

**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
NOVEMBER 18, 2019**

.AGENDA
GREATER TEXOMA UTILITY AUTHORITY
BOARD OF DIRECTORS PUBLIC HEARING AND MEETING
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
12:30 P.M., MONDAY, NOVEMBER 18 , 2019

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 18th day of November, 2019, at 12:30 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered and acted upon, including the expenditure of funds:

Agenda:

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Consent Agenda
* Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- IV. * Consider and act upon approval of Minutes October 21, 2019 Meeting.
- V. * Consider and act upon approval of accrued liabilities for October 2019.
- VI. Citizens to be Heard.
- VII. Presentation of Government Finance Officers Association Certificate of Achievement
- VIII. Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Whitewright Project)", including the adoption of a resolution approving the issuance thereof and the facilities to be constructed, acquired or improved by the Authority
- IX. Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019B (City of Whitewright Project)", including the adoption of a resolution approving the issuance thereof and the facilities to be constructed, acquired or improved by the Authority.
- X. Consider all matters incident and related to approving and authorizing the execution of a Principal Forgiveness Agreement with the Texas Water Development Board and related Escrow Agreement, including the adoption of a resolution pertaining thereto.

- XI. Consider and act upon authorization for General Manager to advertise for bids for City of Whitewright Water System Improvements Project.
- XII. Consider and act upon Change Order No. 4 and a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with MWH for the City of Sherman Lake Texoma WTP Expansion Project as complete.
- XIII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with H2O for the City Sherman Water Treatment Plant Expansion Project as complete.
- XIV. Consider and act upon statements of qualifications for engineering services for Lake Kiowa Water System Improvements Project.
- XV. Consider and act upon statements of qualifications for engineering service for the City of Sherman Equalization Basin Rehabilitation Project.
- XVI. Consider and act upon statements of qualifications for engineering service for the City of Sherman Brine Water Disposal Project.
- XVII. Consider and act upon Administrative Service Contract with the Red River Groundwater Conservation District for 2020
- XVIII. Consider and act upon Administrative Service Contract with the North Texas Groundwater Conservation District for 2020
- XIX. Discussion and possible action of changing January Meeting date due to Martin Luther King Jr. Day.
- XX. Receive Quarterly Investment Report
- XXI. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XXII. Adjourn.

¹The Board may vote and/or act upon each of the items listed in this agenda.

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

³PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING, AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT VELMA STARKS AT (903) 786-4433 TWO (2) WORKING DAYS PRIOR TO THE MEETING, SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

ATTACHMENT IV

**MINUTES OF THE BOARD OF DIRECTORS' MEETING
GREATER TEXOMA UTILITY AUTHORITY**

MONDAY OCTOBER 21, 2019

**AT THE ADMINISTRATIVE OFFICES
5100 AIRPORT DRIVE
DENISON TX 75020**

Members Present:	Brad Morgan, Ken Brawley, Scott Blackerby, Donald Johnston, Stanley Thomas, Anthony Richardson, Matt Brown and Mark Kuneman
Members Absent:	None
Staff:	Drew Satterwhite, Debi Atkins, Nicole Sims, Carolyn Bennett, and Velma Starks
General Counsel:	Mike Wynne, Wynne and Smith
Visitors:	David Howerton, Plummer

I. Call to Order

Board President Morgan called the meeting to order at 12:30 p.m.

II. Pledge of Allegiance

Board President Brad Morgan led the group in the Pledge of Allegiance.

III. Consent Agenda

Items marked with an asterisk () are considered routine by the Board of Directors and are enacted in one motion without discussion unless a Board Member or a Citizen request a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes of September 16, 2019 Meeting.

V. * Consider and act upon approval of accrued liabilities for September 2019.

VI. *Receive Monthly Financial Information.

Board Member Stanley Thomas made a motion to approve the consent agenda items. Board Member Anthony Richardson seconded the motion. Motion passed unanimously.

VII. Citizens to be Heard.

There were no citizens requesting to address the Board.

VIII. Review and act upon Approval of Investment Policy.

General Manager Drew Satterwhite informed the Board that the Public Funds Investment Act requires the Authority to have an investment policy in place and that the Board review the policy annually. The policy provides a framework and guidance document for the investment officers to manage the Authority's funds. This year, the legislative session did not produce any changes to the Public Funds Investment Act that would impact the Authority's current investment policy. The Authority's Financial Advisor, Valley View Consulting, has reviewed the policy and recommended approving the policy as-is. The Board had a brief discussion and suggested that the Authority have an internal review every five years. Board Member Matt Brown made the motion to approve the policy as-is. Board Member Mark Kuneman seconded the motion. Motion passed unanimously.

IX. Consider and act upon award of contract for Bear Creek SUD S.H. 78 16" and 12" Water Lines.

General Manager Drew Satterwhite provided background information for the Board. In 2018, the Bear Creek SUD approached the Authority to discuss the process of utilizing the Authority for financing water infrastructure projects. The Bear Creek SUD is planning to construct 1) a new ground storage tank and pump station to replace the existing facilities which are outdated and undersized, and 2) 6,974' and 1,537' of 12" and 16" pipeline to connect the new pump station to the system. This contract was bid for the for the installation of 6,974 LF of 12-inch water line, and 1, 1,537 LF of 16-inch water line, and all associated appurtenances and connections to existing water line along S.H. 78 in Lavon, TX. The limits of the project are from the existing pump station located on Geren Drive to the intersection of H 78 and Bently Drive. The DWSRF offered a 1.35% interest rate subsidy which brought the interest rate on this 30 year bond series to 2.39%. The TWDB estimates that by utilizing this program, the Bear Creek SUD would save approximately \$1,802,000 over the life of the loan. The GTUA Board authorized the issuance of the bonds on behalf of the Bear Creek SUD in the amount of \$7,490,000.

Twelve bids were received. Western Municipal Construction of Texas, LLC, the lowest bidder (\$994,870.00), is a new contractor to Texas. Kimley-Horn and Associates, Inc. reviewed Western Municipal Construction's qualifications and verified that the Contractor is licensed to perform work in the State of Texas. Kimley-Horn recommends award of the construction contract to Western Municipal Construction of Texas, LLC based on the bids received. Bear Creek SUD approved award of the contract at their October 15th Board Meeting. Board Member Stanley Thomas made the motion to award the contract to Western Municipal Construction of Texas, LLC. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

X. Consider and act upon authorizing execution of the Third Amendment to GTUA City of McKinney Potable Water Pass Through & Pumping Agreement.

General Manager Drew Satterwhite provided background information for the Board. The Collin Grayson Municipal Alliance pipeline was constructed in 2007 to serve water to the Cities of Howe, Van Alstyne, Anna and Melissa ("Cities"). The Authority financed the construction of this 20+ mile pipeline and ultimately signed contracts with the Cities, North Texas Municipal Water District ("NTMWD") and the City of McKinney to become the operator of the pipeline. During the planning phases of the project, the Authority reached an agreement with the NTMWD to

purchase potable water on the north side of McKinney. However, the NTMWD did not have a major transmission line in place in the area which ultimately led to discussions with the City of McKinney of purchasing the water from NTMWD and paying McKinney a fee to pass the water through their system for delivery to the CGMA system. This was a temporary measure as it was understood that NTMWD would be building a transmission line in the vicinity of the CGMA pump station in the coming years. As development slowed down after the economic downturn beginning around 2007, the plans for constructing this pipeline slowed down as well. The NTMWD's transmission line has been completed. The City of McKinney and the Authority are currently in the process of constructing improvements to allow us both to utilize this new NTMWD transmission line. The agreement last reached with McKinney expired in September of 2019 which necessitates the Authority, on behalf of the CGMA Cities, pursuing another extension to our existing pass through agreement that will keep us under contract until we can receive water from NTMWD directly. This document was created to ensure a reasonable rate of water delivery for another year. Agreement and rates were discussed. Board Member Matt Brown made a motion to accept the Third Amendment as is and ask if it could be extended for two years instead of just one, if not extended to accept as written. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XI. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority

General Manager Drew Satterwhite provided updates on the following:

The Regional Water Study to provide treated Texoma water to water suppliers is being done by Freese and Nichols. Fifteen cities participated. Due to the multiple variations to each city's circumstances and requirements, Freese and Nichols will re-evaluate the study to find a tool to calculate cost.

Whitewright emergency sewer project is moving through the construction process.

General Manager Drew Satterwhite provided an update on the Red River Boundary Commission

Sherman Water Treatment Plant project is substantially finished. Mark Gibson has extended an invitation to the Board to tour the plant.

Lake Kiowa SUD project: Statements of Qualifications were received for engineers for the next Lake Kiowa SUD water line replacement project.

Pottsboro project expected to be ready for bid next summer.

XII. Adjourn

Board Member Matt Brown made the motion to adjourn. Board Member Anthony Richardson seconded the motion. The motion passed unanimously. Board President Morgan declared the meeting adjourned at 1:16 p.m.

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Recording Secretary

Secretary-Treasurer

ATTACHMENT V

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY AUTHORIZING
PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH OF OCTOBER

The following liabilities are hereby presented for payment:

GENERAL:	CURRENT	PRIOR MONTH	PRIOR YEAR
<u>Dues and Subscriptions</u>			
Denison Area Chamber of Commerce (Annual membership)	75.00		
<u>Fuel and Reimbursements for Mileage</u>			
Theda Anderson (Reimbursement for mileage)	19.96		
Velma Starks (Reimbursement for mileage)	9.09		
Conoco (Fuel - operations vehicles)	327.14		
ExxonMobil (Fuel - operations vehicles)	483.54		
Drew Satterwhite (Fuel)	36.17		
<u>Insurance</u>			
Bayless-Hall (3 year public official bond renewal)	788.00		
TWCA Risk Management (Workers' compensation insurance)	703.00		
<u>Leases/Rental Fees</u>			
North Texas Regional Airport (Lease - administrative offices)	2,168.61		
<u>Maintenance Agreements</u>			
Nova Tech (Konica-Minolta copier)	355.41		
<u>Meetings and Conferences</u>			
American Express (TWCA Manager Meeting)	80.67		
<u>Miscellaneous</u>			
Valley View Consulting (Investing fees)	9,949.57		
<u>Postage</u>			
United States Postal Service (Refill meter)	500.00		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
<u>Repair & Maintenance - Building & Equipment</u>			
Diamond Computers (I.T. contract renewal)	2,702.95		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Discount Tire (Replaced tire for F150 -DT)	166.75		
Whistlestop (Oil changes LP 1286579)	71.64		
<u>Supplies</u>			
American Express (Office Supplies - Christmas Cards and 1 stamp)	196.16		
Bank of Texas Visa (General Office Supplies)	187.19		
Debi Atkins (Office Supplies, new keyboard)	27.05		
Exxon/Mobil (Field supplies - ice)	4.31		
Home Depot Pro (Janitorial Supplies)	174.19		
Home Depot Pro (Field Supplies)	148.55		
Exxon/Mobil (Field supplies - ice)	4.31		
Office Depot (General Office Supplies)	340.55		
USA BlueBook (Field Supplies, water testing)	951.00		
<u>Training</u>			
NCTCOG RTC Training (DA Finance Seminar)	270.00		

Utilities

	CURRENT	PRIOR MONTH	PRIOR YEAR
Alan Moore (Reimbursement for cell phone expenses)	25.00		
Wayne Eller (Reimbursement for cell phone expenses)	25.00		
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00		
Sparklight (Internet)	129.44		
AT & T Wireless (cell phone)	74.80		
City of Denison (Water)	137.92		
City of Sherman (Trash services)	102.00		
8x8, Inc.(phone lines - local & long distance)	192.20		
TXU Electric	715.32		
ATMOS Energy	52.20		
TOTAL:	<u>\$ 22,804.69</u>	<u>\$ 39,842.34</u>	<u>\$ 20,774.12</u>

