12,398.88	-7.20
52055 · Payroll Expenses	639.93	565.00	639.93	0.00
52060 · Freshbenies	528.00	792.00	717.07	-189.07
Total 52000 · Salary Costs	385,380.01	437,033.00	434,033.00	-48,652.99
53000 · Operating Expenses				
53010 · Accounting/Bank Service Expense	0.00	350.00	350.00	-350.00
53015 · Admin/Recording Fee Expenses	0.00	0.00	0.00	0.00
53020 · Advertisement	3,224.65	4,000.00	3,888.00	-663.35
53030 · Appraisal District	9,112.00	9,000.00	9,112.00	0.00
53100 · Clearwater Studies				
53105 · Trinity Studies				
53105.1 · Pumping Distribution	0.00	0.00	0.00	0.00
53105.2 · Pumping Test	0.00	0.00	0.00	0.00
53105.3 · Synoptic	0.00	0.00	0.00	0.00
53105.4 · GAM Run	0.00	0.00	0.00	0.00
53105.5 · Mgmt Options	0.00	0.00	0.00	0.00
53105.6 · Water Quality Studies	0.00	0.00	0.00	0.00
Total 53105 · Trinity Studies	0.00	0.00	0.00	0.00
53110 · Edwards BFZ Studies				
53110.1 · Pumping Distribution	0.00	0.00	0.00	0.00
53110.2 · Pumping Test	0.00	0.00	0.00	0.00
53110.3 · Synoptic	0.00	0.00	0.00	0.00
53110.4 · Spring Shed (Baylor)	33,350.00	36,675.00	33,350.00	0.00
53110.5 · Water Quality Studies	0.00	0.00	0.00	0.00
53110.6 · GAM Run	6,258.75	0.00	9,190.00	-2,931.25
Total 53110 · Edwards BFZ Studies	39,608.75	36,675.00	42,540.00	-2,931.25

	Oct '23 thru Sep '24	FY24 Original Budget	FY24 Amended Budget	\$ Over Budget
53115 · Drought Contingency Plan	0.00	0.00	0.00	0.00
53120 · Endangered Species				
53120.1 · Coalition	17,355.00	17,355.00	17,355.00	0.00
53120.2 · Reimbursable Order	0.00	0.00	0.00	0.00
53120.3 · 4(d) rule	0.00	0.00	0.00	0.00
53120.4 · DPS Petition	0.00	0.00	0.00	0.00
Total 53120 · Endangered Species	17,355.00	17,355.00	17,355.00	0.00
53125 · Environmental Flows	0.00	0.00	0.00	0.00
53130 · General Consulting				
53130.1 · DFC Process	0.00	7,500.00	9.55	-9.55
53130.2 · Eval of Rules	0.00	0.00	0.00	0.00
53130.3 · Eval. Hydrogeologic Report	0.00	0.00	0.00	0.00
53130.4 · Investigations	6,722.95	8,000.00	6,722.95	0.00
53130.5 · Geo Logging	0.00	5,000.00	0.00	0.00
53130.6 · Aquifer Monitor Well Tool	0.00	0.00	0.00	0.00
53130.7 · ASR Study	0.00	0.00	0.00	0.00
53130.8 · Data Release	0.00	0.00	0.00	0.00
53130.9 · CGMM Dashboard	0.00	0.00	0.00	0.00
Total 53130 · General Consulting	6,722.95	20,500.00	6,732.50	-9.55
53135 · Monitor Well Construction	16,072.70	20,000.00	19,957.45	-3,884.75
53140 · Monitor Wells Expenses	10,042.55	10,000.00	10,042.55	0.00
53141 · Weather Station Expense	516.71	2,000.00	2,000.00	-1,483.29
53145 · Spring Flow Gauge	0.00	0.00	0.00	0.00
53150 · Water Quality	2,418.08	4,500.00	3,000.00	-581.92
53155 · 3-D Visualization	4,792.00	5,000.00	5,000.00	-208.00
Total 53100 · Clearwater Studies	97,528.74	116,030.00	106,627.50	-9,098.76
53200 · Spring Flow Gage System				
53205 · Op. & Maintenance	16,300.00	16,377.00	16,377.00	-77.00
53210 · Installation	0.00	0.00	0.00	0.00
Total 53200 · Spring Flow Gage System	16,300.00	16,377.00	16,377.00	-77.00
53300 · GIS Managemet/Analytics				
53305 · Enhancements - Data Base	20,500.00	20,500.00	20,500.00	0.00
53306 · Hosting - Data Base	500.00	500.00	500.00	0.00
53310 · Hosting - PDI	0.00	0.00	0.00	0.00
53311 · Hosting - Website	275.00	300.00	300.00	-25.00
53312 · Enhancements - Website	0.00	0.00	0.00	0.00
53315 · IT Network Sustainment	7,150.00	7,800.00	7,800.00	-650.00
53317 · Management Tool Sustainment	2,200.00	2,200.00	2,200.00	0.00
Total 53300 · GIS Managemet/Analytics	30,625.00	31,300.00	31,300.00	-675.00
53400 · Computer Licenses/Virus Prtctn	2,022.64	1,908.00	2,022.64	0.00

