



Town Council Meeting

Monday, July 12, 2021 at 6:00 PM
102 W. Bailey Street, Ponder, TX 76259

NOTICE

THE TOWN COUNCIL FOR THE TOWN OF PONDER, TEXAS, WILL CONVENE IN REGULAR SESSION ON JULY 12, 2021 AT 6:00 P.M., IN PONDER TOWN HALL, AT 102 W. BAILEY STREET, PONDER.

REGULAR SESSION AGENDA

CALL TO ORDER

ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

OPEN FORUM FOR CITIZEN INPUT (Please limit to 5 minutes per person and if you wish to speak on a particular agenda item, please list the agenda item next to your name).

This is a time for the public to address the Town Council on any subject. However, the Texas Open Meetings Act prohibits the Town Council from discussing issues which the public has not been given seventy-two (72) hours' notice. Issues raised may be referred to Town Staff for research and possible future action.

CONSENT AGENDA

1. Approval of the June 2, 2021 minutes.

ITEMS OF BUSINESS

2. Public Hearing to consider the amendment of land use assumptions, capital improvement plans and water and sewer impact fees.
3. Consider and act on approval of Ordinance 21-11, amending Impact Fees.
4. Consider and act on approval of an Interlocal Agreement between the Town of Ponder and Denton County for Tax Collection.

5. Discussion regarding the 2020 Annual Drinking Water Quality Report.

ITEMS FOR NEXT AGENDA

ADJOURN

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development)

CERTIFICATION

I hereby certify that the above notice was posted on the bulletin board at the Ponder Town Hall at 102 W. Bailey Street, Ponder, Texas on the 9th day of July, 2021, at 11:00 a.m.

Sheri Clearman, Town Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact our office at 940-479-7009. Reasonable accommodations will be made to assist your needs.

**MINUTES OF THE
TOWN COUNCIL
JUNE 2, 2021**

CALL TO ORDER

Mayor Poole called the meeting to order at 6:59 pm.

ROLL CALL

Those present were Council Member Lynch, Council Member Deussen, Council Member McGregor, Council Member Couch and Council Member Staton.

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.

Mayor Poole led both.

OPEN FORUM

No one signed up to speak.

CONSENT AGENDA

Council Member Lynch moved to approve all items on the consent agenda, including Resolution 21-08 to finance a Police Vehicle, Resolution 21-09 to establish a Public Hearing and the May 10, 2021 Town Council Minutes. Motion seconded by Council Member McGregor. Ayes: Council Member Lynch, Council Member McGregor, Council Member Staton, Council Member Deussen and Council Member Couch. Nays: None. Abstentions: None. Motion passed with 5 ayes, 0 nays and 0 abstentions.

ADJOURN.

Council Member Deussen moved to adjourn at 7:03 pm. Motion seconded by Council Member Couch. Ayes: Council Member Lynch, Council Member McGregor, Council Member Staton, Council Member Deussen and Council Member Couch. Nays: None. Abstentions: None. Motion passed with 5 ayes, 0 nays and 0 abstentions.

APPROVED:

Matthew Poole, Mayor

Date

ATTEST:

Sheri N. Clearman, Town Secretary

TOWN OF PONDER

ORDINANCE NO. 21-11

AN ORDINANCE OF THE TOWN OF PONDER, TEXAS ADOPTING AMENDED LAND USE ASSUMPTIONS, CAPITAL IMPREMENTS PLAN AND WATER AND SEWER IMPACT FEES ATRIBUTABLE TO NEW DEVELOPMENT IN THE TOWN'S WATER AND SEWER SERVICE AREA; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Ponder, Texas with the passage of Resolution 16-22 on December 16th, 2016, last updated its water and sewer master plan containing land use assumptions, its capital improvements plan and water and sewer impact fees to be assessed by the Town; and

WHEREAS, Texas Local Government Code Section 395.052 requires a five-year mandatory review and update of the Town's land use assumptions, capital improvements plan and the amount of impact fee per service unit; and