SOLID WASTE:Fuel

ExxonMobil (Fuel - operations vehicles)	49.95
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Utilities

Grayson-Collin Electric	92.17
Starr Water Supply	60.30

TOTAL:	<u>\$ 202.42</u>	<u>\$ 475.99</u>	<u>\$ 1,183.23</u>
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WASTEWATER:Construction Contracts

Patterson Professional (Ector 2017 - WWTP disinfection improvements. Pay App #6)	19,380.00
Fryer Construction (VA 2014B - WWTP Solids dewatering project Pay App #3)	198,472.00

Engineering Fees

KSA (Whitewright 2019 - 100% Preliminary & Final Design complete 50% Bidding complete)	17,376.75
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TOTAL:	<u>\$ 235,228.75</u>	<u>\$ 648,831.98</u>	<u>\$ 183,622.53</u>
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WATER:Advertising

Grayson Co. Clerk (RRGCD - Notice of Permit Hearing)	4.00
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Construction Costs

TxDOT (Sherman 2019 - FM 1417 reconstruction and widening)	2,620,519.00
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Engineering Fees

Freese & Nichols (GTUA Regional Water Study 70.55% Basic Service complete through Sept 2019)	2,882.25
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Groundwater

8x8, Inc. (NTGCD - 800 line, local & long distance)	192.20
8x8, Inc. (RRGCD - 800 line, local & long distance)	192.20
American Express (NTGCD - Invoiced A/R application)	50.00
American Express (NTGCD - Eno Scientific Well Watch 670, 10 W solar kit, equip for injection monitoring study)	2,085.36
American Express (RRGCD - Invoiced A/R application)	50.00
American Express (RRGCD - GoDaddy monthly renewal for well database)	234.98
AT & T Mobility (NTGCD - W. Parkman - cell phone)	71.79
Allen Burks (RRGCD - cell phone reimbursement)	25.00
Carolyn Bennett (Gunter 2018 - mileage reimbursement Meeting at Gunter City Hall. Took docs to Attorney)	31.78
Diamond Computers (NTGCD - Resolved sync file issues)	106.25
Diamond Computers (RRGCD - Resolved sync file issues)	106.25
Exxon/Mobil (NTGCD - Fuel, W. Parkman)	91.49
Paul Sigle (NTGCD - cell phone reimbursement)	12.50
Paul Sigle (RRGCD - cell phone reimbursement)	12.50
Shell (NTGCD - Fuel, W. Parkman)	46.34
Velma Starks (NTGCD - mileage reimbursement)	1.53
Velma Starks (RRGCD - mileage reimbursement)	9.09

	CURRENT	PRIOR MONTH	PRIOR YEAR
Velma Starks (SH 2019 - mileage reimbursement to drop off contract)	3.60		
Velma Starks (Gunter 2018 - mileage reimbursement to drop off contract)	7.89		
Whistlestop (NTGCD - 2019 F150 inspection)	7.00		
Whistlestop (RRGCD - 2016 F150 oil change)	66.65		
<u>Legal</u>			
Wynne & Smith (CGMA - September services for Collin Condemnation / TXDOT reivew)	2,849.65		
Wynne & Smith (CGMA - withdrawal of funds for both cases, review of commissioners award)	115.00		
<u>Meetings & Conferences</u>			
American Express (NTGCD - TWCA Conference)	80.67		
American Express (RRGCD - TWCA Conference and Region C Mgmt meeting)	119.05		
Bank of Texas Visa (NTGCD - TWCA Mgr Meeting)	65.00		
Bank of Texas Visa (RRGCD - TWCA Mgr Meeting)	65.00		
Bank of Texas Visa (RRGCD - Catering for BOD, Cowboy Chicken)	235.96		
Carolyn Bennett (RRGCD - Cookies for BOD meeting)	11.98		
<u>Miscellaneous</u>			
Bank of Texas Trust (CGMA GRETEXUTIL05 10/1/2019)	375.00		
Bank of Texas Trust (CGMA GTUACRB07CWT 10/1/19)	250.00		
BLX Group (Howe 2003 - Arbitrage rebate reports)	250.00		
BLX Group (Howe 2010 - Arbitrage rebate reports)	250.00		
FAO, USACE (Lake Texoma 2011- O&M Water Storage space 10/28/19-10/27/20)	735.80		
FAO, USACE (Lake Texoma 2011- O&M Water Storage long term agreement DACW56-11-WS0001)	28,428.66		
FAO, USACE (SH 2012 REF - LK Texoma water storage long term agreement DACW56-05-WS0007)	214,529.06		
FAO, USACE (SH 2012 REF - RR&R O&R wtr stoarge in LK Texoma DACW56-97-WS0003)	2,680.42		
FAO, USACE (SH 2012 REF - LK Texoma water storage long term agreement DACW56-05-WS0007)	5,658.66		
<u>CGMA Repair & Maintenance</u>			
Brenntag Southwest (CGMA - Chemicals to disinfect lines at pump station)	10,071.63		
City of Denison Lab (CGMA - Bacteriological Exam for Bloomfield Pump Station)	63.00		
Douglas Distributing (CGMA - Oil and Grease for Bloomdale pump station)	687.48		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.83		
Lowe's (CGMA - pvc pipe, small handtools)	97.05		
Texas Excavation Safety System, Inc. (CGMA - water tests)	221.35		
<u>Supplies</u>			
Theda Anderson (RRGCD - reimbursment for BOD cookies)	10.58		
<u>CGMA Utilities</u>			
AT & T Mobility (CGMA emergency back up lines)	112.46		
AT & T U-Verse (Bloomdale Pump Station)	94.82		
City of McKinney (Pass Through Charges, September)	36,556.67		
North Texas Municipal Water District (Water Usage, September)	188,485.00		
TXU Energy (Bloomdale Pump Station)	12,241.38		
TOTAL:	\$ 3,132,531.81	\$ 590,797.36	\$ 1,209,117.86
GRAND TOTAL:	\$ 3,390,767.67	\$ 1,279,947.67	\$ 1,414,697.74

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY
AUTHORITY THAT the Secretary-Treasurer is hereby authorized to make payments in the
amounts listed above.

On motion of _____ and

seconded by _____, the foregoing

Resolution was passed and approved on this, the _____ day of _____, _____ by
the following vote:

AYE:

NAY:

At a regular meeting of the Board of Directors of the Greater Texoma Utility Authority.

President

ATTEST:

Secretary/Treasurer

ATTACHMENT VII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 13, 2019

SUBJECT: AGENDA ITEM NO. VII

PRESENTATION OF GFOA CERTIFICATE OF ACHIEVEMENT

ISSUE

Government Finance Officers Association (GFOA) Certificate of Achievement

BACKGROUND

The GFOA is an organization comprised of public agencies, which promotes and recognizes achievements for reporting and publishing financial information. One of the activities undertaken by GFOA is to recognize public agencies who report their financial information in a standardized manner that allows for recognition and acceptance of that information by any public or private entity desiring to know more about the finances of an individual organization. The transparency provided by this process ensures investors and others who have an interest in public finance that the information being presented is in a format comparable with other public entities throughout the United States.

OPTIONS/ALTERNATIVES

Each public agency who conducts financial activities has the option of submitting its audit and comprehensive annual financial report to the GFOA for review. The Authority began this process in 1988. The first recognition was received for the period ending 1989.

CONSIDERATIONS

It should be noted that the recognition received by the Authority for the integrity of its financial reporting began at a time when Debi Atkins was hired as Finance Officer of the Authority. Each year since that time, the Authority has received recognition. This year marks the 29th consecutive certificate of achievement that has been awarded to the Authority.

STAFF RECOMMENDATIONS

The General Manager recommends the Board acknowledge the receipt of this recognition and express appreciation to Mrs. Atkins for her continued excellence in reporting the Authority's financial records.

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

ATTACHMENT VIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 13, 2019

SUBJECT: AGENDA ITEM NO. VIII

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2019A (CITY OF WHITEWRIGHT PROJECT)", INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED, ACQUIRED OR IMPROVED BY THE AUTHORITY

ISSUE

Consideration of a resolution authorizing the issuance of GTUA/City of Whitewright Contract Revenue Bonds, Series 2019A (City of Whitewright Project). This portion of the funding represents the \$1,645,000 bond funds, with a 1.35% loan subsidy for 30 years.

BACKGROUND

In 2018, the City of Whitewright requested the Authority's assistance with financing a water system improvements project. The City is planning projects which include a new water well, ground storage tank, pump station, re-coating of an elevated storage tank, water line replacements, and appurtenances.

The Texas Water Development Board's ("DWSRF") Drinking Water State Revolving Fund ("DWSRF") was identified as the most economical funding source for the identified projects. At the September 17, 2018 meeting the Board approved the Resolution authorizing the filing of an application for assistance from the TWDB for the City of Whitewright Water System Improvements Projects, not to exceed \$6,350,000. However, the staff worked with the City and engineer over the course of several months following the date of application to reduce to scope of the project and ultimately the amount of funds sought by the City.

At the City's April 2019 Council Meeting, the water rates were increased in anticipation of this upcoming bond issuance.

The total amount sought for this project from the TWDB is \$3,758,106. The funding for this project includes three (3) separate components due to the City qualifying for loan forgiveness in addition to a portion of the loan being offered at 0% interest. The three (3) portions are 1) Series 2019A which offers a 1.35% interest rate subsidy for 30 years; 2) Series 2019B which offers 0% interest rate for 30 years; and 3) Principal Forgiveness which is not required to be paid back. The three (3) components are summarized below:

1.35% Interest Subsidy, 30-year	\$ 1,645,000
0% Interest, 30-year	\$ 1,025,000
Principal Forgiveness	\$ 1,088,106
Total	\$ 3,758,106

CONSIDERATIONS

The TWDB notified the Authority staff that the Board approved the Whitewright bond application in the amount of \$3,758,106 for funding through the DWSRF at their June 4, 2019 meeting. The next step is to approve resolutions for all three (3) funding components.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

In addition to the Principal Forgiveness, the TWDB estimates the City could save approximately \$2.5 million over the life of the loan by utilizing the DWSRF. We anticipate having actual interest rates available at the meeting.

Kristen Savant, with Norton Rose Fulbright, is preparing the necessary documentation for the bond resolution which will be available at the meeting and posted on the website.

STAFF RECOMMENDATIONS

Staff recommends approval of the resolution relating to the 1.35% interest rate subsidized bond funds in the amount of \$1,645,000, issued on behalf of the City of Whitewright for improvements to their water system.

PREPARED AND SUBMITTED BY:

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

Drew Satterwhite, P.E., General Manager

ATTACHMENT IX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 13, 2019

SUBJECT: AGENDA ITEM NO. IX

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2019B (CITY OF WHITEWRIGHT PROJECT)", INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED, ACQUIRED OR IMPROVED BY THE AUTHORITY

ISSUE

Consideration of a resolution authorizing the issuance of GTUA/City of Whitewright Contract Revenue Bonds, Series 2019B (City of Whitewright Project). This portion of the funding represents the 0% interest loan, in the amount of \$1,025,000.00.

BACKGROUND

In 2018, the City of Whitewright requested the Authority's assistance with financing a water system improvements project. The City is planning projects which include a new water well, ground storage tank, pump station, re-coating of an elevated storage tank, water line replacements, and appurtenances.

The Texas Water Development Board's ("DWSRF") Drinking Water State Revolving Fund ("DWSRF") was identified as the most economical funding source for the identified projects. At the September 17, 2018 meeting the Board approved the Resolution authorizing the filing of an application for assistance from the TWDB for the City of Whitewright Water System Improvements Projects, not to exceed \$6,350,000. However, the staff worked with the City and engineer over the course of several months following the date of application to reduce to scope of the project and ultimately the amount of funds sought by the City.

At the City's April 2019 Council Meeting, the water rates were increased in anticipation of this upcoming bond issuance.

