

Group Membership Agreement Extension
Plan Year 02/01– 01/31

This agreement is by and between CareFlite, a 501(c)3 non-profit Texas Corporation and Montague County, Texas is effective on the first day of February, 2025.

Whereas; CareFlite is authorized by the State of Texas to offer Air Ambulance Memberships in Montague County, Texas, and

Whereas; The County of Montague desires to extend the current contract that provides a CareFlite Air Ambulance Membership for each of its personnel as defined below for the coming year;

Therefore; the parties agree as follows:

Montague County agrees to extend the current contract which expires January 31, 2025. The extension will provide a CareFlite Air Ambulance Membership for each of its personnel at a cost of \$15 per employee or official for the plan year shown above. Montague County agrees to pay the total sum of \$15 times the number of covered employees and officials on or before March 31, 2025 in order to comply with the State regulations governing membership programs. All other terms and conditions of the original contract between CareFlite and The County of Montague will remain in effect throughout this extension. As of the date of this extension agreement, the County has a total of 130 personnel to be covered.

Each membership covers the entire household provided the other family members are listed on the application. If an employee does not fill out an application and turn it in, they are not a member. New applications are not required for renewing personnel who already participate in this program unless there are changes to their household. Medicaid recipients are not permitted to enroll in this program.

By their signature below, the individuals signing represent that they have the authority to enter this agreement and that their respective organizations intend to be bound by the terms herein.

CAREFLITE

MONTAGUE COUNTY, TEXAS

Jennifer Barbary 12/11/2024
Jennifer Barbary Date
Membership Program Manager

The Honorable Kevin Benton Date
County Judge

LEADSONLINE POWERPLUS INVESTIGATIONS SYSTEM SUBSCRIPTION

ORDER FORM No. Q-01334

CUSTOMER:

MONTAGUE COUNTY TX SHERIFF

UNIT:

SHERIFF'S OFFICE

1. SERVICE

LeadsOnline PowerPlus for Law Enforcement Agency users (**Service**).

Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS

Service Recipient: An unlimited number of authorized personnel of Customer in its Sheriff's Office, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

SERVICE PERIODS	DUE DATE	AMOUNT
February 1, 2025 to January 31, 2026	Due on or before February 1, 2025	\$2,304
February 1, 2026 to January 31, 2027	Due on or before February 1, 2026	\$2,373.12
February 1, 2027 to January 31, 2028	Due on or before February 1, 2027	\$2,444.31

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

6. FEATURES

CAPABILITY	POWERPLUS DESCRIPTION
PowerPlus Nationwide Search	Nationwide search access through pawn shop, secondhand store and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find identify and link activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.

OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for Customer personnel and businesses.
CompStat Mapping System	Visualize suspect activity within and outside your jurisdiction.
LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
Citizen Property Inventory System	Community engagement for improved reporting in property crimes.

7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT

- Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.
- LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.
- Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. Misc.

This Order Form is attached to and incorporated into the Agency Agreement between **Customer** and **LeadsOnline** dated February 1, 2016 (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

9. SIGNATURES

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States

MONTAGUE COUNTY TX SHERIFF (CUSTOMER)
Signature:
Printed Name:
Title:
Date:
Address: PO Box 127, Montague, Texas 76251, United States

Customer:

Montague County Sheriff's Office
PO Box 127
Montague, TX 76251

Invoice#: 416358

Invoice Date: 01/15/2025

Agency ID: 5100

Terms: Due upon receipt

Unit:

Montague County TX Sheriff

PO Number:

Qty	Scope of Services	Rate	Start Date	End Date	Amount
1	LeadsOnline PowerPlus Investigation System Service Package	\$231.00	02/01/2025	01/31/2026	\$231.00
<p>Payment is due on receipt. Please notate your Agency ID 5100 and Invoice# 416358 on your payment. Questions? Contact us at (800) 311-2656 or support@leadsonline.com Please email Purchase Orders to accounting@leadsonline.com</p>					<p>Total Due: \$231.00</p>

REMIT BY CHECK:

LeadsOnline Parent, LLC
dba LeadsOnline LLC
6900 Dallas Pkwy Ste 825
Plano, TX 75024-4200