	Oct '23 thru Sep '24	FY24 Original Budget	FY24 Amended Budget	\$ Over Budget
53450 · Computer Repairs and Supplies	490.00	2,000.00	1,584.74	-1,094.74
53500 · Computer Software & Hardware	4,382.10	5,000.00	5,000.00	-617.90
53550 · Copier/Scanner/Plotter	6,333.84	6,350.00	6,350.00	-16.16
53600 · Educational Outreach/Marketing				
53603 · Sponsorships	9,276.27	8,000.00	9,276.27	0.00
53605 · Event Cost	7,455.63	5,000.00	7,455.63	0.00
53615 · Promotional Items	2,493.06	5,000.00	2,500.00	-6.94
53620 · Supplies & Equipment	339.97	2,500.00	339.97	0.00
53625 · Curriculum	0.00	0.00	0.00	0.00
Total 53600 · Educational Outreach/Marketing	19,564.93	20,500.00	19,571.87	-6.94
53650 · Furniture & Equipment	4,952.03	2,500.00	5,157.69	-205.66
53700 · Legal				
53701 · Drought Contingency Plan	0.00	0.00	0.00	0.00
53702 · Endangered Species	0.00	15,000.00	87.91	-87.91
53703 · General (rules/accountability)	6,542.82	10,000.00	6,542.82	0.00
53704 · Legislative Research/Analysis	6,531.50	5,000.00	6,531.50	0.00
53705 · Legislative Services	0.00	0.00	0.00	0.00
53706 · GMA/DFC/MAG support	0.00	10,000.00	2,823.51	-2,823.51
Total 53700 · Legal	13,074.32	40,000.00	15,985.74	-2,911.42
53720 · Office Supplies	4,215.63	4,500.00	4,507.43	-291.80
53730 · Permit Reviews				
53731 · Geoscience	48,655.80	25,000.00	48,655.80	0.00
53732 · Legal Evaluation	51,457.29	25,000.00	51,457.29	0.00
Total 53730 · Permit Reviews	100,113.09	50,000.00	100,113.09	0.00
53740 · Postage	2,831.45	2,875.00	2,875.00	-43.55
53750 · Printing	1,228.82	2,500.00	2,500.00	-1,271.18
53760 · Reserve for Uncollected Taxes	0.00	20,000.00	25,246.40	-25,246.40
53780 · Subscriptions	1,496.66	1,200.00	1,496.66	0.00
53785 · Mobile Classroom Expense	18.02	2,000.00	128.87	-110.85
53790 · Vehicle Expense	4,775.73	5,600.00	5,600.00	-824.27
Total 53000 · Operating Expenses	322,289.65	343,990.00	365,794.63	-43,504.98
54000 · Facility Costs				
54100 · Insurance				
54101 · Liability	2,382.38	2,431.00	2,431.00	-48.62
54102 · Property	2,444.12	2,494.00	2,494.00	-49.88
54103 · Surety Bonds	200.00	1,300.00	1,300.00	-1,100.00
54104 · Worker's Comp	958.00	1,000.00	1,000.00	-42.00
54105 · Liability - Vehicle	1,100.54	1,123.00	1,123.00	-22.46
54106 · Liability - Cyber Security	171.50	175.00	175.00	-3.50
Total 54100 · Insurance	7,256.54	8,523.00	8,523.00	-1,266.46

	Oct '23 thru Sep '24	FY24 Original Budget	FY24 Amended Budget	\$ Over Budget
54200 · Building Repairs/Maintenance	34,076.05	23,000.00	34,076.05	0.00
54300 · Janitorial Service	6,535.00	6,000.00	6,690.37	-155.37
54400 · Janitorial Supplies	1,433.42	1,000.00	1,500.00	-66.58
54500 · Lawn Maintenance/Service	2,700.00	3,000.00	3,000.00	-300.00
54600 · Security	8,373.12	375.00	8,532.77	-159.65
Total 54000 · Facility Costs	60,374.13	41,898.00	62,322.19	-1,948.06
55000 · Utilities				
55200 · Electricity	3,543.82	2,500.00	3,559.65	-15.83
55300 · Internet	1,605.42	1,350.00	1,605.42	0.00
55400 · Phone	3,187.94	2,460.00	3,188.00	-0.06
55500 · Water/Garbage	2,509.63	2,300.00	2,509.63	0.00
Total 55000 · Utilities	10,846.81	8,610.00	10,862.70	-15.89
Total Expense	857,275.08	959,331.00	959,331.00	-102,055.92
Net Ordinary Income	46,449.11	0.00	0.00	46,449.11
Other Income/Expense				
Other Income				
61000 · Reserve Funds-Special Projects	50,000.00	0.00	50,000.00	0.00
61001 · Reserve Funds-CGMM Dashboard	0.00	0.00	0.00	0.00
61100 · Reserve for Storage Building	21,100.00	0.00	21,100.00	0.00
61110 · Refund - ASR Project WCID1	25,142.00	0.00	0.00	25,142.00
Total Other Income	96,242.00	0.00	71,100.00	25,142.00
Other Expense				
65200 · Storage Building Repairs	21,052.95	0.00	21,100.00	-47.05
65102 · Bell County Boardroom	50,000.00	0.00	50,000.00	0.00
Total Other Expense	71,052.95	0.00	71,100.00	-47.05
Net Other Income	25,189.05	0.00	0.00	25,189.05
Net Income	71,638.16	0.00	0.00	71,638.16

GMA 8 District Representatives
Item #10

**Board Meeting
November 20, 2024**

**Agneda Item ____
GMA8 Designation of Representative and Alternate**

Agenda Item:

Discuss, consider and approve if necessary, by formal resolution, a representative and an alternate representative for CUWCD at the GMA8 Joint Planning Meetings as it relates to round 4.