The total amount sought for this project from the TWDB is \$3,758,106. The funding for this project includes three (3) separate components due to the City qualifying for loan forgiveness in addition to a portion of the loan being offered at 0% interest. The three (3) portions are 1) Series 2019A which offers a 1.35% interest rate subsidy for 30 years; 2) Series 2019B which offers 0% interest rate for 30 years; and 3) Principal Forgiveness which is not required to be paid back. The three (3) components are summarized below:

1.35% Interest Subsidy, 30-year	\$ 1,645,000
0% Interest, 30-year	\$ 1,025,000
Principal Forgiveness	\$ 1,088,106
Total	\$ 3,758,106

CONSIDERATIONS

The TWDB notified the Authority staff that the Board approved the Whitewright bond application in the amount of \$3,758,106 for funding through the DWSRF at their June 4, 2019 meeting. The next step is to approve resolutions for all three (3) funding components.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

In addition to the Principal Forgiveness, the TWDB estimates the City could save approximately \$2.5 million over the life of the loan by utilizing the DWSRF. We anticipate having actual interest rates available at the meeting.

Kristen Savant, with Norton Rose Fulbright, is preparing the necessary documentation for the bond resolution which will be available at the meeting and posted on the website.

STAFF RECOMMENDATIONS

Staff recommends approval of the resolution relating to the 0% interest rate bond funds issued on behalf of the City of Whitewright for improvements to their water system.

PREPARED AND SUBMITTED BY:

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

Drew Satterwhite, P.E., General Manager

ATTACHMENT X



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 13, 2019

SUBJECT: AGENDA ITEM NO. X

**CONSIDER ALL MATTERS INCIDENT AND RELATED TO APPROVING AND AUTHORIZING THE EXECUTION OF A
PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD AND RELATED
ESCROW AGREEMENT, INCLUDING THE ADOPTION OF A RESOLUTION PERTAINING THERETO.**

ISSUE

Consider and act upon a Principal Forgiveness Agreement with the Texas Water Development Board on behalf of the City of Whitewright.

BACKGROUND

In 2018, the City of Whitewright requested the Authority's assistance with financing a water system improvements project. The City is planning projects which include a new water well, ground storage tank, pump station, re-coating of an elevated storage tank, water line replacements, and appurtenances.

The Texas Water Development Board's ("DWSRF") Drinking Water State Revolving Fund ("DWSRF") was identified as the most economical funding source for the identified projects. At the September 17, 2018 meeting the Board approved the Resolution authorizing the filing of an application for assistance from the TWDB for the City of Whitewright Water System Improvements Projects, not to exceed \$6,350,000. However, the staff worked with the City and engineer over the course of several months following the date of application to reduce to scope of the project and ultimately the amount of funds sought by the City.

At the City's April 2019 Council Meeting, the water rates were increased in anticipation of this upcoming bond issuance.

The total amount sought for this project from the TWDB is \$3,758,106. The funding for this project includes three (3) separate components due to the City qualifying for loan forgiveness in addition to a portion of the loan being offered at 0% interest. The three (3) portions are 1) Series 2019A which offers a 1.35% interest rate subsidy for 30 years; 2) Series 2019B which offers 0% interest rate for 30 years; and 3) Principal Forgiveness which is not required to be paid back. The three (3) components are summarized below:

1.35% Interest Subsidy, 30-year	\$ 1,645,000
0% Interest, 30-year	\$ 1,025,000
Principal Forgiveness	\$ 1,088,106
Total	\$ 3,758,106

CONSIDERATIONS

The TWDB notified the Authority staff that the Board approved the Whitewright bond application in the amount of \$3,758,106 for funding through the DWSRF at their June 4, 2019 meeting. The next step is to approve resolutions for all three (3) funding components.

In addition to the Principal Forgiveness, the TWDB estimates the City could save approximately \$2.5 million over the life of the loan by utilizing the DWSRF. We anticipate having actual interest rates available at the meeting.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

In order to utilize the principal forgiveness, the TWDB requires an agreement be executed between the Authority and the TWDB. This document lays out requirements that are very similar to the bond resolution requirements of the DWSRF program.

The Authority's Bond Counsel has reviewed the contract and recommends approval. The contract will be available at the meeting and posted on the website.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of the Principal Forgiveness Agreement with the TWDB.

PREPARED AND SUBMITTED BY:

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

Drew Satterwhite, P.E., General Manager

ATTACHMENT XI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 6, 2019

SUBJECT: AGENDA ITEM NO. XI

**CONSIDER AND ACT UPON AUTHORIZATION FOR THE GENERAL MANAGER TO ADVERTISE FOR BIDS FOR CITY
OF WHITEWRIGHT WATER SYSTEM IMPROVEMENTS PROJECT**

ISSUE

Authorization for General Manager to advertise for bids for projects funded by the GTUA/City of Whitewright Bonds Series 2019A, Bond Series 2019B and the Principal Forgiveness.

BACKGROUND

The previous agenda items discussed funding for the projects which include a new water well, ground storage tank, pump station, re-coating of an elevated storage tank, water line replacements, and appurtenances for the City of Whitewright.

OPTIONS/ALTERNATIVES

In the past the Board has customarily authorized the General Manager to proceed with advertising projects as soon as the engineering plans and specifications are complete.


CONSIDERATIONS

Authorizing the General Manager to advertise as soon as plans and specifications are complete will improve the efficiency of the process to complete the project.

STAFF RECOMMENDATIONS

The staff recommends that the Board approve the General Manager to advertise for bids on any projects that are to be funded by the GTUA/City of Whitewright Bonds Series 2019A, Bond Series 2019B and the Principal Forgiveness.

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

ATTACHMENT XII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 13, 2019

SUBJECT: AGENDA ITEM NO. XII

CONSIDER AND ACT UPON CHANGE ORDER NO. 4 AND A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH MWH FOR THE CITY OF SHERMAN LAKE TEXOMA WTP EXPANSION PROJECT AS COMPLETE.

ISSUE

Consider and act upon Change Order No. 4 and the closeout of the contract with MWH Constructors, Inc. for City of Sherman Lake Texoma Water Treatment Plant Expansion Project

BACKGROUND

The City of Sherman planned a construction project to expand their existing surface water treatment plant ("WTP") capacity. This project will enable the City of Sherman to continue to meet the water demand needs of future residential and industrial growth. The project included a 10 million gallon per day capacity increase that will utilize reverse osmosis to demineralize the Lake Texoma water supply. The City staff requested the Authority's assistance in obtaining funding through the Texas Water Development Board ("TWDB") Drinking Water State Revolving Fund Program ("DWSRF") to fund these improvements to their WTP.

There were two (2) bids received on November 15, 2015. The low bid was submitted by MWH Constructors in the amount of \$23,805,000. At the January 16, 2017 meeting, the Board authorized the General Manager to award the contract to MWH Constructors in the amount of \$23,805,000 for the construction of the City of Sherman Lake Texoma Water Treatment Plant Expansion Project.

Change Order No. 1 consisted of the following items: 1) The need to over-excavate under the peroxidation basin due to the bedrock layer dropping 10 foot from north to south in the basin and the foundation design relying on contact directly with the bedrock, 2) Additional rebar that the contractor ordered and prepared to reach the bedrock on the membrane building before the geotechnical reports concluded that the piers did not have to touch the bedrock after all, and 3) Additional total pier depth for the piers under the membrane building that needed to be deepened to account for geologic variance not known until the piers were drilled. Change Order No. 1 increased the contract amount by \$140,075.00 resulting in a revised contract amount of \$23,945,075.00. There were funds available in the contingency line item for this change order.

Change Order No. 2 consisted of the following items: 1) Weather Delays resulting in 7 additional days be added to the project schedule, 2) Access to 84" Blended Water Pipe by installing a pressure rated manhole in this section, 3) Increased height of Trench Drain Pump Station, 4) Change Raw Water Control Valve from a metal seated ball valve to a V-port ball valve which has better cavitation characteristics, 5) Change Meter Vault Light Fixtures from indoor to exterior rated wall mounted fixtures, 6) Supervisory Control and Data Acquisition (SCADA) Upgrades. Due to the age of the existing SCADA system, a complete replacement of the current system is required to be able to control and monitor the operation of the new Ultrafiltration and Reverse Osmosis plant from the control room of the existing plant. The majority, 92%, of Change Order No. 2 was for the SCADA upgrades. Change Order No. 2 increased the contract amount by \$521,535.00 resulting in a revised contract amount of \$24,466,610.00.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

Change Order No. 3 consists of the following items: 1) Electrical System Modifications (\$11,133.00), 2) Electrical Room Doors (\$4,418.00), 3) Raw Water Valve AIS Compliant (\$40,555.00), 4) Pump Control Valve Wiring (\$22,166.00), 5) Bond Beams in Membrane Building (\$9,763.00), 6) Roof Joist Plates resulting in 5 additional days (\$14,051.00), 7) HCL Tank Vent Piping (\$3,776.00), 8) Concentrate Con. To Sludge Line (\$14,845.00), 9) RO Pumps Temperature Monitors resulting in 10 additional days (\$20,909.00), 10) Switchboard Conduit Enclosure resulting in 2 additional days (\$10,944.00), 11) Pipe Support Cross Bracing (\$6,958.00). Change Order No. 3 increased the contract by \$159,518.00 resulting in a revised contract amount of \$24,626,128.00.

Change Order No. 4 consists of the following items: 1) re-routing of new 8" sludge line around an 84" water line whose location varied from as-built drawings (\$8,729), 2) additional wiring for heaters on the Clean-in-place tanks (\$5,688), 3) additional wiring for an emergency stop circuit for the UF units to increase operator safety (\$683), 4) addition of a remote operator station so the operators will not have to remove grating and go below floor level to operate the flow valve, 5) removing the roadway and drainage work around the new bulk storage tanks (credit of \$9,973), 6) reduced length of sump discharge lines due to modifying the connection point of the tie in to the sanitary sewer (credit of \$10,066), 7) additional days to contract due to equipment delivery delays, equipment modifications during construction, testing requirements and weather delays.

Change Order No. 4 would result in a \$717.00 decrease of costs resulting in a revised contract amount of \$24,625,411.00.

CONSIDERATIONS

The project engineers and City Staff have reviewed and recommended approving Change Order No. 4, which is scheduled to be considered by the City of Sherman Council at their November 18, 2019 meeting.

This project is now substantially complete and the final punch list item (holiday testing of an epoxy coating) is schedule for November 14, 2019.


STAFF RECOMMENDATIONS

Based upon the project Engineer's recommendation, the staff recommends Board approval of Change Order No. 4 to the contract with MWH Constructors, Inc., for a decrease of \$717.00, resulting in a revised contract amount of \$24,625,411.00, contingent upon the Sherman City Council's approval. The staff also recommends authorizing closeout of the contract contingent upon receipt of all closeout documents for the project.

ATTACHMENTS

Engineer's Recommendation Letter
Change Order No. 4
Closeout Resolution

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager



Jacobs - CH2M

11/11/2019 10:00 AM

Callan, TX 75091

11/11/2019 10:00 AM

November 11, 2019

Mark Gibson, P.E.
Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, TX 75091

Subject: Change Order No. 4

Dear Mark:

Attached is Change Order No. 4 for the Lake Texoma Water Treatment Plant Expansion project for review and approval. This Change Order encompasses the following Change Order Requests (COR):

COR-23 When the contractor was installing the new 8" sludge line a conflict was discovered with an existing 84" finished water line whose location varied from the available as-built drawings. The cost is for the additional pipe length and fittings to jog the sludge line around the finished water line. Change order will add \$8,729 and 2 days of time to the project.

COR-25 Added wiring to the heaters on the RO and UF Clean-in-place tanks to power the heaters which were larger than originally designed. The tanks and heaters were provided as part of the Membrane Contract (H2O Innovation) and their design was still evolving when the general contract went to bid. Change order will add \$5,688 and no additional time to the project.