REMIT BY EFT/ACH:

JPMorgan Chase Bank
Type: Checking
Routing No: 111000614
Account No: 865536111

IMPORTANT LINKS:

Download our W-9: www.leadsonline.com/w9
Federal Unique Entity ID: K4D3PL65RSJ8
Credit Cards: www.leadsonline.com/payments

LeadsOnline Terms & Conditions:

This order is subject to and governed by the terms and conditions located here ([LeadsOnline](#)) ([CellHawk](#)) ([NightHawk](#)) unless LeadsOnline and the Customer above have otherwise executed a written agreement for the Service, in which case that agreement governs this order. If, for any reason, you are unable to view the terms at the website given above, please contact your LeadsOnline representative. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.

MEMORANDUM OF UNDERSTANDING
BETWEEN MONTAGUE COUNTY, TEXAS AND
MONTAGUE COUNTY ANIMAL RESCUE

THIS MEMORANDUM OF UNDERSTANDING (MOU) made the ____ day of _____, 2025 by and between Montague County, Texas (hereinafter "Montague"), a governmental entity, and Montague County Animal Rescue, 501c3 (hereinafter "Animal Rescue"), non-profit organization, for the purpose of establishing an animal shelter and providing associated animal rescue services for Montague County, Texas.

I. TERM

The term of this MOU is one (1) year. The term shall begin on the date this MOU is executed by all parties and expire one (1) year from that date. The term of this MOU may be extended for a one (1) year term with the express written agreement of each party. This MOU may be terminated by either party without cause with ninety (90) days written notice to the other party.

II. OBJECTIVE

The purpose of this MOU is to establish an animal shelter for Montague County, Texas. Said shelter shall provide services associated with animal shelters, including but not limited to housing and maintaining stray and/or abandoned animals.

III. AGREEMENT

Montague agrees to furnish real property located at 704 FM 455, Montague, TX as the facility for the shelter. Montague shall furnish the associated utilities at the shelter facility, as well as maintain the roadway for access to the shelter facility. Montague agrees to provide an Animal Control Officer employed by the Montague County Sheriff's Office, including a vehicle equipped for transporting animals.

Animal Rescue agrees to provide shelter personnel. Animal Rescue agrees to establish basic policy and procedures for shelter operations. Animal Rescue agrees to coordinate, manage and supervise shelter volunteers.

IV. LAW

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

V. NOTICE

All notices shall be in writing and addressed to:

To Montague County:

Office of the County Judge
P.O. Box 475
Montague, Texas 76251

To Montague County Animal Rescue:

VI. AGREEMENT AND SIGNATURES

We the undersigned agree as to the terms and conditions of this Memorandum of Understanding.

Kevin Benton, County Judge
Montague County, Texas

Melody Gillespie
Montague County Animal Rescue, 501c3

Stonebridge Estates, Phase 2

Appendix A

SUBDIVISION APPLICATION CHECKLIST

The following tasks must be completed by the developer prior to filing any application for subdivision approval:

- Meet with the Precinct Commissioner and Development Officer at least 15 days prior to the date of filing the application of the subdivision property, to visually inspect the property, review the developer's intentions, establish any special requirements for the plat application, and to discuss the application process.
- Confirm whether the planned subdivision will be classified as First or Second Tier.
- Check the proposed subdivision name for conflicts or similarly named subdivision that is not a subsequent phase of an existing subdivision.

The following items must be included in any plat application for approval of a First Tier subdivision:

- A plat of the proposed subdivision in compliance with these regulations.
- A written, affirmative acknowledgement of the requirements in Section 1.2.
- Five (5) copies of the plat; 1 Mylar and 4 regular paper copies.
- A digital map or a certificate regarding the availability of a digital map.
- A certificate from the Upper Trinity Groundwater Conservation District that the proposed subdivision will have adequate water availability.
- A survey of the proposed subdivision in compliance with these regulations.
- A certificate from the surveyor who prepared the plat and survey in substantially the form as Appendix E.
- A description by the developer of the manner and means of providing drinking water, sewerage, roads, electricity, and drainage structures.
- All engineering specifications, drawings, and plans for infrastructure to be constructed comprising a plat application in compliance with these regulations.
- A certificate from each engineer confirming compliance of their specifications, plans, and drawings, in substantially the form as Appendix F.