Narrative:

§ 35.004 of the Texas Water Code mandates that the Texas Water Development Board (TWDB) designate and delineate Groundwater Management Areas ("GMAs" as defined by § 356.22 of Title 31 of the Texas Administrative Code or, alternatively,

"Management Areas" as defined by § 35.002 of the Texas Water Code), within which groundwater conservation districts located partially or wholly within a particular GMA undertake joint planning efforts to manage the groundwater resources located within that GMA and other actions specified by § 36.108 of the Texas Water Code;

The district has assigned Dirk Aaron, General Manager to represent CUWCD for the current round. Knowing that we now have an Assistant Manager, Whitney Ingram, it would benefit CUWCD have here designated as the alternate representative in place of Gary Young.

Staff Recommendation:

By resolution, re-assign Dirk Aaron as the formal representative to GMA8.

By resolution, assign Whitney Ingram as the formal alternate representative to GMA8

Continue to have Gary Young attend each meeting and informally represent the district at all GMA8 meetings. Having a board member present provides an informal position that the district is aware of the importance of the joint planning process and can confirm his perspective at each CUWCD board meeting of the process and path forward needed.

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT
MEETING HELD NOVEMBER 20th, 2024**

**A RESOLUTION DESIGNATING DISTRICT REPRESENTATIVE AND ALTERNATE
TO GROUNDWATER MANAGEMENT AREA #8**

WHEREAS, the Clearwater Underground Water Conservation District (CUWCD) is a political subdivision of the State of Texas and underground water conservation district created and operating under and by virtue of Article XVI, Section 59, of the Texas Constitution; Texas Water Code Chapter 36; the District's enabling act, Act of May 27, 1989, 71st Legislature, Regular Session, Chapter 524 (House Bill 3172), as amended by Act of April 25, 2001, 77th Legislature, Regular Session, Chapter 22 (Senate Bill 404), Act of May 7, 2009, 81st Legislature, Regular Session, Chapter 64 (Senate Bill 1755), and Act of May 27, 2015, 84th Legislature, Regular Session, Chapter 1196, Section 2 (Senate Bill 1336)(omnibus districts bill); and the applicable general laws of the State of Texas; and confirmed by voters of Bell County on August 21, 1999;

WHEREAS, § 35.004 of the Texas Water Code mandates that the Texas Water Development Board (the "TWDB") designate and delineate Groundwater Management Areas ("GMAs" as defined by § 356.22 of Title 31 of the Texas Administrative Code or, alternatively, "Management Areas" as defined by § 35.002 of the Texas Water Code), within which groundwater conservation districts located partially or wholly within a particular GMA undertake joint planning efforts to manage the groundwater resources located within that GMA and other actions specified by § 36.108 of the Texas Water Code;

WHEREAS, the TWDB implemented Texas Water Code § 35.004 by adopting rules at Title 31, Chapter 356, of the Texas Administrative Code, and by subsequently designating and delineating GMAs, including GMA #8, as defined by § 356.23 of the Texas Administrative Code and the accompanying maps cited in § 356.23;

WHEREAS, GMA #8 is composed of 45 counties, including all of Bell County and, at the time of this Board resolution, all of the territory of 11 groundwater conservation districts, including the Clearwater Underground Water Conservation District, and part of the territory of the Post Oak Savannah Groundwater Conservation District;

WHEREAS, the District desires to actively participate in joint planning in GMA #8 to achieve the objectives and meet the obligations set forth in § 36.108 of the Texas Water Code;

WHEREAS, the District desires to select a Presiding Officer or his designee to participate and represent the District in GMA #8's activities, as required by § 36.108 of the Texas Water Code; and

WHEREAS, the Board of Directors, upon proper notice and in an open meeting, seeks to take formal action to select a Presiding Officer and eligible designees of the Presiding Officer to participate and represent the District in GMA #8's joint planning activities.

NOW THEREFORE BE IT RESOLVED THAT:

The Board of Directors hereby designates **Dirk Aaron** as the District's Presiding Officer to participate on the District's behalf at meetings and other activities of GMA #8, and to fulfill the obligations of a Presiding Officer under § 36.108 of the Texas Water Code. Dirk Aaron shall be empowered to represent the District and take any and all necessary actions at GMA #8 to protect the District's interests, including but not limited to voting, serving as an officer of GMA #8, and otherwise exercising leadership and participating in the joint planning efforts of GMA #8.

Presiding Officer Dirk Aaron hereby designates District Assistant General Manager **Whitney Ingram** as alternate Presiding Officer's designees under § 36.108(c) of the Texas Water Code and the Board of Directors hereby ratifies this designation. In the event that Dirk Aaron is unavailable to participate in a particular activity of GMA #8, he may request that Whitney Ingram participate in his absence. While serving in Mr. Aaron's absence, the designee shall be authorized to take any and all action that Mr. Aaron has been authorized to take by this Board resolution.