COR-26 Added wiring for an emergency stop circuit for the UF units to increase operator safety. This circuit was not included in the original UF design but was added after the general contract went to bid. Change order will add \$683 and no additional time to the project.

COR-29 Flow Valve FV-5071 is located down in a pipe trench below floor level in the membrane building. The valve is equipped with an electric operator. So that the operators do not have to remove grating to operate the valve, a remote operator station was added at floor level. Change order will add \$4,162 and 14 additional days to the project.

COR-32 Modifications to the roadway and drainage around the new bulk chemical storage tanks were required in order to contain chemical spills in the area. The City elected to perform these changes with their own staff as well as construct some adjacent roadway sections that would be impacted by these changes. Change order will result in a credit of \$9,973 and no additional time to the project.

COR-33 The sump pump discharge line connects several sumps on this project to the sanitary sewer. The tie-in point to the sanitary sewer line was changed resulting in a shorter length of pipe needing to be installed. Change order will result in a credit of \$10,066 and no additional time to the project.

COR-34 This is a project closeout change order that incorporates time delays that had accumulated during the project. The change order was the result of negotiations between the City of Sherman and

MWH Constructors and includes time extensions due to equipment delivery delays, equipment modifications during construction, testing requirements, and weather delays.

I have reviewed the change order requests and the associated costs and recommend approval of this change order. If you have any questions please call.

Sincerely,

CH2M HILL

A handwritten signature in black ink, appearing to read "Brian J. Fuerst".

Brian J. Fuerst, P.E.
Project Manager

C: Drew Satterwhite/GTUA

**CITY OF SHERMAN
LAKE TEXOMA WTP EXPANSION**

CHANGE ORDER NO. 4

A. INTENT OF THIS CHANGE ORDER NO. 4

The intent of this Change Order No. 4 is that the contract entered into by the Greater Texoma Utility Authority on behalf of the City of Sherman and MWH Constructors, Inc. dated February 26, 2017 be modified, clarified and recorded as a matter of permanent record.

B. DESCRIPTION OF CHANGE ORDER NO. 4

The required changes to the original contract, along with the associated costs and/or time are described as follows:

CHANGE ORDER NO. 4

Item No.	Description	Unit	Time	Cost /Unit	Total Amount
COR-23	Relocate 8" sludge line	LS	2	\$8,729.00	\$8,729.00
COR-25	CIP Tank Heater Electrical Mods	LS	0	\$5,688.00	\$5,688.00
COR-26	EPO Circuit	LS	0	\$683.00	\$683.00
COR-29	FV-5071 Control Station	LS	14	\$4,162.00	\$4,162.00
COR-32	Paving Modifications	LS	0	\$(9,973.00)	\$(9,973.00)
COR-33	Sump Pump Discharge Line Mods	LS	0	\$(10,006.00)	\$(10,006.00)
COR-34	Time Extension	LS	315	0	0
	TOTAL		331 Calendar Days		\$(717.00)

C. EFFECT OF ADJUSTMENT TO CONTRACT QUANTITIES

The revised Contract amount is determined as follows:

ORIGINAL CONTRACT AMOUNT	\$23,805,000.00
CHANGE ORDER NO.1	\$140,075.00
CHANGE ORDER NO. 2.....	\$521,535.00
CHANGE ORDER NO. 3.....	\$159,518.00
CHANGE ORDER NO. 4.....	\$(717.00)
 REVISED CONTRACT AMOUNT	 \$24,625,411.00

D. EFFECT OF ADJUSTMENT TO CONTRACT TIME

The revised Contract time is determined as follows:

ORIGINAL SUBSTANTIAL COMPLETION DATE.....October 15, 2018
CHANGE ORDER NO. 1 10-Calendar days
CHANGE ORDER NO. 2 7-Calendar days
CHANGE ORDER NO. 3 17-Calendar days
CHANGE ORDER NO. 4 331-Calendar days

REVISED SUBSTANTIAL COMPLETION DATE.....October 14, 2019

ORIGINAL FINAL COMPLETION DATE.....December 14, 2018
CHANGE ORDER NO. 1.....10-Calendar days
CHANGE ORDER NO. 2 7-Calendar days
CHANGE ORDER NO. 3 17-Calendar days
CHANGE ORDER NO. 4 331-Calendar days

REVISED FINAL COMPLETION DATE.....December 13, 2019

E. AGREEMENT

By the signature of their respective duly authorized agents, the Greater Texoma Utility Authority and MWH Constructors, Inc. do hereby agree and append this Change Order No. 4 to the original contract between themselves dated February 26, 2017.

RECOMMENDED BY:
CH2MHILL

BY: Bruce T. Tuck

TITLE: Project Manager

DATE: 11/11/19

APPROVED BY:
GREATER TEXOMA UTILITY AUTHORITY

BY: _____

TITLE: _____

DATE: _____

ACCEPTED BY:
MWH Constructors, Inc.

BY: Jason Lumbry

TITLE: Project Manager

DATE: 11/12/19

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY
ACCEPTING THE CONTRACT WITH MWH CONSTRUCTORS, INC. AS COMPLETE FOR THE CITY OF
SHERMAN LAKE TEXOMA WTP EXPANSION PROJECT

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply Services
with City of Sherman; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with MWH Constructors,
Inc. for the City of Sherman Lake Texoma WTP Expansion Project; and

WHEREAS, representatives of the Greater Texoma Utility Authority, City of Sherman and the project
engineer have inspected the Lake Texoma WTP Expansion Project and found it to be complete;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER
TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with MWH
Constructors, Inc. as complete.

Upon motion by _____, seconded by _____, the foregoing
Resolution was passed and approved on this _____ day of _____ 2019 by the following vote:

AYE:

NAY:

ABSTAIN:

At a meeting of the Board of Directors of the Greater Texoma Utility Authority.

Vice President

ATTEST:

Secretary-Treasurer

ATTACHMENT XIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 13, 2019

SUBJECT: AGENDA ITEM NO. XIII

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY
AUTHORITY ACCEPTING THE CONTRACT WITH H2O INNOVATION FOR THE CITY OF SHERMAN WATER
TREATMENT PLANT EXPANSION PROJECT AS COMPLETE**

ISSUE

Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with H2O Innovation for the City of Sherman Water Treatment Plant ("WTP") Expansion Project as complete.

BACKGROUND

The Authority is in the process of assisting the City of Sherman with the expansion of their existing surface water treatment plant ("WTP"). This project will enable the City of Sherman to continue to meet the water demand needs of future residential and industrial growth. The project will include a 10 million gallon per day capacity increase that will utilize reverse osmosis to demineralize the Lake Texoma water supply. The City requested the Authority's assistance in obtaining funding through the Texas Water Development Board ("TWDB") Drinking Water State Revolving Fund Program ("DWSRF") to fund these improvements to their WTP.

After the issuance of debt by the Authority, the City began design and concurrently completed pilot testing of four (4) different membrane systems. Due to the long lead times of the membrane filtration equipment as well as each manufacturer having unique features which needed to be accounted for in design, it was necessary to award a procurement contract for the equipment well in advance of the design being complete and the general contract being awarded.

At the August 2015 meeting, the Board authorized award of contract to H2O Innovations in the amount of \$3,359,425.00. After award of contract, H2O began working with CH2MHill, design engineer, to develop shop drawings and work through the fine details of incorporating the equipment into the new plant design. During this process, CH2MHill worked to refine the design and as a result, submitted seven (7) Request for Quotations to H2O Innovations. The seven (7) Request for Quotations were incorporated into Change Order No. 1 for an increase of \$63,370.88, resulting in a revised contract amount of \$3,422,795.88.

Change Order No. 2 provided American Iron and Steel valves for the project. This is an EPA requirement that is enforced on the TWDB's DWSRF projects. The language requiring American Iron and Steel was not in the original contract because during the time the proposals were being developed by the membrane suppliers, H2O included, we were unsure if we were going to use the State Water Implementation Fund for Texas ("SWIFT") or the DWSRF. At the time, the SWIFT program did not require the use of American Iron and Steel products. Originally, the Authority applied for both the SWIFT and DWSRF programs in order to keep the City of Sherman's financing options open as long as possible. The TWDB gave us a date approximately 3 months prior to loan closing that we, and Sherman, had to make a decision on which fund to pursue. Ultimately, the DWSRF was chosen as it was projected to save the City of Sherman over \$1 million dollars versus the SWIFT program through the life of the loan. The SWIFT fund offered very attractive interest rates compared to what we could have received on the open market, but the DWSRF rates were more attractive at that time. Change Order No. 2



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

increased the contract by \$99,770.65 resulting in a revised contract amount of \$3,522,566.53. This Change Order included 22 ball valves, 52 butterfly valves and 7 check valves.

CONSIDERATIONS

The H2O portion of the project is now complete and the engineer has recommended that we close the contract.

STAFF RECOMMENDATIONS

The staff recommends accepting the Contract with H2O Innovation for the City of Sherman Water Treatment Plant Expansion Project as complete. This action would be contingent upon the receipt of all closeout documentation for the project.

ATTACHEMNTS

Closeout Resolution

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH H2O INNOVATION AS COMPLETE FOR THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT – MEMBRANE FILTRATION EQUIPMENT

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply Services with City of Sherman; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with H2O Innovation for City of Sherman Water Treatment Plant Expansion Project – Membrane Filtration Equipment; and

WHEREAS, representatives of the Greater Texoma Utility Authority, City of Sherman and the project engineer have inspected the Water Treatment Plant Expansion Project - Membrane Filtration Equipment and found it to be complete;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with H2O Innovation as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2019 by the following vote:

AYE:

NAY:

ABSTAIN:

At a meeting of the Board of Directors of the Greater Texoma Utility Authority.

Vice President

ATTEST:

Secretary-Treasurer

ATTACHMENT XIV



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: November 11, 2019

SUBJECT: AGENDA ITEM NO. XIV

CONSIDER AND ACT UPON STATEMENTS OF QUALIFICATIONS FOR ENGINEERING SERVICES FOR LAKE KIOWA WATER SYSTEM IMPROVEMENTS PROJECT

ISSUE

Consider and act upon qualifications for engineering services for the Lake Kiowa Special Utility District ("SUD") Water System Improvements Project.

BACKGROUND

In 2014 the Lake Kiowa SUD requested the Authority proceed with the first of five proposed phases of water system improvements, authorizing the issuance of \$3,695,000 in bonds for the engineering and construction of the initial projects in the Lake Kiowa SUD Capital Improvement Program. The first phase included an elevated storage tank and the replacement of approximately 25,000 linear feet of aged asbestos-cement pipelines in their distribution system. After completion of these projects, approximately \$560,000 remained in the construction fund for this bond issue, which was able to be utilized in conjunction with another \$2,125.00 bond issuance through the Authority. The second project included the replacement of approximately 20,000 linear feet of aged asbestos-cement pipelines in their distribution system.

Recently, the Lake Kiowa SUD has requested we proceed with the next phase of water system improvements for a project that would include replacement of approximately 5,685 linear feet of aged asbestos-cement pipelines in their distribution system.

One requirement for utilizing the Drinking Water State Revolving Funds is that the engineering services be solicited utilizing the Texas Water Development Board's Disadvantage Business Enterprise Program. The Authority staff has solicited the engineering services on behalf of the Lake Kiowa SUD, following the requirements of this Program. Three (3) Statements of Qualifications ("SOQ") were received. SOQs were submitted by Cobb Fendley, Schaumburg & Polk, and Vilbig & Associates.

CONSIDERATIONS

The Lake Kiowa SUD Board is scheduled to consider the statements at their Board Meeting on November 13, 2019. The engineering contract will be between the Lake Kiowa SUD and the engineering firm.


STAFF RECOMMENDATIONS

The staff anticipates having a recommendation following the Lake Kiowa SUD Board of Directors meeting.

ATTACHED

SOQs are posted on the GTUA Website under the "Agenda" tab.