✓

A certificate from NORTEX confirming the road names or numbers reserved for roads laid out in the subdivision.

✓

Tax certificates confirming that no property taxes are due and unpaid for the subdivision.

✓

A certificate from the developer confirming that approval of the plat application and filing of the plat does not mean that the County will be responsible for maintenance of subdivision roads and streets.

✓

If water, sewerage, and electricity are to be provided by a public utility, the developer must submit an executed public utility certificate in substantially the form as Appendix D. *Wise Electric*

✓

If water is to be provided by private well, a Disclosure Statement shall be provided to the buyer prior to closing disclosing the nature of provision of water, together with certification of water availability and quality.

✓

If OSSF is included in the plat application, a certificate from the Montague County OSSF Inspector or Development Officer stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements or lot frontage, street width and all-weather capacity to handle emergency vehicles.

NA

If fire hydrants or filler plugs are included in a plat application, a certificate from the public utility serving the subdivision to confirm sufficient water capacity is available to operate the fire hydrants or filler plugs.

VVV

All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

Subdivision, Floodplain, Filing

The following items must be included in any application for approval of a Second Tier subdivision:

NA

A plat of the subdivision showing the area/acreage of each lot or tract. Lots must have a minimum of sixty (60') feet of frontage to the adjoining street.

NA

Certificates from the developer confirming the following:

Availability of water and sewage service.

Compliance with set-back lines.

Disclosure and Dedication of all necessary utility easements.

3

Confirming the installation of culverts in compliance with the County ordinance on culverts.

NA

If OSSF is proposed for the Second Tier subdivision, a certificate from the Montague County OSSF Inspector or Development Officer stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements, street width and all-weather capacity to handle emergency vehicles.

NA

A survey that shows sufficient topographic information adequate to demonstrate that the proposed subdivision will adequately drain and that any proposed development will not alter the natural flow of water to adjoining properties.

NA

All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

After an application is approved, the developer must:

✓

File a plat of the proposed subdivision in compliance with these regulations.

Meet with the Precinct Commissioner to review all materials used in constructing roads in the subdivision.

Ensure that the work described in the plat application is completed in a good and workmanlike manner, in accordance with these regulations, the plat application, and any conditions of the order approving the application.

Advise the Precinct Commissioner of the status of construction prior to expiration of any construction deadline.

✓

All fees due to the County for an approved application must be paid to the County Clerk no later than ten (10) days after the approval of the application.

✓

Submit proof of any required financial security to the Precinct Commissioner no later than thirty (30) days after the approval of the application.

**RLI Insurance Company
Site Improvement
Performance Bond**

BOND NO. CMS0386575

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Texas Land Holdings I, LLC, as Principal, and RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois and licensed to do business in the State of Illinois as Surety, are held and firmly bound unto Montague County Judge Kevin Benton or his successors in office, as Obligee, in the sum of Six Hundred Five Thousand Nine Hundred Ninety Nine and 00/100 (\$ 605,999.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Principal, has entered into an agreement with the Obligee, guaranteeing only that Principal will complete site improvements as per the estimate prepared by Swaim Engineering & Surveying attached to and made a part hereof at certain land known as Block 25 Hill County School Land Survey, Abstract No. 319 Montague County, Texas (Stonebridge 2 Subdivision) all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all such work as set forth in the attached agreement, then this obligation shall be null and void, otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated herein for any reason whatsoever.

SIGNED, SEALED AND DATED THIS 23rd DAY OF January, 2025.

PRINCIPAL

Texas Land Holdings I, LLC (SEAL)

BY: [Signature]
(NAME & TITLE)

SURETY

RLI Insurance Company (SEAL)

BY: [Signature]
Lauren Blair
Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark R. Duggan, Kevin E. McDaniel, James R. Dickson, Margaret M. Spalding, Lauren Blair, jointly or severally

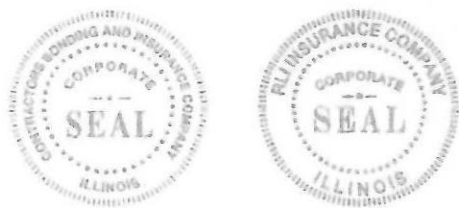
in the City of Memphis, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 15th day of August, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

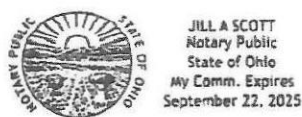
CERTIFICATE

On this 15th day of August, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of January, 2025.