The Board of Directors further instructs Dirk Aaron and the alternate designee to advise the District's Administrative Manager whenever the districts located in whole or in part in GMA #8 schedule a joint planning meeting to allow the General Manager sufficient time to post public notice of the GMA meeting, in accordance with § 36.108(d-1)(2) and the Texas Open Meetings Act.

AND IT IS SO ORDERED.

Upon motion duly made by Director _____, and seconded by Director _____, and upon discussion, the Board of Directors voted ___ in favor and ___ opposed, ___ abstained, and ___ absent, and the motion thereby PASSED on this 20th day of **November, 2024**

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT

By: _____
Leland Gersbach, Board President

ATTEST:

Gary Young, Board Secretary

**GMA 8 Interlocal Agreement
Item #11**

**Board Workshop
November 20, 2024**

**Agenda Item #11
Resolution for GMA 8 Interlocal Agreement**

Workshop Item #11:

Discuss, consider, and take appropriate action, if necessary, by resolution to enter an interlocal agreement regarding GMA8 funding for development of Desired Future Conditions Joint Planning.

Narrative:

Groundwater Management Area 8 recently considered the selection of a consultant for Professional Services related to Development and Adoption of Desired Future Conditions for Aquifers within GMA 8. The committee selected INTERA, Inc. During the most recent meeting held at the Prairielands Groundwater Conservation District Office located in Cleburne on October 31, 2024, members were asked to consider and act upon on all matters incident and related to the contract and scope of services with INTERA for consulting services for DFC development and explanatory report including the associated GMA 8 Interlocal Agreement.

The Interlocal Agreement (ILA) outlining the cost-sharing structure for the Desired Future Conditions (DFC) joint planning and explanatory report is attached as presented. The project cost is \$200,000, which includes six in-person meetings and three model runs. This amount reflects a negotiated reduction from INTERA's initial proposal.

The Master Technical Services Agreement presented by INTERA was accepted with a not-to-exceed amount of \$200,000.00.

Based on the number of Districts planning to contribute to this agreement and the schedule for the fourth round of planning which takes place in both FY25 and FY26, the estimated amount that the District would contribute to this agreement would be approximately \$9,00.00 per fiscal year.

Staff Recommendation:

- ✓ District GM recommends that the Board approve the resolution to enter an interlocal agreement regarding GMA 8 funding for development of Desired Future Conditions Joint Planning.
- ✓ District GM recommends that the Board plan for a commitment of \$9,000.00 in funding to be provided to this effort in both FY25 and FY26.

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

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

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

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

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

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

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

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

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

I. SCOPE AND FUNDING

1.1 **Scope of Services.** The GMA 8 Districts have selected INTERA Incorporated and Advance Groundwater Solutions (“*Consultant*”) in accordance with the Professional Services Procurement Act, Chapter 2254, Texas Government Code (“*Act*”), to perform the professional services necessary to fulfill the DFC adoption and development and preparation of the Explanatory Report requirements of Section 36.108 of the Texas Water Code as of the effective date of this Agreement. The scope of work to be provided by Consultant is set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.

1.2 **Funding of Consultant Services.**

- (a) The GMA 8 Districts have negotiated a contract price pursuant to the Act, which is more particularly set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes. The contract price set forth in Exhibit B shall not be exceeded without specific authority from the Participating Districts. The North Texas Groundwater Conservation District (“*NTGCD*”) has been appointed by the groundwater conservation districts in GMA 8 as the administrative district for GMA 8, and NTGCD shall serve as the entity that will contract with Consultant to perform the services under Section 1.1 of this Agreement; provided, however that each Participating District has the same obligations, interest and right to the data and information prepared by Consultant by virtue of funding the work performed. The contract between NTGCD and Consultant is entered into on behalf of all of the Participating Districts in the interest of efficiency, and shall at a minimum include terms related to Force Majeure, remedies for breach, and any applicable representations and warranties to ensure timely delivery of the work product set forth in Exhibit A.
- (b) The Participating Districts agree to each fund an equal pro rata share of the total contract price for the performance of Scope of Work as set forth in Pages 4 to 6 of Exhibit A. The Participating Districts’ equal pro rata share of costs to perform the Scope of Work on Pages 4 to 6 of Exhibit A shall include all costs incurred as set forth under Exhibit B (the “*Primary Costs*”). In the event all of the Participating Districts agree after the effective date of this Agreement to fund any additional costs for services beyond the Primary Costs, the Participating Districts hereby agree to fund such additional costs in the same equal pro rata share manner as that for the Primary Costs.
- (c) This Agreement is intended to address the funding of only the Primary Costs in Exhibit B and only those additional costs incurred as agreed to by all Participating Districts. Nothing in this section or the Agreement shall be construed to require a Party to fund any additional cost beyond the Primary Costs in Exhibit B to which that Party does not agree to fund. Similarly, nothing in this section or the Agreement shall be construed as limiting a Party hereto, individually or in conjunction with any other Party/Parties comprising the Participating Districts, from separately funding any other services beyond the Primary Costs in Exhibit B.
- (d) In the event a GMA 8 District that is not a Participating District or other entity approved by the Participating Districts desires to contribute funding to the Primary Costs and/or

approved additional costs, such contribution shall thereby reduce each Party's share of the funding on a pro rata basis.