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

ATTACHMENT XV



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: November 13, 2019
SUBJECT: AGENDA ITEM NO. XV

CONSIDER AND ACT UPON STATEMENTS OF QUALIFICATIONS FOR ENGINEERING SERVICES FOR CITY OF SHERMAN EQUALIZATION BASIN REHABILITATION PROJECT

ISSUE

Consider and act upon qualifications for engineering services for the City of Sherman Equalization Basin Rehabilitation Project.

BACKGROUND

The City of Sherman staff approached the Authority staff, requesting financial assistance for several upcoming capital improvement projects. After several meetings with the City staff, we have identified the projects that we believe are ideal candidates to take advantage of the below market interest rate savings through the Texas Water Development Board's ("TWDB") Clean Water State Revolving Fund ("CWSRF"). Projects requested to be funded through the CWSRF include 1) Aeration Basin Upgrade, Phase II; 2) Biological Clarifier Rehabilitation; 3) WWTP Control Building Expansion; 4) Brine Line Project (engineering, bores, rights-of-way, construction); and 5) WWTP Storm water Lift Station. These improvements are all identified in the City of Sherman's 5-year Capital Improvements Plan that they develop annually.

At the May 2019 meeting, the Board authorized the submission of an application to the TWDB's CWSRF to fund these projects.

One requirement for utilizing the Clean Water State Revolving Funds is that the engineering services be solicited utilizing the Texas Water Development Board's Disadvantage Business Enterprise Program. The Authority staff has solicited the engineering services on behalf of the City of Sherman, following the requirements of this Program. Three (3) Statements of Qualifications ("SOQ") were received. SOQs were submitted by Parkhill Smith and Cooper, Perkins, and Schaumburg & Polk.

CONSIDERATIONS

The City of Sherman has reviewed the SOQ's and has provided us with a letter that they found Perkins Engineering Consultants to be the most qualified firm to perform engineering services on this project.

STAFF RECOMMENDATIONS

The staff recommends that the Board confirm the City's selection of Perkins Engineering Consultants, Inc. for engineering services for City of Sherman Equalization Basin Rehabilitation Project.

ATTACHED

City of Sherman Letter
SOQs are posted on the GTUA Website under the "Agenda" tab.

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

November 14, 2019

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison TX 75020-8448

Re: Selection of Engineering Firm
Sherman Wastewater Treatment Plant Equalization Basin Rehab

Dear Drew:

The City of Sherman has reviewed the Statements of Qualifications for the three engineering firms seeking to provide engineering services for the Wastewater Treatment Plant Equalization Basin Rehab project. Following the review of qualifications, the City has selected Perkins Engineering Consultants, Inc. to be the best qualified firm for this project.

Thank you for your assistance and support during the qualifications review process. Please contact me should any questions arise.

Very truly yours,



Mark Gibson, P.E.
Director of Utilities
City of Sherman, Texas

MG:pc

ATTACHMENT XVI



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: November 13, 2019

SUBJECT: AGENDA ITEM NO. XVI

CONSIDER AND ACT UPON STATEMENTS OF QUALIFICATIONS FOR ENGINEERING SERVICES FOR CITY OF SHERMAN WASTEWATER PIPELINE FOR BRINE WATER DISPOSAL PROJECT

ISSUE

Consider and act upon qualifications for engineering services for the City of Sherman Brine Water Disposal Project.

BACKGROUND

The City of Sherman staff approached the Authority staff, requesting financial assistance for several upcoming capital improvement projects. After several meetings with the City staff, we have identified the projects that we believe are ideal candidates to take advantage of the below market interest rate savings through the Texas Water Development Board's ("TWDB") Clean Water State Revolving Fund ("CWSRF"). Projects requested to be funded through the CWSRF include 1) Aeration Basin Upgrade, Phase II; 2) Biological Clarifier Rehabilitation; 3) WWTP Control Building Expansion; 4) Brine Line Project (engineering, bores, rights-of-way, construction); and 5) WWTP Storm water Lift Station. These improvements are all identified in the City of Sherman's 5-year Capital Improvements Plan that they develop annually.

At the May 2019 meeting, the Board authorized the submission of an application to the TWDB's CWSRF to fund these projects.

One requirement for utilizing the Clean Water State Revolving Funds is that the engineering services be solicited utilizing the Texas Water Development Board's Disadvantage Business Enterprise Program. The Authority staff has solicited the engineering services on behalf of the City of Sherman, following the requirements of this Program. Three (3) Statements of Qualifications ("SOQ") were received. SOQs were submitted by Freeman Millican, Plummer, and Schaumburg & Polk.

CONSIDERATIONS

The City of Sherman has reviewed the SOQ's and has provided us with a letter that they found Freeman Millican to be the most qualified firm to perform engineering services on this project.

STAFF RECOMMENDATIONS

The staff recommends that the Board confirm the City's selection of Freeman Millican, Inc. for engineering services for City of Sherman Brine Water Disposal Project.

ATTACHED

City of Sherman Letter

SOQs are posted on the GTUA Website under the "Agenda" tab.

PREPARED AND SUBMITTED BY:


Drew Satterwhite, P.E., General Manager

November 14, 2019

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison TX 75020-8448

Re: Selection of Engineering Firm
Sherman Water Treatment Plant Brine Line

Dear Drew:

The City of Sherman has reviewed the Statements of Qualifications for the three engineering firms seeking to provide engineering services for the Water Treatment Plant Brine Line project. Following the review of qualifications, the City has selected Freeman-Millican, Inc. to be the best qualified firm for this project.

Thank you for your assistance during the qualifications review process. Please contact me should any questions arise.

Very truly yours,



Mark Gibson, P.E.
Director of Utilities
City of Sherman, Texas

MG:pc

ATTACHMENT XVII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 8, 2019
SUBJECT: AGENDA ITEM NO. XVII

**CONSIDER AND ACT UPON ADMINISTRATIVE SERVICE CONTRACT WITH THE RED RIVER GROUNDWATER
CONSERVATION DISTRICT FOR 2020**

ISSUE

Administrative Services contract with the Red River Groundwater Conservation District ("RRGCD") for 2020.

BACKGROUND

The RRGCD will consider the renewal of the Administrative Services contract with Greater Texoma Utility Authority at their December 5, 2019 meeting. The Authority has provided administrative services to the RRGCD since 2010. The current contract expires on December 31, 2019.

CONSIDERATIONS

The administrative services provided to the RRGCD are paid by the RRGCD and have been a great help in offsetting the administrative costs of the Authority. This agreement provides a significantly more cost-effective mechanism for operating the RRGCD than procuring an office and hiring full-time staff. This contract is scheduled to be on the December 5, 2019 RRGCD Board Meeting agenda and the costs for these services have been budgeted in the RRGCD's 2020 budget.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of the Administrative Services Contract with the Red River Groundwater Conservation District.

ATTACHMENTS

2020 Administrative Services Contract

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E. General Manager

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN THE GREATER TEXOMA UTILITY AUTHORITY AND
THE RED RIVER GROUNDWATER CONSERVATION DISTRICT**

STATE OF TEXAS	§	STATE OF TEXAS
	§	
GREATER TEXOMA UTILITY AUTHORITY	§	RED RIVER GROUNDWATER
	§	CONSERVATION DISTRICT

This Agreement, made and entered into by and between the Greater Texoma Utility Authority, hereinafter referred to as ("Authority") and the Red River Groundwater Conservation District in Fannin and Grayson Counties, Texas, hereinafter referred to as ("District").

WITNESSETH:

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

WHEREAS, the Authority has staff experienced in water related activities; and

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

WHEREAS, the District has determined that the proposal dated December 5, 2019 from the Authority, as said proposal is modified and supplemented herein, is in the best interest of the District and that the Authority is qualified and capable of providing such services;

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

1. The Scope of Services. The term "Scope of Services" as used herein refers to the Scope of Services made and submitted by the Authority to the District dated December 5, 2019, as amended, modified, or supplemented herein. (attached hereto as "Exhibit A")

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

2. Administrative Services. The Authority shall perform administrative services for the District at the direction of the District Board, and the District Board President to the extent that the Board President's direction does not conflict with any District, State or Federal Laws, or Authority rule, policy, or order of the District or Authority Board. Such directions from the District Board and Board President regarding the performance of administrative services shall supplement any specific services delineated in this Agreement or the attached Scope of Services. Administrative services shall include, but not be limited to recording and communication

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

3. Charges and Payment. Monthly payments shall be made by the District to the Authority for actual costs incurred including hourly wages and benefits of the Authority employees, insurance costs, extra travel costs to and from the District, overhead, and other direct costs, including fees for professional services. The Authority shall invoice the District for any such services performed hereunder during the preceding thirty (30) day period, said invoice to be presented by the 25th day of the following month. Said invoice shall be itemized in such a manner that the District may determine the reasonableness of the charges submitted. The District shall pay the full amount of invoices received from the Authority by the tenth day of the month following receipt of any such invoice unless notice of protest or disagreement is given to the Authority within seven (7) business days after receipt of said invoice. Failure of the Authority and the District to agree upon payment of such invoice within thirty (30) days of protest shall be grounds for termination under Paragraph 4 unless the parties can otherwise agree in writing to a schedule of payment.

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

5. Indemnity. Neither the District nor the Authority shall be liable to the other for loss, either direct or consequential. All such claims for any and all loss, however caused, are hereby waived. Said absence of liability shall exist whether or not the damage, destruction, injury, or loss of life is caused by the negligence of either party or of any of their respective agents, servants, or employees. It is contemplated that each party shall look to its respective insurance carriers for reimbursement of any such loss. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless it is specifically covered therein as an additional insured. Nothing contained in this Agreement is intended by either party to create a partnership or joint venture, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever. It is understood and agreed that by execution of this Agreement, no governmental powers or immunities are waived or surrendered by either the District or the Authority.

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

representative, subcontractor, employee, officer, or servant of the Authority.

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

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

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

10. **Notices.** All notices given under this agreement shall be deemed properly served if delivered in writing personally, or sent by certified mail to Mark Patterson, President, Red River Groundwater Conservation District, PO Box 1214, Sherman, TX 75091-1214, and to the Authority addressed to the President, Greater Texoma Utility Authority, 5100 Airport Drive, Denison, TX 75020-8448. Date of service of notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service. Either party may change their respective addresses for notice by providing notice of such address change in the aforesaid manner with specific reference to this Agreement.

11. **Authority Financial Obligations.** Nothing in this agreement shall be construed to require the Authority to expend funds from any source other than the revenues received hereunder. All costs required by valid rules, regulations, laws, or orders passed or promulgated by the United States of America, the State of Texas, and regulatory or judicial branches thereof having lawful jurisdiction shall be the responsibility of the District.

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

13. **Governing Law and Severability.** This agreement shall be governed by the laws of the State of Texas and the venue in Grayson County, Texas. The provisions of this agreement shall be deemed to be severable and the invalidity of or inability to enforce other provisions hereof. In the event of a conflict between the terms of

this Agreement and any exhibit attached hereto, the terms and conditions of this Agreement shall take precedence. Venue shall be in Grayson County, Texas.