By: Jill A. Scott
Jill A. Scott Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary



SWAIM

ENGINEERING & SURVEYING

506 N Mason St
Bowie, Texas 76230
(940) 872 - 5075
www.swaimengineering.com

Client: Stonebridge 2

File: const_cost_est

Project: Subdivision Improvements

Date: 12/24/2024

By: jgs

STATEMENT OF PROBABLE COST

Item	Description	Quantity	Unit	Price	Amount
1	Mobilization/Insurance/Cleanup	1.00	ls	\$90,689.90	\$90,690
2	Site Clearing	3.20	ac	\$3,000.00	\$9,600
3	Unclassified Excav & Emb	9215.00	cy	\$3.00	\$27,645
4	6" Base Material	6865.00	sy	\$22.00	\$151,030
5	Asphalt Paving	47849.00	sf	\$2.90	\$138,762
6	Erosion Control	1.00	ls	\$10,000.00	\$10,000
7	Signage and Pavement Markings	5.00	ea	\$3,500.00	\$17,500
8	Misc Drainage Culverts	4.00	ea	\$25,000.00	\$100,000
9	Site Utilities / Electrical	1.00	ls	\$60,772.00	\$60,772
TOTAL					\$605,999

This statement was prepared utilizing standard cost estimating practices. It is understood and agreed that this is an estimate only, and the Engineer shall not be liable to the Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.



P. O. BOX 1749
1859 W. HWY 199
SPRINGTOWN, TX 76082

WWW.UPPERTRINITYGCD.COM

December 19th, 2024

via email: co.judge@co.montague.tx.us

Kevin Benton – Montague County Judge
Montague County Commissioners Court
11339 TX-59
Montague, TX 76251

RE: Groundwater Availability Certification Report – StoneBridge Phase 2

Judge Benton and Members of the Court,

Montague County (the “County”), as authorized by Section 232.0032 of the Texas Local Government Code, requires applicants seeking to plat certain tracts of land for which groundwater under that land is intended to be the source of supply to provide a statement prepared by a geoscientist licensed to practice in Texas or an engineer licensed to practice in Texas certifying that adequate groundwater is available for the subdivision in accordance and in compliance with the rules of the Texas Commission on Environmental Quality (TCEQ) set forth in Title 30, Texas Administrative Code, Chapter 230 (the “Groundwater Availability Certification” or “GAC”).

In order to ensure compliance with the law and to facilitate cooperation between the County and the Upper Trinity Groundwater Conservation District (“the District”) in instances where a GAC is required for a proposed subdivision of a tract of land and to ensure that, prior to receiving an approved plat from the County, such an applicant certifies adequate groundwater availability, the County and the District have entered into an interlocal agreement whereby the District reviews the GAC of the applicant and provides a report of its review to the County with certain recommendations. As set forth in the interlocal agreement, this report sets forth the opinions and recommendations of the District through its General Manager and staff to the County for the County’s consideration in making a decision on the plat application.

This transmittal letter includes summaries of both the results submitted as part of the Plat Applicant’s certification as well as the District’s recommendations related to the Groundwater Certification Statement related to the proposed Stonebridge Phase 2 Subdivision. Please note that the District’s recommendations are non-binding suggestions and are meant to supplement the information provided to aid the County’s decision-making process.

Additionally, all District recommendations are based on the best available science and other relevant data available to the District.

