



**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
JANUARY 22, 2024**

**GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020**



**NOTICE OF PUBLIC MEETING
OF THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
Monday, January 22, 2024, 12:00 p.m.**

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 22nd day of January 2024, at 12:00 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. Administer Oath of Office
- IV. Consider and act upon Officers for 2024 Calendar Year.
- V. 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.
- VI. * Consider and act upon approval of Minutes December 18, 2023, Meeting.
- VII. * Consider and act upon approval of accrued liabilities for December 2023.
- VIII. Citizens to be Heard.
- IX. Consider and act upon Audited Financial Statements for Fiscal Year Ending September 30, 2023.
- X. Consider and act upon a Resolution authorizing the City of Sherman to procure construction projects on the behalf of the Authority.
- XI. Consider and act upon the Guaranteed Maximum Price Five (GMP 5.00) for Garney Companies, Inc. for the City of Sherman 36-inch West Sherman Water Main Project.

- XII. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Whitewright).
- XIII. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Red River Construction Company for the City of Kaufman WWTP Improvements Project as complete.
- XIV. Consider and act upon the Agreement for Financial Advisory Services.
- XV. Consider and act upon Agreement for Bond Counsel Services.
- XVI. Discussion and possible action on reimbursement of cost for use of a personal vehicle by the General Manager for Authority Business.
- XVII. Discussion and possible action on calling a special Board Meeting for February 5, 2024.
- XVIII. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XIX. 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.

AGENDA ITEM VI

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

MONDAY, DECEMBER 18, 2023

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

Members Present: Brad Morgan, Scott Blackerby, Henry Koehler, Stanley Thomas, Ken Brawley, and Robert Hallberg

Members Absent: Donald Johnston, Kristofor Speigel, and Matt Brown

Staff: Paul Sigle, Tasha Hamilton, Stacy Patrick, Nichole Murphy, Debi Atkins, Lisa Lee, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith

Bond Counsel:

Visitors:

I. Call to Order

Board President Brad Morgan called the meeting to order at 12:00 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 requests a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes of November 13, 2023, Meeting.

V. * Consider and act upon approval of accrued liabilities for November 2023.

Board Member Scott Blackerby made the motion to approve the Consent Agenda. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

VI. Citizens to be Heard.

No citizens wished to be heard.

VII. Consider and act upon appointment of a committee for the nomination of officers for the 2024 calendar year.

Board President Brad Morgan appointed Scott Blackerby, Stanley Thomas, and Henry Koehler to the committee for the nomination of officers for the 2024 calendar year.

VIII. Presentation of The Bond Buyer's 2023 Deal of the Year Small Issuer Financing.

General Manager Paul Sigle went to New York for the awards ceremony. The Authority and City of Sherman was selected for the 2023 Small Issuer Financing Deal of the Year for the City of Sherman 2023A Bond Issuance. Mary Lawrence, City of Sherman, also attended the awards ceremony in New York City on December 5, 2023. This award is the result of the exceptional job in putting together the bond issuances by Garry Kimball and his team at Specialized Public Finance and Kristen Savant and her team at Norton Rose Fulbright.

IX.. Presentation of GFOA Certificate of Achievement.

Board President Brad Morgan informed the Board that the Government Finance Officers Association (GFOA) Certificate of Achievement is an organization comprised of public agencies, which promotes and recognizes achievements for reporting and publishing financial information. Debi Atkins, Finance Officer for the Authority has received this recognition every year beginning in 1989.

X. Consider and act upon Kiewit Water Facilities South Company's Guaranteed Maximum Price E - Backfill, F – Underground Piping & Appurtenances, G - Concrete, and H – Electrical Underground for City of Sherman's South Wastewater Treatment Plant – MBR Project.

General Manager Paul Sigle provided background information for the Board. The City of Sherman is requesting the Authority to approve Kiewit Water Facilities South Guaranteed Maximum Price E for Backfill, F for Underground Piping & Appurtenances, G for Concrete, and Alterman, H for Electrical Underground. This item is contingent upon the City's approval. Discussion was held. Board Member Stanley Thomas made the motion to approve the Guaranteed Maximum Price E - Backfill, F – Underground Piping & Appurtenances, G - Concrete, and H – Electrical Underground for City of Sherman's South Wastewater Treatment Plant – MBR Project contingent upon the City's approval. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

XI. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Lynn Vessels Construction, LLC for the City of Sherman Northwest Sewer and Force Main Project as complete.