1.3 **Payment of Consultant Services Costs.**

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

II. GENERAL PROVISIONS

- 2.1 **Recitals.** The recitals in this Agreement are true and correct.
- 2.2 **Cooperation.** During the Term of this Agreement, the Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- 2.3 **Compliance with Laws.** All activities of the Parties under this Agreement shall be in compliance with all applicable Federal, State, and Local rules, laws, and regulations.
- 2.4 **Authority.** This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code and Sections 36.1086, 36.205, and 36.207 of the Texas Water Code, as amended. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
- 2.5 **Severability.** The provisions of this Agreement are severable and, if any provision of this

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

- 2.6 **Assignment.** The assignment of this Agreement by any Party is prohibited without the prior written consent of all of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.
- 2.7 **Source of Payment; Pledge to Secure Payment.** The Parties represent and covenant that payments to be made by it under this Agreement shall constitute funds from the current fiscal year's revenues, as appropriated by each Party's Board of Directors through each Party's annual budget adopted in accordance with the applicable procedures of each Party.
- 2.8 **Third Party Beneficiaries.** Except as expressly provided for herein with regard to Consultant, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- 2.9 **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.
- 2.10 **Interpretation and Reliance.** No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof. Headings and captions used in this Agreement are for reference purposes only, and shall have no bearing on the interpretation of this Agreement.
- 2.11 **Relationship of Parties.** This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. No Party shall have any power to assume or create any obligation on behalf of the other Party.
- 2.12 **Amendments.** Any amendment of this Agreement must be in writing and will be effective if it is signed by the authorized representatives of each the Parties.
- 2.13 **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas laws. Venue for any action arising hereunder will be in a court of competent jurisdiction according to the venue provisions in Texas Water Code § 36.251(c) and Texas Civil Practice and Remedies Code § 15.0151, as applicable.
- 2.14 **Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party

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

- 2.15 **Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- 2.16 **Effective Date.** The effective date of this Agreement shall be the last date of execution of the Parties in the signature pages below.

(Signature Pages Follow)

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

CENTRAL TEXAS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

MIDDLE TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

NORTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

PRAIRIELANDS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

RED RIVER GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

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

UPPER TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

STANDARD TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of 31 October 2024 by **INTERA Incorporated**, ("INTERA") a Texas Corporation, and **North Texas Groundwater Conservation District**, ("Client") a Texas government entity. Individually, INTERA and Client are sometimes referred to as a Party and collectively as Parties.

WHEREAS, Client desires 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, Client also desires 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

Client desires INTERA to perform the Services and provide the Goods described in Attachment A.

ARTICLE 2. TERM

The term of this Agreement will commence on 31 October 2024 and will continue until 31 March 2026 unless sooner terminated as provided in this Agreement.

ARTICLE 3. INVOICING AND PAYMENT

For performance of the Services, Client will pay INTERA the compensation specified in Attachment B. This compensation will be invoiced to Client at monthly intervals along with reimbursables and will be due and payable within 30 days following the date of the invoice. In the event that part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice according to the payment terms hereunder. If for any reason Client fails to pay INTERA in full within 30 days from the date of an invoice, 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 Client fails to pay INTERA in full within 60 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 Client, (ii) terminate this Agreement and/or (iii) engage debt collection services/commence legal proceedings for the collection of unpaid and undisputed invoiced amounts. INTERA shall be entitled to recover, to the extent allowed by law, its costs and expenses, including reasonable attorneys' fees, incurred in connection with all actions taken to obtain or enforce payment by Client of Client's obligations under this Agreement.

ARTICLE 4. REPRESENTATIVES

INTERA will cooperate with the Client and be subject to the direction and control of Client's designated representative. Client will designate a representative who will be the authorized representative of Client 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 Client's 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 Client, 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 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 under this Agreement.

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 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. Client 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. INTERA will have the full title and all rights in and to (including the sole right to obtain patents on) any inventions made or conceived as a result of the performance of the Services. INTERA hereby grants to Client a royalty-free, nonexclusive license for Client to make, have made and use any such invention made or conceived as a result of the performance of the Services or supply of the Goods. All computer programs, applications, methods, mechanized design practices, layouts, and systems developed by INTERA during the term of this Agreement or owned by INTERA on the effective date of this Agreement, will remain the exclusive property of INTERA. Except as otherwise provided in this Article 8, all reports, data, drawings, plans, specifications and other items delivered by INTERA (hereinafter referred to as "Reports") to Client under this Agreement will become the property of Client; however, INTERA is entitled to retain a file copy and utilize such Reports and the material in those Reports in the scope of INTERA's work and/or services for itself and others.

ARTICLE 9. TERMINATION

9.1. Client's Right to Terminate. Client may terminate this Agreement in whole or in part, upon 30 days prior written notice to INTERA, but such termination will not relieve Client of its 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.