(817) 523-5200 PHONE

(817) 523-7687 FAX



P. O. BOX 1749
1859 W. HWY 199
SPRINGTOWN, TX 76082

WWW.UPPERTRINITYGCD.COM

Summary of the Certification Statement:

The plat applicant's pump test data and subsequent calculations produced the following projections for the upper portion of the Cisco Group of the Cross Timbers Aquifer, which is proposed to serve the projected community:

- The applicant projected the following impacts at the test well, completed to 440 feet below surface (this analysis assumes no other pumping wells).
 - 10-year estimated drawdown of 2.7 feet.
 - Static water level after 10 years -126.1 feet below ground surface
 - 30-year estimated drawdown of 4.5 feet.
 - Static water level after 30 years - 127.9 feet below ground surface
- The Certification Statement recommends a minimum spacing of 250 ft. between water wells.
- The Certification Statement recommends a produced well yield rate of 0.18 GPM, which is inappropriate to recommend and likely impossible to achieve. A more realistic recommendation was listed on the second form, which included verbiage of "10-15 GPM". However, the applicant did not explicitly specify a yield.
- Almost certainly, wells in the area will be drilled and completed to produce much more than 0.18 GPM.
 - Modeling conducted by the District produced the following anticipated drawdowns.
 - 0.18 GPM: 0.22 ft. at the test well site over 10 years and 0.24 ft. over 30 years (assuming no additional wells),
 - 10 GPM: 14.0 ft. at the test well site over 10 years and 15.0 ft. over 30 years (assuming no additional wells),
 - 15 GPM: 20.0 ft. at the test well site over 10 years and 22.0 ft. over 30 years (assuming no additional wells).
- The modeled 10-year cone of depression for the test well was 255 ft.
- The modeled 30-year cone of depression for the test well was 295 ft.
- The plat applicant calculated a well efficiency of 0%.
 - The accepted established threshold for well efficiency is approximately 65-70%.
 - This value is impacted by the applicant's projected water demand, aquifer parameters, and well construction.
- The applicant did complete the entire water quality portion of the test.
 - The results that were collected all occurred within the threshold of primary water standards established by the EPA and regulated by the TCEQ.
 - The applicant's results indicated presence of Iron (0.898 mg/L) EPA secondary standards. While the potential health impacts of these constituents are outlined in Appendix C, they can cause potential issues with wellbore integrity (clear screens) and pump equipment if not addressed with filtration and regular

(817) 523-5200 PHONE

(817) 523-7687 FAX



P. O. BOX 1749
1859 W. HWY 199
SPRINGTOWN, TX 76082

WWW.UPPERTRINITYGCD.COM

maintenance. Future landowners should consider investing in full panel water analysis prior to human consumption.

- The applicant provided most of the required maps, graphs, data, formulas, and variables for assessing the potential of well interference on the property and how it would impact anticipated drawdown levels at 10 years and 30 years.

Below are some concerns identified by District Staff.

- The applicant recommended different yields for the proposed subdivision in their 230 form, including 0.18 GPM and 10 GPM – 15 GPM. District staff are unsure as to which the applicant recommends, and staff modeled in-house district projections on the highest volume.
- The applicant listed a specific capacity of 0.377 gal/feet, however based on the calculations given, the rate and drawdown the value is instead 0.556 gal/feet (which is the rate of the pump test divided by the drawdown). The District is unsure why the value was modified.
- The applicant provided their readings and well level data for their pump testing after requests via the deficiency letter. The frequency of all data collected, especially recovery data, appeared to not meet the intent of the requirements set forth in 230 which state the applicant should collect recovery readings at the same frequency as drawdown readings.
- The applicant entered the time value for the pump testing in days, instead of minutes. Subsequently this impacted the submitted storativity value in the certification. District staff remodeled the data with the correct time values and produced a more likely storativity value for the aquifer formation.
- The applicant used well spacing in the Aqtesolv modeling program that differed to the well locations within the proposed subdivision. 450 feet was used when District staff measured 467 feet.
- The applicant's well efficiency value was modified between the submitted 230 forms from 60% to 0%. However, District staff think they have identified the errors associated with the well efficiency calculations, which included a modified time and storativity value.
- The applicant's water quality results indicated the presences of coliform bacteria within the sample; however the 230 form did not reflect their presence. While the applicant's geoscientist stated in their deficiency letter that "fecal coliform bacteria" presences can be the result of cross contamination, the value should still be made clear to homeowners and decision makers related to overall water quality.
- For additional clarification, "fecal bacteria" is usually a term associated with E. coli, which was not present in this sample. Coliform bacteria are under a larger umbrella of organisms, and information on that group can be found in the water quality appendices.
- District staff are aware the applicant indicated what they identified as a recharge boundary at the pumping test well site between $t=12$ and $t=14$, based on the recovering