General Manager Paul Sigle provided background information for the Board. Lynn Vessels Construction, LLC has completed the City of Sherman Northwest Sewer and Force Main Project. Board Member Scott Blackerby made the motion to approve the resolution by the Board accepting the contract with Lynn Vessels Construction, LLC for the City of Sherman Northwest Sewer and Force Main Project as complete. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Lynn Vessels Construction, LLC for the City of Sherman Northwest Lift Station Project as complete.

General Manager Paul Sigle provided background information for the Board. Lynn Vessels Construction, LLC has completed the City of Sherman Northwest Lift Main Project. Board Member Robert Hallberg made the motion to approve the resolution by the Board accepting the contract with Lynn Vessels Construction, LLC for the City of Sherman Northwest Lift Station

Project as complete. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

- XIII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Patterson Water Group for the City of Bells Water Meter Installation as complete.

General Manager Paul Sigle provided background information for the Board. Patterson Water Group has completed the City of Bells Water Meter Installation Project. Board Member Ken Brawley made the motion to approve the resolution by the Board accepting the contract with Patterson Water Group for the City of Bells Water Meter Installation as complete. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

- XIV. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Hayes Construction, LLC for the Gober MUD Waterline Improvements Project as complete.

General Manager Paul Sigle provided background information for the Board. Hayes Construction, LLC has completed the Gober MUD Waterline Improvements Project. Board Member Scott Blackerby made the motion to approve the resolution by the Board accepting the contract with Hayes Construction, LLC for the Gober MUD Waterline Improvements Project as complete. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

- XV. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Hickory Creek Special Utility District).

General Manager Paul Sigle provided background information for the Board. Hickory Creek Special Utility District has requested funding for their water system improvements project. The immediate need is funding for an elevated storage tank and water line improvements. Board Member Scott Blackerby made the motion to approve authorizing the filing of an application to the TWDB for the funds to be used for the Hickory Creek SUD's water System Improvements Project in the amount not to exceed \$7,000,000. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- XVI. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Valley View).

General Manager Paul Sigle provided background information for the Board. The City of Valley View City Council has requested assistance in obtaining funding for the Wastewater System and Wastewater Treatment Plant Improvements Project. Board Member Stanley Thomas made the motion to approve authorizing the filing of an application to the TWDB for funds to be used for the City of Valley View's Wastewater System and Wastewater Treatment Plant Improvements Project in the amount not to exceed \$5,500,000. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

- XVII. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Arledge Ridge Water Supply Corporation).

General Manager Paul Sigle provided background information for the Board. Arledge Ridge WSC has requested assistance in obtaining funding for the Water System Improvements Project. Board Member Robert Hallberg made the motion to approve authorizing the filing of an application to the TWDB for funds to be used for Arledge Ridge WSC's Water System Improvements Project in the amount not to exceed \$4,500,000. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XVIII. Consider and act upon Statements of Qualifications for Financial Advisory Services.

General Manager Paul Sigle provided background information for the Board. The TWDB informed the Authority Staff that we could begin to engage professional services for three (3) year terms as opposed to each bond issue. Requests for Qualifications were solicited and received December 6, 2023. Specialized Public Finance was the only company that responded to the Request for Qualifications solicitation. The Authority staff is very satisfied with the services they have provided. Board Member Scott Blackerby made the motion to select Specialized Public Finance as the firm to provide Financial Advisory services to the Authority. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

XIX. Consider and act upon Statements of Qualifications for Bond Counsel Services.

General Manager Paul Sigle provided background information for the Board. The TWDB requirements are the same as those for the Financial Advisory Services. Requests for Qualifications were solicited and ultimately received on December 6, 2023. Norton Rose Fulbright was the only company that responded to the Request for Qualifications solicitation. The Authority continues to be very satisfied with the services they have provided. Board Member Scott Blackerby made the motion to select Norton Rose Fulbright as the firm to provide bond counsel services to the Authority. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XX. Discussion and possible action on a policy for General Manager approving change orders.