WHEREAS, Belcheff & Associates presented to the Capital Improvements Advisory Committee (Advisory Committee) the 2021 Water and Sewer Impact Fee Program, concerning necessary updates to the Town's water and sewer impact fees made necessary due to the projected increase in future costs associated with the Town's current capital improvements plan for the construction of water and sewer infrastructure necessary to serve new development in the Town's service area; and

WHEREAS, the Advisory Committee undertook an examination of the 2021 Water and Sewer Impact Fee Program and recommended that the Town Council approve the proposed amended land use assumptions, capital improvement plans and impact fees for the construction of water and sewer infrastructure necessary to serve new development in the impact fee service areas; and

WHEREAS, pursuant to Texas Local Government Code Section 395.050, the action and comments of the Advisory Committee regarding the recommended updates and amendments have been duly recorded in the public minutes of the Committee in compliance with State law; and

WHEREAS, Texas Local Government Code Section 395.054 states that to amend water and sewer impact fees, the Town must hold a public hearing to discuss the proposed ordinance, order, or resolution amending the land use assumptions, capital improvements plan and impact fees; and

WHEREAS, the Town Council adopted Resolution 21-09 on June 2nd, 2021 establishing a public hearing date for July 12th, 2021 to discuss, consider and act on amendment of land use assumptions, capital improvements plan and water and sewer impact fees; and

WHERAS, the Texas Local Government Code Sections 395.054 and 395.055 state that prior to holding the public hearing a notice of public hearing shall be published in the official newspaper of general circulation and that the Town shall make available to the public proposed land use assumptions, capital improvements plan and the amount of proposed amended impact fee per service unit; and

WHEREAS, the Town Secretary timely published the notice of public hearing in the official newspaper of general circulation concerning the public hearing to consider approval of the amendment of the Town's current land use assumptions, capital improvements plan and impact fees and the Town made available to the public the proposed land use assumptions, capital improvements plan and the amount of proposed

amended impact fee per service unit pursuant to 2021 Water and Sewer Impact Fee Program study; and

WHEREAS, the Town Council held a public hearing on July 12th, 2021, to consider the proposed amendments to the land use assumptions, capital improvements plan and impact fees to be adopted by ordinance within thirty (30) days following the public hearing; and

WHEREAS, by the adoption of this ordinance, the Town approves the amendments to the land use assumptions and capital improvements plans; and establishes new water and sewer impact fees to be collected upon issuance of building permit or as otherwise allowed by the Texas Local Government Code Chapter 395;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PONDER, TEXAS:

1. That the land use assumptions and capital improvements plan within the water and sewer service area are amended as reflected in the 2021 Water and Sewer Impact Fee Program Study which is incorporated into this Ordinance by reference.
2. That the water and sewer impact fees within the service area are amended to establish new Water and Sewer Impact Fee Schedule as set forth in the Exhibit "A" attached hereto.
3. This Ordinance is in full force and effect immediately upon its adoption.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PONDER, TEXAS,
THIS _____ day of _____, 2021.**

APPROVED:

Matthew Poole, Town Mayor

ATTEST:

Sheri Clearman, Town Secretary

Exhibit "A"

Town of Ponder Water and Sewer Impact Fee Schedule

Meter Size	Equivalency Factor	Water Impact Fee	Sewer Impact Fee	Total Impact Fee
5/8"x5/8" and 5/8"x3/4"	1.00	\$3,505	\$4,815	\$7,508
3/4"x3/4"	1.50	\$5,257	\$7,223	\$12,480
1"	2.50	\$8,762	\$12,038	\$20,799
1-1/2"	5.00	\$17,523	\$24,075	\$41,599
2"	8.00	\$28,037	\$38,520	\$66,558
3"	17.50	\$61,332	\$84,263	\$145,595
4"	30.00	\$105,140	\$144,451	\$249,592
6"	62.50	\$219,042	\$300,940	\$519,982
8"	90.00	\$315,421	\$433,354	\$748,775
10"	145.00	\$508,178	\$698,181	\$1,206,359



THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX

ASSESSMENT AND COLLECTION BETWEEN

**DENTON COUNTY, TEXAS AND CITY/TOWN OF
Ponder, TEXAS**

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **Ponder**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2022. The initial term of the Agreement is for tax year 2021 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to

the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on or before September 30th of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent

during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

6. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Sections 1 and 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback or tax rate approval election as described in Section 6 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in Section 1 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event

of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the

governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

Town of Ponder
102 W Bailey Street - Ponder, TX 76259
940-479-7009

XII.

MUNICIPALITY hereby designates Sheri Clearman to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any,

in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 12 day of June
2021.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

City/Town: Ponder
Street address: 102 W Bailey Street
City, state, zip: Ponder, TX 76259
Email: sclearman@pondertx.com
Phone: 940-479-7009

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Matthew Poole
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name: Sheri Clearman
Title: Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

This report is a summary of the quality of the water we provide our customers. The analysis was made by using the data from the most recent U.S. Environmental Protection Agency (EPA) required tests and is presented in the attached pages. We hope this information helps you become more knowledgeable about what's in your drinking water.



Town of Ponder
PWS ID# TX0610039
102 W. Bailey Street
Ponder, TX 76259

Item 5.

Public Participation Opportunities

Date: July 12, 2021
Time: 6:00 p.m.
Phone: (940) 479-7010
Location: Town of Ponder
102 W. Bailey Street
Ponder, TX 76259

To learn about future public meetings (concerning your drinking water), or to request to schedule one, please call us.

Questions

If you have questions about this report or your water service, please contact Gary Morris at (940) 479-7010.

En Español

Este informe incluye información importante sobre el agua potable. Si tiene preguntas o comentarios sobre éste informe en español, favor de llamar al tel. (940) 479-7010 – para hablar con una persona bilingüe en español.

www.pondertx.com



PWS ID# TX0610039

2020 Annual Drinking Water Quality Report



Source of Drinking Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

Where Do We Get Our Drinking Water?

The Town of Ponder has six water wells, and provides ground water from the Trinity Aquifer, located in Denton County. The TCEQ completed an assessment of your source water and results indicate that some of your sources are susceptible to certain contaminants. The sampling requirements for your water system are based on this susceptibility and previous sample data. Any detections of these contaminants may be found in this Consumer Confidence Report. For more information on source water assessments and protection efforts at our system, contact Gary Morris (940) 479-7010 or email abril.carranza@tceq.texas.gov.

All Drinking Water May Contain Contaminants

When drinking water meets federal standards there may not be any health benefits to purchasing bottled water or point of use devices. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (1-800-426-4791).

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

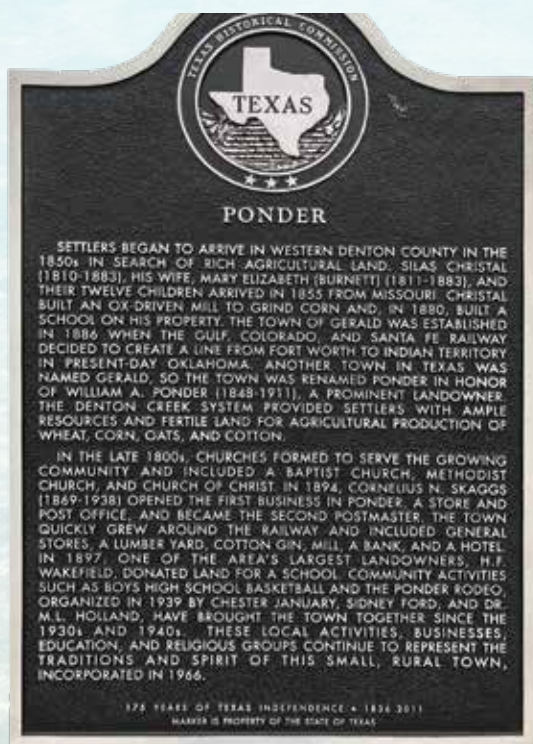
Secondary Constituents

Many constituents (such as calcium, sodium, or iron) which are often found in drinking water, can cause taste, color, and odor problems. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas, not the EPA. These constituents are not causes for health concern. Therefore, secondaries are not required to be reported in this document but they may greatly affect the appearance and taste of your water.