P. O. BOX 1749
1859 W. HWY 199
SPRINGTOWN, TX 76082

WWW.UPPERTRINITYGCD.COM

water level between those intervals. District staff are unsure however, why the other water level increase later in the report (between $t=100$ and $t=200$) was not also designated as a recharge boundary. The lithologic log indicated clays and fine-grained materials where these boundaries were claimed to exist.

- The applicant did not address a significant source of latent contamination with the presence of petroleum and petroleum by-products at an adjacent property. District staff commenced testing of the onsite testing wells for volatile organic compounds, many of which are related to or are petroleum by-products. Future homeowners should be made aware prior to purchase so they may allocate financial resources to appropriate filtration and treatment. When the results of the testing are available, District staff will make the county and the applicant aware of the results.

District Recommendations:

The water wells used in the study were completed to a depth approximately 440 feet below surface, into the Cisco portion of the Cross Timbers group of aquifers. The Certification Statement addresses only the Cisco portion of the Cross Timbers group at the project location.

The following recommendations are based on utilizing the Cross Timbers as the source of water for the proposed subdivision.

Currently, there are no DFCs for the Cross Timbers Aquifer, because historically this aquifer was considered nonrelevant for the purposes of the joint planning process, which made the establishment of a DFC very difficult. The designation of nonrelevant was not based on the actual use, or lack thereof in the aquifer, but on the lack of a proper groundwater availability model (GAM) to project future impacts to the aquifer at a regional level. However, the Texas Water Development Board is currently in the process of developing a GAM for the Cross Timbers, and once that GAM is completed, the District will be able to adopt DFCs for the Cross Timbers in the next several years.

Based on the data provided in the Certification Statement, other relevant data, and modeled simulation results, the District concurs with the applicant's recommendation and recommends a minimum spacing requirement of 250 ft. between water wells, however landowners should consider greater spacing between water wells. This is based on results from the actual aquifer test performed for the project. During that test, the applicant drilled two new wells on the property, located approximately 467 feet from the pumping well; during the test it was clearly demonstrated that the extent of pumping impact was seen in the observation well (see results discussed earlier in the report). During the 24-hour pump test, water levels in the observation well fell 5.1 feet.

In agreement with the recommendation on the Certification Statement, and in order to minimize the immediate impact of any new well, the District concurs with the applicant and recommends a



P. O. BOX 1749
1859 W. HWY 199
SPRINGTOWN, TX 76082

WWW.UPPERTRINITYGCD.COM

maximum production capacity of 10 gallons per minute for each well within the proposed subdivision. It is unclear if this could be enforced, either legally or logistically, but it might be worth considering a requirement to place a statement on the face of the plat identifying this recommendation. Realistically, all wells drilled in the proposed subdivision will likely be completed in such a way that they produce the maximum flow rate possible, generally up to 17.36 GPM.

The impacts of the proposed pumping are not only dependent upon the flow rate of the water wells but also the projected water demands of the landowners. The District highly encourages landowners to utilize conservation methods to minimize the pumping impacts within the subdivision as outlined in section 5.4 of the report. Landowners should also consult Railroad Commission databases to identify potential oil and gas infrastructure on or near their property. This can be found at <https://www.rrc.texas.gov/resource-center/research/gis-viewer/>.

Ultimately, it is our determination that the Certification Statement provided by the plat applicant generally conforms with the requirements set forth in Title 30, Texas Administrative Code, Chapter 230. In addition, it is also our opinion that the findings presented in the Certification Statement are within reason and any shortcomings have been identified in the accompanying report.

Accompanying this letter please find UTGCD Report 24-014 which provides further information and details related to this project. Please feel free to contact me at doug@uppertrinitygcd.com or (817) 523-5200 with any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Doug Shaw".

Doug Shaw
General Manager

(817) 523-5200 PHONE

(817) 523-7687 FAX