The Board discussed a policy to delegate approval to the General Manager for certain change orders. Board Member Stanley made the motion to create a policy to allow the General Manager to approve change orders as long as (1) the change order does not increase the contract more than \$50,000 and (2) the change order does not change the content of the contract. Approved change orders by the General Manager will be provided to the Board at the next Board meeting. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

XXI. Discussion and possible action on January and February Board Meeting dates due to regular scheduled meetings occurring during holidays.

The Board discussed the dates and decided not to take any action thereby leaving the regularly scheduled meeting dates of January 15 and February 19.

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

- City of Celina discussion of interest in water access to Lake Texoma Water
- Sherman Bonds close on January 24, 2024
- Future discussions with Denison about water rights

XXIII Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Henry Koehler seconded the motion. Board President Brad Morgan declared the meeting adjourned at 12:47 p.m.

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Recording Secretary

Secretary-Treasurer

AGENDA ITEM VII

RESOLUTION NO. _____

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

The following liabilities are hereby presented for payment:	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
<u>Dues and Subscriptions</u>			
Herald Democrat (Newspaper subscription renewal 12/14/23-12/13/24)	189.00		
<u>Fuel and Reimbursements for Mileage</u>			
Nichole Sims-Murphy (Reimbursement for mileage)	56.33		
Paul Sigle (Fuel, Nov & Dec)	149.99		
Stacy Packrick (Reimbursement for mileage)	79.52		
Velma Starks (Reimbursement for mileage)	23.04		
Valero Fleet Plus (Fuel - operations vehicles)	2,052.55		
<u>Insurance</u>			
Paul Sigle (Personal Auto, Nov & Dec)	216.62		
TWCA Risk Management (Workers' compensation insurance)	511.00		
<u>Leases/Rental Fees</u>			
North Texas Regional Airport (Lease - administrative offices)	2,494.64		
<u>Legal Fees</u>			
Wynne & Smith, LLC (Agenda, Board Meeting, Nov.)	1,348.75		
<u>Maintenance Agreements</u>			
Novatech (Konika-Minolta copier, Nov & Dec)	1,291.96		
<u>Meetings and Conferences</u>			
Feast On This (BOD Lunch)	277.00		
<u>Miscellaneous</u>			
Valley View Consulting (Investing fees)	22,888.63		
<u>Postage</u>			
UPS Store (Shipping cost for BOD packets from 10/12/23based on receipts received)	50.88		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
<u>Repair & Maintenance - Building & Equipment</u>			
Diamond Computers (Installation of new computer for DA. Disposed of old hard drive, cables, new network switch)	192.85		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Auto Works Service Ctr. (2014 F150 repaired gross coolant leak, replaced thermostat, water pump, drive belt and related gaskets and seals, changed oil, fluids)	1,000.46		
Discount Tires (2019 Ford F150 purchased 2 new tires)	504.92		
Discount Tires (2014 Ford F150 purchased 4 new tires)	1,132.00		
Discount Tires (2022 Ranger purchased 4 new tires)	856.00		
Whistlestop (Oil changed for Ranger 2022, 2019 F150, 2012 F150)	357.87		
<u>Supplies</u>			
American Express (Zoom, QB Renewal, GoDaddy MS 365 email essentials renewals, Nov & Dec)	1,963.26		
<u>Utilities</u>			
ATMOS Energy (Gas)	299.06		
AT&T Mobility (Cell Phones)	81.98		
City of Sherman (Trash services, 11/24/23-12/24/23)	85.00		
Shell Energy (Electric)	329.19		
Zulty Inc.(phone lines - local & long distance)	343.49		
Nichole Murphy (Reimbursement for cell phone expenses)	25.00		
TOTAL:	\$ 39,385.99	\$ 9,281.42	\$ 27,451.77
SOLID WASTE:			
<u>Supplies</u>			
Earl Owen Automotive (L-Tank - Specialty Tank. Steel Black Ste Universal)	761.25		
TOTAL:	\$ 761.25	\$ 519.01	\$ 331.67
WASTEWATER:			
<u>Advertising</u>			
American Express (Sherman 2023 - Ad in McKinney Courier Gazette for the South WWTP MBR bid pkg BP05-001 Preselection of Underground Piping & Appurentenances)	1,312.55		
American Express (Sherman 2023 - Ad in McKinney Courier Gazette for the South WWTP MBR bid pkg BP06-001 for Concrete and Misc. Metals)	1,312.55		