9.2. INTERA's Right to Terminate. INTERA may terminate this Agreement in whole or in part, upon 30 days prior written notice to Client, but such termination will not relieve INTERA of its obligation to provide Client 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 Client. INTERA will indemnify and hold harmless Client, its officers, employees, and agents (the "Client Indemnified Parties") from losses (including, but not limited to, reasonable 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. Client will indemnify and hold harmless INTERA, its officers, employees, agents, subcontractors and suppliers

STANDARD TECHNICAL SERVICES AGREEMENT

(the "INTERA Indemnified Parties") from losses (including, but not limited to reasonable 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 Client, 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 or supply of Goods under this Agreement, will in no case exceed the compensation paid to INTERA by Client 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 Client agrees 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 or Work Order 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: George Westbury, Director of Contracts

9600 Great Hills Trail, Suite 300W

Austin, TX 78759

Telephone: 512.425.2000

Email: gwestbury@intera.com

If to Client: North Texas Groundwater Conservation District

Attn: Paul Sigle

5100 Airport Dr.

Denison, TX 75020

Telephone: 855.426.4433

Email: p.sigle@northtexasgcd.org; paul@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 Client upon delivery of the Good to Client.

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.** Client will be 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 the Services or Goods under this Agreement to a subcontractor or supplier without the prior written consent of the Client.

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.

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

STANDARD TECHNICAL SERVICES AGREEMENT

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 and any Work Order. 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 Client's name in its promotional and professional materials. INTERA will not disclose information that is identified by Client 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.

North Texas Groundwater Conservation District

INTERA Incorporated

By: _____

By: _____

Printed Name: Paul Sigle

Printed Name: Neil Deeds

Printed Title: General Manager, North Texas Groundwater Conservation District

Printed Title: Vice President

Project ID: P024.136.GMA08

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ATTACHMENT A: SCOPE OF SERVICES

1.0 STATEMENT OF SERVICES

General Philosophy

The joint planning process provides a roadmap for GCDs to work together to evaluate and define long-term goals for the aquifers within each groundwater management area. To do this effectively, it is critically important that GCDs have access to the best available science to inform these important decisions. INTERA's philosophy for providing joint planning support is to facilitate the process and ensure that the best science is available and presented in a way that is useful to the GCDs tasked with setting desired future conditions. We do not believe it is our role to advocate for any particular outcome or DFC. It is the role of GCDs to balance the competing interests in developing and conserving groundwater in a way that is suitable for each District and consistent with other districts in the GMA. We view it as our responsibility to make sure that the GMA 8 GCDs are equipped to make these decisions in an informed and structured manner.

Approach to Planning

Planning is critical to the success of any project. Our initial planning efforts will involve working with GMA 8 to develop a work schedule designed to efficiently complete this round of joint planning. Our Project Manager will conduct periodic reviews of the schedule to ensure that critical path activities are receiving the necessary management, attention, and resources and that responsible technical or task leads are accountable for progress on the work they are managing. Our Project Manager will also review progress with the GMA 8 districts at each GMA meeting.

Approach to Nine Factors in Texas Water Code Section 36.108(d)

Below is a discussion of our approach to addressing the nine factors listed in TWC Section 36.108(d) that GCDs are required to consider when developing desired future conditions. During the last round of joint planning, GMA 8 evaluated each of these factors. These evaluations are documented in the associated Explanatory Report. We will still evaluate each of the factors individually during this round of joint planning. However, to save both time and expense to the districts in GMA 8, we will review and where appropriate use content from this previous work completed for GMA 8.

Factor 1: Aquifer Uses and Conditions with GMA 8

We will gather information on uses and conditions across the aquifers in GMA 8. This includes collecting well and other records from each of the GCDs in GMA 8 as well as the TWDB Groundwater and Submitted Drillers Reports databases and water use reports. This information can be used to assess the distribution of uses of groundwater throughout GMA 8 (e.g., agricultural, public supply, industrial, etc.) and whether these uses or conditions differ substantially by geographic area. For example, areas with higher and lower well yields can be identified along with areas with uses that differ substantially from other portions of the GMA. This task will result in a series of maps of well yields and use types, both for GMA 8 as a whole and for each county within the GMA.

Factor 2: Water Supply Needs and Water Management Strategies in the State Water Plan

INTERA will compile and review information on water demand projections included in the 2022 State Water Plan and water demand projections that have been prepared for the 2027 State Water Plan. We will also compile, review and synthesize water supply needs and water management strategies included in the 2022 State Water Plan. The emphasis of the water management strategy review will be on strategies that directly relate to groundwater resources that could be impacted by the proposed DFCs.

Factor 3: Hydrological Conditions

A basic understanding of the hydrological and hydrogeological conditions in an area is necessary to evaluate the capacity of an aquifer to support pumping and the likely impacts of that pumping. Conditions including proximity to surface water features such as rivers, reservoirs, and springs, the presence or absence of confining units, and the suitability of the surface sediments to accepting recharge from precipitation can all strongly influence the availability of groundwater. For this task, we will use the updated NTGAM model and other relevant studies to estimate the hydrological and hydrogeological conditions for each county in GMA 8 including average annual recharge, inflows and discharge. We will also review and evaluate the total estimated recoverable storage for the aquifers in GMA 8 as provided by TWDB. Using this information, we will identify areas in GMA 8 where hydrological conditions differ substantively from other areas and describe the implications of these differences for aquifer management.