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

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

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

RED RIVER GCD
PO BOX 1214
SHERMAN TX 75091-1214

BY: _____
President

BY: _____
President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Secretary-Treasurer

Secretary-Treasurer

Exhibit "A"

Scope of Services

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

Approach to Provision of Services

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

Estimated Cost of Services

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

- The salary and employer personnel costs (social security, worker's compensation insurance, retirement, and accounting, etc.)
- Mileage for travel required at the rate set annually by IRS
- Any direct expenses required to provide the services requested (telephone charges, copies, postage, and similar expenses directly associated with the project)
- The contract for services will not exceed \$110,000 for administration and accounting, \$80,000 for the field technician, and \$35,000 for field permitting specialist without prior authorization from the Board of Directors
- Field personnel costs will be an expense of the District, which will include salary, benefits, transportation and other costs directly associated with verification of well and pumping information
- Billing Rates:
 - General Manager – \$113 per hour
 - Project Coordinator - \$56 per hour
 - Administrative Assistant - \$30 per hour
 - Finance Officer - \$72 per hour
 - Accounting Assistant - \$34 per hour
 - Accounting Assistant (2) - \$29 per hour
 - Office Clerk - \$30 per hour
 - Field Technician - \$49 per hour
 - Field Technician (2) - \$40 per hour
 - Technician Lead - \$49 per hour
 - Operation Supervisor - \$62 per hour

ATTACHMENT XVIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 8, 2018

SUBJECT: AGENDA ITEM NO. XVIII

**CONSIDER AND ACT UPON ADMINISTRATIVE SERVICE CONTRACT WITH THE NORTH TEXAS GROUNDWATER
CONSERVATION DISTRICT FOR 2020**

ISSUE

Administrative Services contract with the North Texas Groundwater Conservation District ("NTGCD") for 2020.

BACKGROUND

The NTGCD Board of Directors authorized the 2020 Administrative Services contract with Greater Texoma Utility Authority at their November 12, 2019 meeting. The Authority has provided administrative services to the NTGCD since 2010. The current contract expires on December 31, 2019.

CONSIDERATIONS

The administrative services provided to the NTGCD are paid by the NTGCD and have been a great help in offsetting the administrative costs of the Authority. This agreement provides a significantly more cost-effective mechanism for operating the NTGCD than procuring an office and hiring full-time staff. This contract was approved at the NTGCD's November 12, 2019 Board Meeting and the costs for these services have been budgeted in the NTGCD's 2020 budget.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of the Administrative Services Contract with the North Texas Groundwater Conservation District.

ATTACHMENTS

2020 Administrative Services Contract

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E. General Manager

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

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

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

WITNESSETH:

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

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

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

WHEREAS, the District has determined that the Scope of Services dated November 12, 2019 from the Authority, is in the best interest of the District and that the Authority is qualified and capable of providing such services;

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

1. The Scope of Services. The term "Scope of Services" as used herein refers to the Scope of Services made and submitted by the Authority to the District dated November 12, 2019, as amended, modified, or supplemented herein. (attached hereto as "Exhibit A")

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

2. Administrative Services. The Authority shall perform administrative services for the District at the direction of the District Board, and the District Board President to the extent that the Board President's direction does not conflict with any District or Authority rule, policy, or order of the District or Authority Board. Such directions from the District Board and Board President regarding the performance of administrative services shall supplement any specific services delineated in this Agreement or the attached

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

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

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

5. Indemnity. Neither the District nor the Authority shall be liable to the other for loss, either direct or consequential. All such claims for any and all loss, however caused, are hereby waived. Said absence of liability shall exist whether or not the damage, destruction, injury, or loss of life is caused by the negligence of either party or of any of their respective agents, servants, or employees. It is contemplated that each party shall look to its respective insurance carriers for reimbursement of any such loss. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless it is specifically covered therein as an additional insured. Nothing contained in this Agreement is intended by either party to create a partnership or joint venture, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever. It is understood and agreed that by execution of this Agreement, no governmental powers or immunities are waived or surrendered by either the District or the Authority.

6. Independent Contractor. The Authority is, and shall perform this agreement as, an independent contractor, and as such, shall have and maintain complete control over all of its employees, subcontractors,

agents, and operations. Neither the Authority nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, subcontractor, employee, officer or servant of the District. No employee or agent of the District shall be, represent, act, or purport to act or be deemed to be the agent, representative, subcontractor, employee, officer, or servant of the Authority.

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

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

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

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

11. Authority Financial Obligations. Nothing in this agreement shall be construed to require the Authority to expend funds from any source other than the revenues received hereunder. All costs required by valid rules, regulations, laws, or orders passed or promulgated by the United States of America, the State of Texas, and regulatory or judicial branches thereof having lawful jurisdiction shall be the responsibility of the District.

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

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

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

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

GREATER TEXOMA UTILITY AUTHORITY NORTH TEXAS GCD	
5100 AIRPORT DRIVE	PO BOX 508
DENISON TX 75020-8448	GAINESVILLE TX 76241

BY: _____
President

BY: _____
President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Secretary-Treasurer

Secretary

Scope of Services

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

Exhibit "A"

Approach to Provision of Services

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

Estimated Cost of Services

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

- The salary and employer personnel costs (social security, worker's compensation insurance, retirement, and accounting, etc.)
- Mileage for travel required at the rate set annually by IRS
- Any direct expenses required to provide the services requested (telephone charges, copies, postage, and similar expenses directly associated with the project)
- The contract for services will not exceed \$150,000 for administration, \$30,000 for accounting, and \$195,000 for the field technician without prior authorization from the Board of Directors
- Field personnel costs will be an expense of the District, which will include salary, benefits, transportation and other costs directly associated with verification of well and pumping information
- Billing Rates:
 - General Manager – \$113 per hour
 - Project Coordinator - \$56 per hour
 - Administrative Assistant - \$30 per hour
 - Finance Officer - \$72 per hour
 - Accounting Assistant - \$34 per hour
 - Accounting Assistant (2) - \$29 per hour
 - Office Clerk - \$30 per hour
 - Field Technician - \$49 per hour
 - Field Technician (2) - \$40 per hour
 - Technician Lead - \$49 per hour
 - Operation Supervisor - \$62 per hour

ATTACHMENT XX



Greater Texoma Utility Authority
QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2019

**Prepared by
Valley View Consulting, L.L.C.**

The investment portfolio of the Greater Texoma Utility Authority is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.


Drew Satterwhite
General Manager


Debi Atkins
Finance Officer

Disclaimer: These reports were compiled using information provided by the Authority. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Greater Texoma Utility Authority **Annual Comparison of Portfolio Performance**

FYE Results by Investment Category:

Asset Type	September 30, 2018			September 30, 2019		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	0.30%	\$ 313,247	\$ 313,247	0.63%	\$ 431,643	\$ 431,643
NOW/MMMA/MMF	1.85%	16,152,498	16,152,498	1.65%	18,654,906	18,654,906
Local Government Pools	2.00%	3,354,159	3,354,159	2.11%	11,015,493	11,015,493
CDs/Securities	2.33%	30,096,000	30,096,000	2.57%	26,443,000	26,443,000
Totals		\$ 49,915,904	\$ 49,915,904		\$ 56,545,042	\$ 56,545,042
Fourth Quarter-End Yield	2.14%			2.16%		

Average Quarter-End Yields ⁽¹⁾:

	2018 Fiscal Year	2019 Fiscal Year
GTUA - Total Portfolio	1.72%	2.28%
Rolling Three Month Treasury	1.62%	2.30%
Rolling Six Month Treasury Yield	1.69%	2.37%
TexPool	1.73%	2.31%
Fiscal YTD Interest Earnings	\$ 806,728 Approximate	\$ 952,136 Approximate

⁽¹⁾ Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category:

REVISED

Asset Type	June 30, 2019			September 30, 2019		
	Book Value	Market Value	Ave. Yield	Book Value	Market Value	Market Value
Demand Accounts	\$ 314,250	\$ 314,250	0.63%	\$ 431,643	\$ 431,643	\$ 431,643
NOW/MMMA/MMF	18,361,053	18,361,053	1.65%	18,654,906	18,654,906	18,654,906
Local Government Pools	5,142,632	5,142,632	2.11%	11,015,493	11,015,493	11,015,493
CDs/Securities	32,298,000	32,298,000	2.57%	26,443,000	26,443,000	26,443,000
Totals	\$ 56,115,936	\$ 56,115,936		\$ 56,545,042	\$ 56,545,042	\$ 56,545,042

Quarter End Average Yield (1)

Total Portfolio	2.16%
Rolling Three Month Treasury	2.03%
Rolling Six Month Treasury	2.17%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	2.28%
Rolling Three Month Treasury	2.30%
Rolling Six Month Treasury	2.37%
TexPool	2.31%

Interest Revenue

Quarterly Interest Income	\$ 422,654	Approximate
Year-to-date Interest Income	\$ 952,136	Approximate

Bank Fee Offset

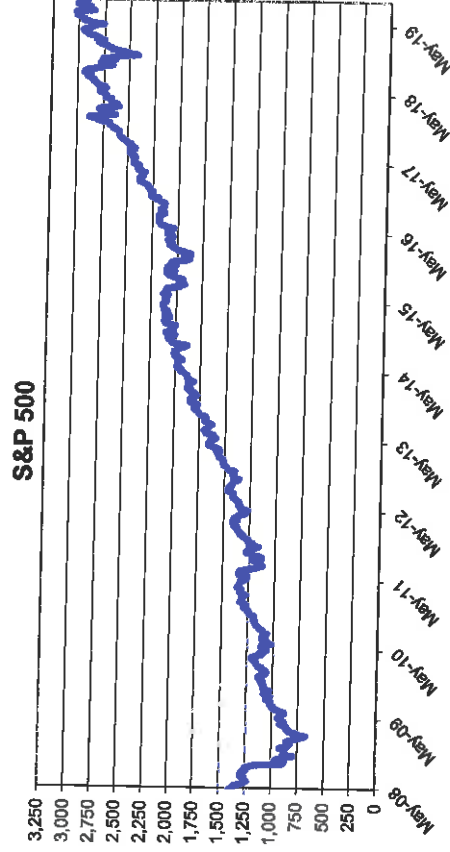
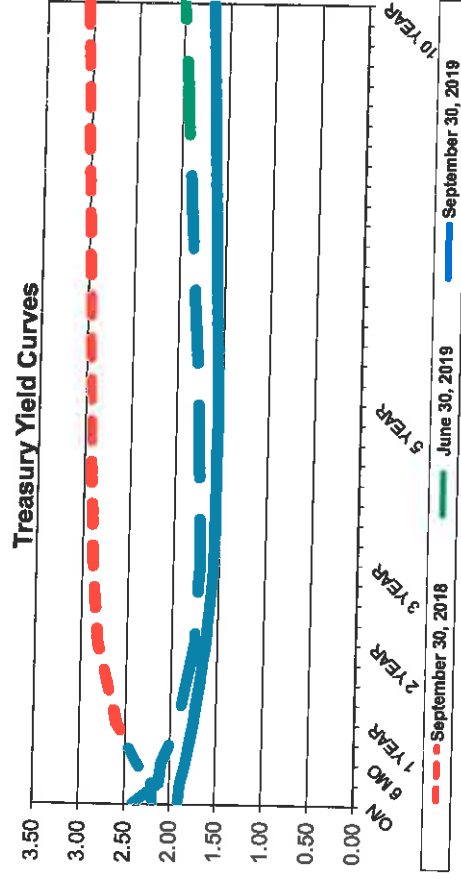
Quarterly Bank Fees Offset	\$ 1,036
Year-to-date Bank Fees Offset	\$ 2,846