	CURRENT	PRIOR MONTH	PRIOR YEAR
American Express (Sherman 2023 - Ad in McKinney Courier Gazette for the South WWTP MBR bid pkg BP04-002 for Backfill and Fine Grade)	1,326.12		
American Express (Sherman 2023 - Ad in McKinney Courier Gazette for the South WWTP MBR bid pkg BP07-001 for the Preselection of Underground Electrical)	1,475.35		
American Express (Sherman 2023 - Ad in the G'ville Daily Register for the South WWTP MBR bid pkg BP06-001 Concrete and Misc. Metals)	297.66		
American Express (Sherman 2023 - Ad in Herald Democrat for the South WWTP MBR bid pkg BP05-001 Preselection of Underground Piping & Appurenentances)	268.62		
American Express (Sherman 2023 - Ad in Herald Democrat for the South WWTP MBR bid pkg BP07-001 for the Preselection of Underground Electrical)	307.34		
American Express (Sherman 2023 - Ad in Herald Democrat for the South WWTP MBR bid pkg BP04-002 for Backfill and Fine Grade)	278.30		
Construction Contracts			
BELT Construction (Sherman 2023 - South Side Industrial Sanitary sewer PH1 Pay App #3)	682,788.81		
City of Sherman (Sherman 2020 - WWTP Primary Clarifier #1 Equipment Replacement)	622,950.73		
City of Sherman (Sherman 2022 - Shepherd Drive Sewer Extension Project)	10,114.61		
City of Sherman (Sherman 2023 - WTP Concentrate Discharge Line (Brine Line) Application Fee Permit No. WQ0005334000)	150.00		
City of Sherman (Sherman 2023 - Boundary Survey to determin ROW along Cliff Hestand Rd for roadway improve. City's sewer plant)	850.00		
City of Sherman (Sherman 2023 - Survey to determin ROW along Cliff Hestand Rd for roadway improve. City's sewer plant)	200.00		
Lynn Vessels (Sherman 2023 - Hickory Hill Offsite Water & Sanitary Sewer Improvements materials as of 9/30/23)	293,437.68		
Lynn Vessels (Sherman 2023 - Hickory Hill Offsite Water & Sanitary Sewer Improvements materials as of 10/30/23)	622,672.06		
Lynn Vessels (Sherman 2023 - Hickory Hill Offsite Water & Sanitary Sewer Improvements materials payment #4)	479,520.28		
Red River Const. (Sherman 2020 - Post Oak WTP Equalization Basin Improvements Pay App #8)	22,384.37		
Engineering Fees			
Antero (Bells 2022 - WWTP Engineering Services 65% complete)	4,606.32		
Freeman-Millican (Sherman 2019 - NW Sewer & Force Main 99% construction complete)	1,396.80		
Freeman-Millican (Sherman 2019 - 100% Final Design complete for 1st. St. to Rosedale Sewer Replacement project)	2,860.00		
Mead & Hunt (Sherman 2020 - Post Oak Equalization Basin Improvements for 10/31/23)	1,006.62		
Mead & Hunt (Sherman 2020 - Post Oak Equalization Basin Improvements for 11/30/23)	335.54		
Mead & Hunt (Sherman 2020 - Post Oak WWTP Aeration & Secondary Treatment services for 11/30/23)	3,978.75		
Plummer (Sherman 2023 - Industrial WW Support - WWTP and Water Reuse Master Plan through 10/27/23)	721,986.23		
Plummer (Pottsboro 2019 - WWTP PH2 construction phase 2 services through 10/27/23)	6,891.00		
Plummer (Pottsboro 2019 - WWTP PH2 RPR Services through 10/27/23)	5,635.00		
Spiars Engineering (Sherman 2023 - Water & WW for Hickory Hill Thoroughfare & Utility Impr. Const and final design as of 10/31/23)	240.00		