Factor 4: Environmental Impacts

Though groundwater and surface water are regulated separately in Texas, they are interconnected as part of the larger hydrologic system. Groundwater commonly provides baseflow to perennial streams and rivers while large reservoirs can change the groundwater conditions in adjacent aquifers. Groundwater pumping can alter this relationship and lead to environmental impacts such as reduced flow from springs, reduced outflow to streams and rivers, and potentially induced flow into the aquifer from surface reservoirs. These dynamic relationships are one of the key reasons to model groundwater systems as these interactions are very difficult to quantify using simpler methods. To accomplish this task, INTERA will use the groundwater availability model results of the scenario(s) identified for evaluation by GMA 8 to assess the expected environmental impacts.

Factor 5: Impact on Subsidence (limited in GMA 8)

Land surface subsidence is an impact to an area in which the elevation of the land surface permanently declines as unconsolidated clay sediments underground compress after the pressure in the geologic formation is reduced, commonly by groundwater production. Subsidence has not historically been a significant issue in GMA 8 despite significant historical pumping. For this task, INTERA will compile and summarize information relevant to the potential for land surface subsidence in GMA 8.

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Factor 6: Socioeconomic Impacts Reasonably Expected to Occur

An important consideration when developing a DFC is its potential social and economic impacts on communities in the area. DFCs must balance the competing interests to use the groundwater to support local communities and the economy and conserve the groundwater for future use, to minimize subsidence, and to maintain springflows and baseflows to rivers and streams.

Our approach to performing the socioeconomic analysis will start by comparing the groundwater availability under proposed DFCs to the projected future demand for water in GMA 8. Groundwater availability under various proposed pumping scenarios, along with estimates of availability of surface water and other sources in the state water plan will be compared to the projected water demand by county and by user group as projected by TWDB. The socioeconomic impacts of a difference between supply and demand for each potential DFC will be evaluated, described and quantified where possible. We will also review and make use of socioeconomic impacts evaluated as part of the regional water planning process, where appropriate. Conceptually, stringent pumping restrictions can lead to near-term socioeconomic impacts related to unmet demand (e.g., reduced agricultural productivity) while less restrictive access to groundwater can result in over-pumping and lead to longer-term issues.

Factor 7: Impacts on the Interests and Rights in Private Property

With the passage of S.B. 332 in 2011 by the 82nd Texas Legislature, groundwater is now clearly recognized as the real property of the landowner. As described in TWC Section 36.002, the landowner has the right to drill for and produce groundwater but is subject to regulation by a GCD including well spacing requirements and potentially production limitations. The ownership of the groundwater, therefore, does not entitle the landowner to the right to produce a specific amount of groundwater (TWC 36.002(b)(1)). GCDs must consider the potential impacts of DFCs on private property rights but must also recognize that in many cases the impacts to individuals, if any, will be more strongly driven by the implementation of GCD rules to achieve the DFCs than the DFCs themselves. For this task, INTERA will evaluate each potential DFC relative to two metrics: 1) the expected modeled available groundwater and how that compares to expected demands for groundwater, and 2) the distribution of impacts to existing wells in the GMA. For areas with significant impacts, we will solicit input from the affected GCDs to determine and document the relevance of the potential impact given the district's rules and management philosophy.

Factor 8: Feasibility of Achieving the DFC(s)

GCDs must consider the feasibility of achieving any proposed DFCs. Feasibility can take many forms, but includes whether a DFC is physically possible, whether it is within the regulatory authority of the districts to implement rules and policies to achieve it, and potential practical barriers to achieving the DFCs. The physical possibility of a DFC is typically assessed using the NTGAM by determining if all DFCs for all areas and aquifers can be achieved concurrently. We will also evaluate estimates of production from the aquifer exempt from permitting by GCDs and identify potential barriers to implementing DFCs in certain areas and/or aquifers such as a lack of relevant monitoring wells. For any issues identified, we will propose potential remedies and solicit feedback from affected GCDs.

Factor 9: Other Information Relevant to Proposed DFC(s)

Chapter 36 of the Texas Water Code stipulates that GCDs must consider "any other information relevant to specific desired future conditions" not addressed in the factors described above. The approach for this type of evaluation is inherently uncertain. However, we will identify and evaluate any other relevant information for consideration by GMA 8 and work closely with the districts to define the analyses necessary to address any issues. Such issues could include management of droughts, distribution of brackish groundwater, water budgets, and uncertainty in model predictions. As with several of the tasks above, this may require consultation and input from affected GCDs, depending on the nature of the additional analyses.

Approach to Modeling

We will work with the GMA 8 districts to determine which model run or runs will be needed to evaluate potential DFCs. For all model runs completed, we will document the methods and results and present the key findings at a GMA meeting. We will also deliver model files for these runs. Given our experience with the GAM and running DFC simulations for GMAs across Texas, we have the tools to efficiently perform many different types of groundwater availability scenarios. Examples of these include: specified pumping by county by year, specified volume remaining after 50 years, specified drawdown per year, and specified percent removed per year. During the initial GMA 8 meetings on this project, we will work with the member districts to identify the types of model runs needed (whether they are consistent with runs performed previously or not) and the information that best helps inform the balance between the highest practicable level of groundwater production and the conservation and preservation of the aquifers. For budgeting purposes, we have assumed that GMA 8 will evaluate three DFC scenarios.