Additional Health Information for Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. This water supply is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking.

If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.



We routinely monitor for constituents in your drinking water according to Federal and State laws. The test results table shows the results of our monitoring for the period of January 1st to December 31st, 2020.

You may be more vulnerable than the general population to certain microbial contaminants, such as Cryptosporidium, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; persons who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders, can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care providers. Additional guidelines on appropriate means to lessen the risk of infection by Cryptosporidium are available from the Safe Drinking Water Hotline (800-426-4791).

Lead and Copper

Contaminant (Units)	Date Sampled	MCLG	Action Level (AL)	90th Percentile	# Sites Over AL	Violation	Likely Source of Contamination
Copper (ppm)	2020	1.3	1.3	0.12	0	No	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems.

Disinfection By-Products

Contaminant (Units)	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG [MRDLG]	MCL [MRDL]	Violation	Likely Source of Contamination
Haloacetic Acids (HAA5) (ppb)*	2020	2	2.3 - 2.3	NA	60	No	By-product of drinking water disinfection.
Total Trihalomethanes (TTHM) (ppb)**	2020	22	22.1 - 22.1	NA	80	No	By-product of drinking water disinfection.
Chlorine, Free (ppm)	2020	1.60	.07 - 2.2	[4]	[4]	No	By-product of drinking water disinfection.

* The value in the Highest Level or Average Detected column is the highest average of all HAA5 sample results collected at a location over a year.

**The value in the Highest Level or Average Detected column is the highest average of all TTHM sample results collected at a location over a year.

Inorganic Contaminants

Contaminant (Units)	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Violation	Likely Source of Contamination
Barium (ppm)	2019	0.013	0.013 - 0.013	2	2	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
Fluoride (ppm)	2018	0.172	0.172 - 0.172	4	4.0	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate [measured as Nitrogen] (ppm)	2020	0.352	0.0411 - 0.352	10	10	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

Radioactive Contaminants

Contaminant (Units)	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Violation	Likely Source of Contamination
Combined Radium 226/228 (pCi/L)	2015	1.5	1.5 - 1.5	0	5	No	Erosion of natural deposits.

Definitions

The charts on the following pages may contain terms and abbreviations with which you are not familiar. To help you better understand these terms we've provided the following definitions:

Action Level (AL) – the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Action Level Goal (ALG) – the level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety.

Avg. – Regulatory compliance with some MCLs is based on running annual average of monthly samples.

Level 1 Assessment – A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Level 2 Assessment – A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Maximum Contaminant Level (MCL) – the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) – the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) – the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) – the level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA – not applicable.

NTU – nephelometric turbidity units (a measure of turbidity).

Parts per billion (ppb) – micrograms per liter (µg/l) or one ounce in 7,350,000 gallons of water.

Parts per million (ppm) – milligrams per liter (mg/l) or one ounce in 7,350 gallons of water.

Picocuries per liter (pCi/L) – a measure of radioactivity.

Violations

Lead and Copper Rule

The Lead and Copper Rule protects public health by minimizing lead and copper levels in drinking water, primarily by reducing water corrosivity. Lead and copper enter drinking water mainly from corrosion of lead and copper containing plumbing materials

Violation Type	Violation Begin	Violation End	Violation Explanation
FOLLOW-UP OR ROUTINE TAP M/R (LCR)	10/01/2020	2020	We failed to test our drinking water for the contaminant and period indicated. Because of this failure, we cannot be sure of the quality of our drinking water during the period indicated.

Please note that these were clerical errors and not testing errors.