- (1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

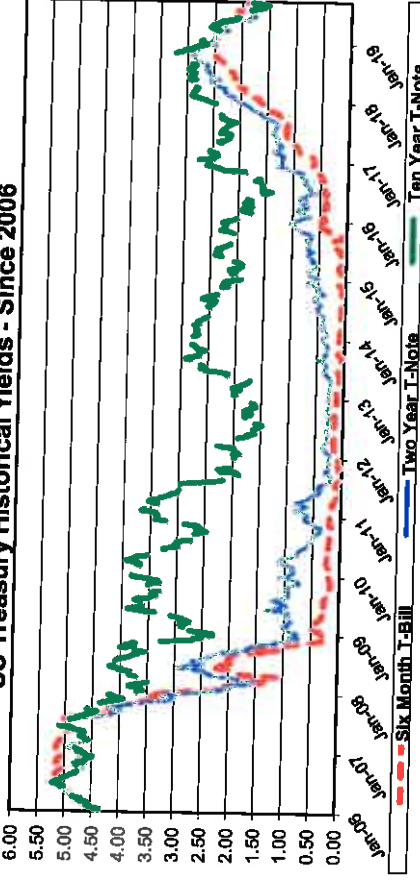
Economic Overview

9/30/2019

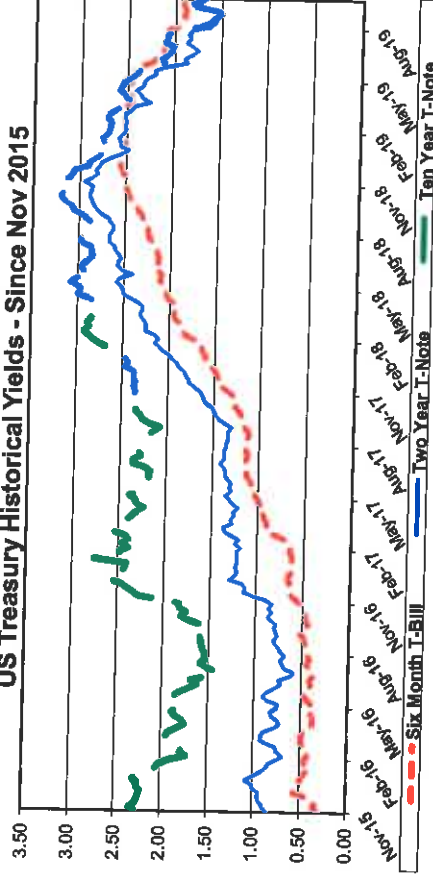
The Federal Open Market Committee (FOMC) reduced the Fed Funds target range to 1.75% - 2.00% (Effective Fed Funds are trading +/-1.83%). The Futures Market continues to project additional decreases. Gradual Federal Reserve Bank portfolio reduction ended. August Non Farm Payroll added 136,000 new jobs, with the rolling three month averaging 157,000. Crude oil settled back and trades +/- \$55. The Stock Markets waffled near the recent highs. Consumer spending continues albeit less robustly. Overall economic activity remains mostly positive with 2nd Quarter GDP recorded at 2.0%. Brexit, Chinese trade concerns, growth outlook, and other factors may weigh on US growth. The inverted Yield Curve persists with yields declining.



US Treasury Historical Yields - Since 2006



US Treasury Historical Yields - Since Nov 2015

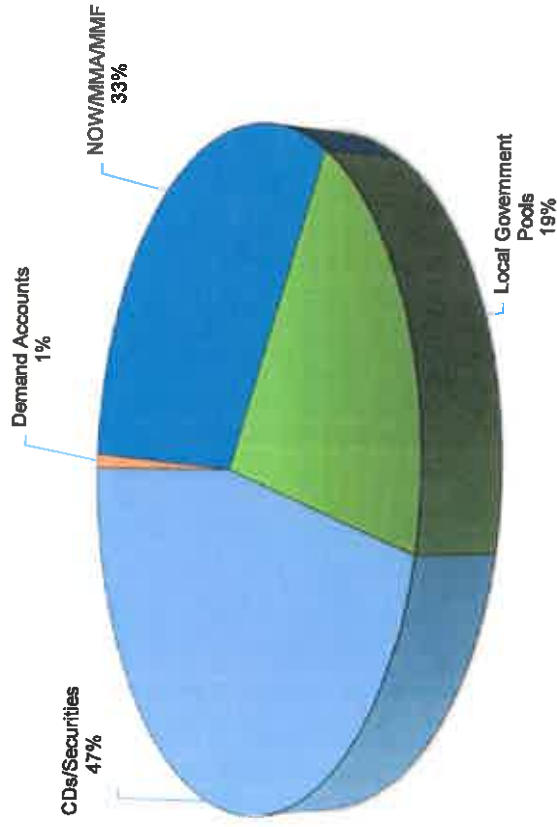


**Investment Holdings
September 30, 2019**

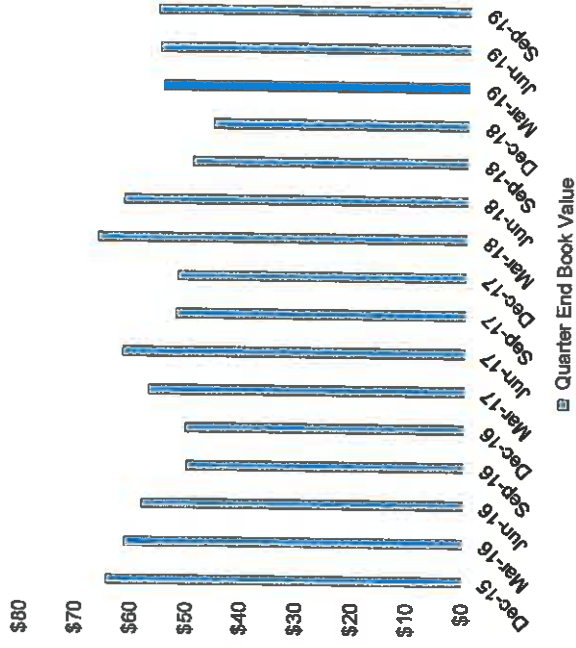
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
BOT DDA (3)		0.63%	10/01/19	09/30/19	\$ 431,643	\$ 431,643	1.00	\$ 431,643	1	0.63%
BTH Bank-ICS		2.26%	10/01/19	09/30/19	1,086,294	1,086,294	1.00	1,086,294	1	2.26%
BOT Escrow MMIF		1.49%	10/01/19	09/30/19	14,986,816	14,986,816	1.00	14,986,816	1	1.49%
NexBank MMA		2.35%	10/01/19	09/30/19	2,581,797	2,581,797	1.00	2,581,797	1	2.35%
TexPool	AAAm	2.16%	10/01/19	09/30/19	36,232	36,232	1.00	36,232	1	2.16%
TexSTAR	AAAm	2.11%	10/01/19	09/30/19	10,979,261	10,979,261	1.00	10,979,261	1	2.11%
Landmark Bank		2.59%	10/18/19	04/18/19	220,000	220,000	100.00	220,000	18	2.59%
Landmark Bank		2.59%	10/18/19	04/18/19	838,000	838,000	100.00	838,000	18	2.59%
Landmark Bank		2.59%	10/18/19	04/18/19	525,000	525,000	100.00	525,000	18	2.59%
LegacyTexas		2.72%	12/16/19	05/25/18	1,450,000	1,450,000	100.00	1,450,000	77	2.72%
LegacyTexas		2.20%	12/19/19	12/19/17	1,150,000	1,150,000	100.00	1,150,000	80	2.20%
East West Bank		2.58%	01/15/20	04/15/19	534,000	534,000	100.00	534,000	107	2.58%
East West Bank		2.58%	01/30/20	04/15/19	1,575,000	1,575,000	100.00	1,575,000	107	2.58%
Landmark Bank		1.77%	01/30/20	10/30/17	1,400,000	1,400,000	100.00	1,400,000	122	1.77%
LegacyTexas		2.85%	03/16/20	05/25/18	1,450,000	1,450,000	100.00	1,450,000	168	2.85%
Cap Tex Bank		2.60%	04/22/20	04/22/19	356,000	356,000	100.00	356,000	205	2.60%
Cap Tex Bank		2.60%	04/22/20	04/22/19	1,575,000	1,575,000	100.00	1,575,000	205	2.60%
Cap Tex Bank		2.60%	04/22/20	04/22/19	1,600,000	1,600,000	100.00	1,600,000	205	2.60%
Landmark Bank		2.78%	04/29/20	01/29/19	4,000,000	4,000,000	100.00	4,000,000	212	2.78%
East West Bank		2.57%	07/15/20	04/15/19	1,075,000	1,075,000	100.00	1,075,000	289	2.57%
Origin Bank		2.24%	09/04/20	12/04/17	1,200,000	1,200,000	100.00	1,200,000	340	2.24%
Cap Tex Bank		2.65%	10/22/20	04/22/19	825,000	825,000	100.00	825,000	388	2.65%
East West Bank		3.00%	10/25/20	09/20/18	1,900,000	1,900,000	100.00	1,900,000	391	3.00%
Independent Bank		2.05%	11/26/20	08/26/19	1,700,000	1,700,000	100.00	1,700,000	423	2.05%
East West Bank		2.55%	01/14/21	04/15/19	825,000	825,000	100.00	825,000	472	2.55%
Green Bank		2.65%	03/22/21	03/21/18	937,000	937,000	100.00	937,000	539	2.65%
Cap Tex Bank		2.74%	04/17/21	04/17/19	1,308,000	1,308,000	100.00	1,308,000	565	2.74%
					\$ 56,545,042	\$ 56,545,042			(1)	(2)

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.
(3) Earnings Credit - The Authority's depository accounts provide an earnings credit on balances which is used to offset bank fees. The reported rate is estimated based on fees offset and average balances.

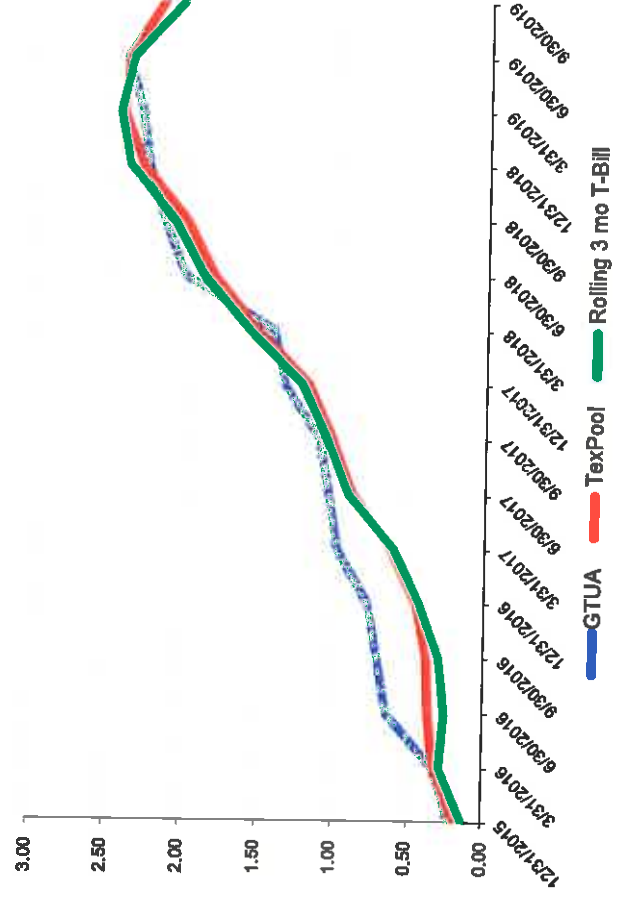
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book Value Comparison