Documentation and the Explanatory Report

Each of the factors and any modeling results described above will be documented in technical memoranda and presented at GMA 8 meetings. These reports and presentations will become part of the record for this round of joint planning along with all meeting agendas and meeting minutes, which INTERA will assist with at the direction of the GMA. Following the public comment period, INTERA will gather the information described in each of the tasks above into an Explanatory Report that documents the consideration of the nine factors, the balancing test, and the policy and technical justifications for the DFCs. The Explanatory Report will also document other DFCs considered. To ensure that the balancing test and policy and technical justifications and responses to any alternative DFCs proposed accurately reflect the policy positions of each GCD, we will work closely with the member districts and their designated representatives if preferred (e.g. attorneys) throughout this process.

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Document Relevant Comments and Proposed Revisions

Once DFCs are formally proposed for adoption, member districts must hold public hearings and consider public input and potential revisions to the proposed DFCs. For this task, INTERA will be available to advise and assist the member GCDs with organizing and holding the public hearings, where requested. We will also develop an Explanatory Report summarizing the relevant comments, proposed revisions and the basis for the proposed revisions.

Desired Future Conditions Petitions

On occasion the DFCs adopted by a GMA are challenged through a petition process. At this stage it is uncertain whether such a petition or petitions will occur and what type of assistance from INTERA could be needed. For budgeting purposes, we considered any involvement by INTERA in a petition of GMA 8 DFCs as outside the scope of this agreement. If/when it becomes necessary, a separate scope and cost estimate will be defined with the appropriate entity.

2.0 DELIVERABLES AND SCHEDULE

The key deliverables for this project include 1) all presentations given to GMA 8, 2) model files and associated documentation for model runs completed during this project including evaluation of potential DFCs and the balancing test, and 3) the explanatory report that documents the DFCs, their policy and technical justifications, and consideration of the nine factors described above.

3.0 DESIGNATED REPRESENTATIVES

North Texas Groundwater Conservation District

Printed Name: Paul Sigle

Phone: 903-786-4433

Email: p.sigle@northtexasgcd.org; paul@gtua.org

INTERA Incorporated

Printed Name: Neil Deeds

Phone: 512-506-1230

Email: ndeeds@intera.com

MASTER TECHNICAL SERVICES AGREEMENT

ATTACHMENT B: COMPENSATION

INTERA shall be compensated for work performed on either a Time and Materials or a Fixed Price basis as selected below:

TIME AND MATERIALS

FIXED PRICE

FIXED PRICE or NOT TO EXCEED AMOUNT: \$200,000. Inclusive of any applicable taxes? YES NO

TIME AND MATERIALS:

1. If on a Time and Materials Basis, INTERA's hourly labor rates are provided in the Table below. All rates are in U.S. dollars
2. For Services with an estimated duration greater than twelve (12) months, the below rates are subject to annual adjustment using the change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the preceding twelve (12) month period. INTERA will provide written notice of the increase annually.
3. There is a 15% mark-up on other direct costs such as subcontractors, vendors, travel, and equipment. Mileage is reimbursed at the current IRS standard mileage rate.

INTERA Labor Hourly Billing Rates

Labor Category	Rate (\$USD/hr.)
Principal Engineer/Scientist I	\$294
Principal Engineer/Scientist II	\$263
Principal Engineer/Scientist III	\$247
Senior Engineer/Scientist I	\$231
Senior Engineer/Scientist II	\$210
Senior Engineer Scientist III	\$198
Senior Engineer/Scientist IV	\$187
Engineer/Scientist I	\$177
Engineer/Scientist II	\$166
Engineer/Scientist III	\$144
Engineer/Scientist IV	\$134
Engineer/Scientist Intern	\$89
Senior Technician	\$147
Technician	\$89
Senior Technical Editor	\$147
Technical Editor	\$100
Senior CAD/Graphics Specialist	\$126
CAD/Graphics Specialist	\$100
Project Associate	\$92
Project Analyst	\$100

Exhibit B: Project Cost

Task	Total cost
Review last explanatory report / other meetings / ER support	\$12,215
Factor 1: Aquifer uses and conditions	\$15,823
Factor 2: State Water Plan/ Water Supply Needs	\$20,740
Factor 3: Hydro Conditions Selection of Runs / Balancing scenario results Model run results presentation	
Factor 4: Environmental (SW/GW interaction)	\$16,920
Factor 7: Private Property	
Factor 5: Subsidence	\$1,696
Factor 6: Socioeconomic*	\$13,963
Factor 8: Feasibility	\$2,530
Factor 9: Other information / factors review / wrap-up	
Three Run Scenarios	\$27,790
Balancing test	\$13,022
Explanatory Report (INTERA)	\$14,007
Explanatory Report (AGS)	\$28,570
Other expenses (AGS)	\$1,050
Total of meetings (INTERA)	\$17,467
Project management	\$14,210
	\$200,003

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Review last explanatory report / other meetings / ER support	\$12,215
Factor 1: Aquifer uses and conditions	\$15,823
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