REVISED									
June 30, 2019									
Description	Coupon/ Discount	Maturity Date	Face Amount/ Par Value	Book Value	Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	Face Amount/ Par Value	September 30, 2019 Face Amount/ Par Value	Book Value
BOT	0.63%	10/01/19	\$	314,250	\$	117,393	\$	431,643	\$ 431,643
BTH Bank-ICS	2.26%	10/01/19	1,079,656	1,079,656	6,638		1,086,294	1,086,294	1,086,294
BOT Escrow MMF	1.49%	10/01/19	8,827,780	8,827,780	6,159,036		14,986,816	14,986,816	14,986,816
Texas Star Bank MMA	0.25%	10/01/19	248,401	248,401		(248,401)			
NexBank MMA	2.35%	10/01/19	8,205,217	8,205,217		(5,623,420)	2,581,797	2,581,797	2,581,797
TexPool	2.16%	10/01/19	36,135	36,135	97		36,232	36,232	36,232
TexSTAR	2.11%	10/01/19	5,106,498	5,106,498	5,872,764		10,979,261	10,979,261	10,979,261
East West Bank	2.60%	07/01/19	324,000	324,000		(324,000)			
East West Bank	2.60%	07/01/19	336,000	336,000		(336,000)			
Landmark Bank	2.56%	07/18/19	480,000	480,000		(480,000)			
Landmark Bank	2.56%	07/18/19	990,000	990,000		(990,000)			
East West Bank	2.62%	07/29/19	1,450,000	1,450,000		(1,450,000)			
Origin Bank	2.72%	07/29/19	500,000	500,000		(500,000)			
Legacy Texas	1.51%	08/16/19	1,300,000	1,300,000		(1,300,000)			
East West Bank	2.65%	08/29/19	725,000	725,000		(725,000)			
East West Bank	2.68%	09/30/19	1,450,000	1,450,000		(1,450,000)			
Landmark Bank	2.59%	10/18/19	220,000	220,000			220,000	220,000	220,000
Landmark Bank	2.59%	10/18/19	838,000	838,000			838,000	838,000	838,000
Landmark Bank	2.59%	10/18/19	525,000	525,000			525,000	525,000	525,000
Legacy Texas	2.72%	12/16/19	1,450,000	1,450,000			1,450,000	1,450,000	1,450,000
Legacy Texas	2.20%	12/19/19	1,150,000	1,150,000			1,150,000	1,150,000	1,150,000
East West Bank	2.58%	01/15/20	534,000	534,000			534,000	534,000	534,000
East West Bank	2.58%	01/15/20	1,575,000	1,575,000			1,575,000	1,575,000	1,575,000
Landmark Bank	1.77%	01/30/20	1,400,000	1,400,000			1,400,000	1,400,000	1,400,000
Legacy Texas	2.85%	03/16/20	1,450,000	1,450,000			1,450,000	1,450,000	1,450,000
Cap Tex Bank	2.60%	04/22/20	356,000	356,000			356,000	356,000	356,000
Cap Tex Bank	2.60%	04/22/20	1,575,000	1,575,000			1,575,000	1,575,000	1,575,000
Cap Tex Bank	2.60%	04/22/20	1,600,000	1,600,000			1,600,000	1,600,000	1,600,000
Landmark Bank	2.78%	04/29/20	4,000,000	4,000,000			4,000,000	4,000,000	4,000,000
East West Bank	2.57%	07/15/20	1,075,000	1,075,000			1,075,000	1,075,000	1,075,000
Origin Bank	2.24%	09/04/20	1,200,000	1,200,000			1,200,000	1,200,000	1,200,000
Cap Tex Bank	2.65%	10/22/20	825,000	825,000			825,000	825,000	825,000
East West Bank	3.00%	10/25/20	1,900,000	1,900,000			1,900,000	1,900,000	1,900,000
Independent Bank	2.05%	11/26/20			1,700,000		1,700,000	1,700,000	1,700,000
East West Bank	2.55%	01/14/21	825,000	825,000			825,000	825,000	825,000
Green Bank	2.65%	03/22/21	937,000	937,000			937,000	937,000	937,000
Cap Tex Bank	2.74%	04/17/21	1,308,000	1,308,000			1,308,000	1,308,000	1,308,000
TOTAL			\$ 56,115,936	\$ 56,115,936	\$ 13,855,927	\$ (13,426,821)	\$ 56,545,042	\$ 56,545,042	\$ 56,545,042

Market Value Comparison

REVISED									
June 30, 2019									
Description	Coupon/ Discount	Maturity Date	Face Amount/ Par Value	Market Value	Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	Face Amount/ Par Value	Market Value	
BOT	0.63%	10/01/19	\$ 314,250	\$ 314,250	\$ 117,393	\$ -	\$ 431,643	\$ 431,643	
BTH Bank-ICS	2.26%	10/01/19	1,079,656	1,079,656	6,638		1,086,294	1,086,294	
BOT Escrow MMF	1.49%	10/01/19	8,827,780	8,827,780	6,159,036		14,986,816	14,986,816	
Texas Star Bank MMA	0.25%	10/01/19	248,401	248,401		(248,401)			
NexBank MMA	2.35%	10/01/19	8,205,217	8,205,217		(5,623,420)	2,581,797	2,581,797	
TexPool	2.16%	10/01/19	36,135	36,135	97		36,232	36,232	
TexSTAR	2.11%	10/01/19	5,106,498	5,106,498	5,872,764		10,979,261	10,979,261	
East West Bank	2.60%	07/01/19	324,000	324,000		(324,000)			
East West Bank	2.60%	07/01/19	336,000	336,000		(336,000)			
Landmark Bank	2.56%	07/18/19	480,000	480,000		(480,000)			
Landmark Bank	2.56%	07/18/19	990,000	990,000		(990,000)			
East West Bank	2.62%	07/29/19	1,450,000	1,450,000		(1,450,000)			
Origin Bank	2.72%	07/29/19	500,000	500,000		(500,000)			
LegacyTexas	1.51%	08/16/19	1,300,000	1,300,000		(1,300,000)			
East West Bank	2.65%	08/29/19	725,000	725,000		(725,000)			
East West Bank	2.68%	09/30/19	1,450,000	1,450,000		(1,450,000)			
Landmark Bank	2.59%	10/18/19	220,000	220,000					
Landmark Bank	2.59%	10/18/19	838,000	838,000			220,000	220,000	
LegacyTexas	2.59%	10/18/19	525,000	525,000			838,000	838,000	
LegacyTexas	2.72%	12/16/19	1,450,000	1,450,000			525,000	525,000	
East West Bank	2.20%	12/19/19	1,150,000	1,150,000			1,450,000	1,450,000	
East West Bank	2.58%	01/15/20	534,000	534,000			1,150,000	1,150,000	
East West Bank	2.58%	01/15/20	1,575,000	1,575,000			534,000	534,000	
Landmark Bank	1.77%	01/30/20	1,400,000	1,400,000			1,575,000	1,575,000	
LegacyTexas	2.85%	03/16/20	1,450,000	1,450,000			1,400,000	1,400,000	
Cap Tex Bank	2.60%	04/22/20	356,000	356,000			1,450,000	1,450,000	
Cap Tex Bank	2.60%	04/22/20	1,575,000	1,575,000			356,000	356,000	
Cap Tex Bank	2.60%	04/22/20	1,600,000	1,600,000			1,575,000	1,575,000	
Landmark Bank	2.78%	04/29/20	4,000,000	4,000,000			1,600,000	1,600,000	
East West Bank	2.57%	07/15/20	1,075,000	1,075,000			4,000,000	4,000,000	
Origin Bank	2.24%	09/04/20	1,200,000	1,200,000			1,075,000	1,075,000	
Cap Tex Bank	2.65%	10/22/20	825,000	825,000			1,200,000	1,200,000	
East West Bank	3.00%	10/25/20	1,900,000	1,900,000			825,000	825,000	
Independent Bank	2.05%	11/26/20	-	-	1,700,000		1,900,000	1,900,000	
East West Bank	2.55%	01/14/21	825,000	825,000			1,700,000	1,700,000	
Green Bank	2.65%	03/22/21	937,000	937,000			825,000	825,000	
Cap Tex Bank	2.74%	04/17/21	1,308,000	1,308,000			937,000	937,000	
TOTAL			\$ 56,115,936	\$ 56,115,936	\$ 13,855,927	\$ (13,426,821)	\$ 56,545,042	\$ 56,545,042	

**Allocation by Fund
Book & Market Value**

September 30, 2019

	Maturity	Investment Total	General	Construction	TWDB Escrow - Sherman (456, 558 & 570)	Bond I&S	Revenue	Reserve
BOT		\$ 431,643	\$ 431,643					
BTH Bank-ICS		1,086,294		1,086,294				
BOT Escrow MMF		14,986,816		11,064,808	3,922,008			
NexBank MMA		2,581,797		1,609,353		972,444		
TexPool		36,232	36,232					
TexSTAR		10,979,261	430,744	8,198,197		1,493,216	575,264	281,840
Landmark Bank	10/18/19	220,000		220,000				
Landmark Bank	10/18/19	838,000		838,000				
Landmark Bank	10/18/19	525,000		525,000				
LegacyTexas	12/16/19	1,450,000		1,450,000				
LegacyTexas	12/19/19	1,150,000						
East West Bank	01/15/20	534,000		534,000				1,150,000
East West Bank	01/15/20	1,575,000		1,575,000				
Landmark Bank	01/30/20	1,400,000						
LegacyTexas	03/16/20	1,450,000		1,450,000				1,400,000
Cap Tex Bank	04/22/20	356,000		356,000				
Cap Tex Bank	04/22/20	1,575,000		1,575,000				
Cap Tex Bank	04/22/20	1,600,000		1,600,000				
Landmark Bank	04/29/20	4,000,000		4,000,000				
East West Bank	07/15/20	1,075,000		1,075,000				
Origin Bank	09/04/20	1,200,000						
Cap Tex Bank	10/22/20	825,000		825,000				1,200,000
East West Bank	10/25/20	1,900,000						
Independent Bank	11/26/20	1,700,000						1,900,000
East West Bank	01/14/21	825,000		825,000				1,700,000
Green Bank	03/22/21	937,000						937,000
Cap Tex Bank	04/17/21	1,308,000						1,308,000
Totals		\$ 56,545,042	\$ 898,618	\$ 38,806,652	\$ 3,922,008	\$ 2,465,659	\$ 575,264	\$ 9,876,840

**Allocation by Fund
Book & Market Value
REVISED**

June 30, 2019

	Maturity	Investment Total	General	Construction	TWDB Escrow - Sherman (456, 558 & 570)	Bond I&S	Revenue	Reserve
		\$	\$					
BOT		314,250	314,250					
BTH Bank-ICS		1,079,656		1,079,656				
BOT Escrow MMF		8,827,780		4,974,759				
Texas Star Bank MMA		248,401			3,853,021			248,401
NexBank MMA		8,205,217		2,680,715		5,524,502		
TexPool		36,135	36,029				106	
TexSTAR		5,106,498	515,016	1,601,022		2,023,520	588,100	378,840
East West Bank	07/01/19	324,000		324,000				
East West Bank	07/01/19	336,000		336,000				
Landmark Bank	07/18/19	480,000		480,000				
Landmark Bank	07/18/19	990,000		990,000				
East West Bank	07/29/19	1,450,000		1,450,000				
Origin Bank	07/29/19	500,000						
LegacyTexas	08/16/19	1,300,000			500,000			
East West Bank	08/29/19	725,000		725,000				1,300,000
East West Bank	09/30/19	1,450,000		1,450,000				
Landmark Bank	10/18/19	220,000		220,000				
Landmark Bank	10/18/19	838,000		838,000				
Landmark Bank	10/18/19	525,000		525,000				
LegacyTexas	12/16/19	1,450,000		1,450,000				
LegacyTexas	12/19/19	1,150,000						
East West Bank	01/15/20	534,000		534,000				1,150,000
East West Bank	01/15/20	1,575,000		1,575,000				
Landmark Bank	01/30/20	1,400,000						
LegacyTexas	03/16/20	1,450,000		1,450,000				1,400,000
Cap Tex Bank	04/22/20	356,000		356,000				
Cap Tex Bank	04/22/20	1,575,000		1,575,000				
Cap Tex Bank	04/23/20	1,600,000		1,600,000				
Landmark Bank	04/29/20	4,000,000		4,000,000				
East West Bank	07/15/20	1,075,000		1,075,000				
Origin Bank	09/04/20	1,200,000						
Cap Tex Bank	10/22/20	825,000		825,000				1,200,000
East West Bank	10/25/20	1,900,000						
East West Bank	01/14/21	825,000		825,000				1,900,000
Green Bank	03/22/21	937,000						937,000
Cap Tex Bank	04/17/21	1,308,000						1,308,000
Totals		\$ 56,115,936	\$ 865,295	\$ 32,939,152	\$ 4,353,021	\$ 7,548,022	\$ 588,206	\$ 9,822,241

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