Spiars Engineering (Sherman 2023 - Water & WW for Hickory Hill Thoroughfare & Utility Impr. 60% const. phase services complete)	1,200.00		
Legal			
Wynne & Smith (Sherman 2023 - Review of Kiewitt Corp contract for Sherman S. WWTP)	406.25		
Wynne & Smith (Sherman 2023 - Researched law concerning Kiewitt Contract retainage for Sherman Public Works Contracts)	187.50		
Wynne & Smith (Sherman 2023 - WWTP (CMAR). Researched law concerning ownership & retainage issues. Review of proposed amended contract)	1,275.00		
TOTAL:	\$ 3,493,652.04	\$ 1,389,979.43	\$ 273,414.42
WATER:			
Advertising			
American Express (Sherman 2023 - Ad in McKinney Courier Gazette for Garney Material bid pkg for West Water Main Pipeline Installation)	237.23		
American Express (Sherman 2023 - Ad in Herald Democrat for Garney Material bid pkg for West Water Main Pipeline Installation)	43.56		
American Express (Sherman 2023 - Ad in Gainesville Registry for Garney Material bid pkg for West Water Main Pipeline Installation)	197.00		
American Express (Sherman 2023 - Ad in the McKinney Courier Gazette for the Lake Texoma Pump Station Electrical Procurement)	994.82		
American Express (Sherman 2023 - Ad in Herald Democrat for the Lake Texoma Pump Station Valve Procurement)	200.86		
Construction Costs			
A&B Construction (Lake Kiowa 2021 - PH4 Water Main Replacements Pay App #3)	548,514.71		
Archer Western (Sherman 2022 - WTP Expansion Pkg #1, Pay app #8)	455,198.60		
City of Sherman (Sherman 2023 - W. Water Main Railroad permit 36 Water line project)	4,968.00		
Elliot Electric Supply (Sherman 2023 - WTP equipment)	11,546.64		
Elliot Electric Supply (Sherman 2023 - WTP equipment)	16,281.27		
Freese & Nichols (Sherman 2022 - Lake Texoma Pump Station Expansion Admendment 1 through 11/30/23)	12,625.80		
Freese & Nichols (Sherman 2022 - Engineering services for Terminal Storage Reservoir as of 10/31/23)	35,535.00		
Landmark Structures (Princeton 2022 - 2.5 MG Elevated Storage Tank. Pay App #19)	65,955.84		
MVA (Sherman 2023 - WTP - 2 each Ingersoll Rand fully packaged 7.5 HP two stage T30 reciprocating compressors)	35,484.00		
MVA (Sherman 2023 - WTP, Replacement PVC Butterfly & Ball Valves with K-Tork Actuators)	141,372.00		
Patterson Professional (Bells 2022 - Meter Replacement project)	30,609.00		
Vector (Sherman 2023 - Equipment for the WTP EDR Rehab Project from 10/16/23-11/28/23)	158,916.52		
Vector (Sherman 2023 - WTP EDR Rehab Project, Promag, grounding disc / Protection disc 8 each)	1,526.24		
Vector (Sherman 2023 - WTP EDR Rehab, Meas. cable CYK10 Memosens 4 each)	1,514.40		
Engineering Fees			
CobbFendley (Lake Kiowa 2021 - Const PH 4 is 80% complete, Civil Engineering is 95% complete)	1,784.00		
Cohn & Gregory (Sherman 2023 - WTP equipment & materials, 40@ ZP U-Bolt w/4 Nuts - 3/4 in.)	252.87		
Cohn & Gregory (Sherman 2023 - WTP equipment & materials, 40@ ZP U-Bolt w/4 Nuts - 3/4 in.)	115.63		
Freeman-Millican (CGMA - General Engineering Consultation services through October 2023. Project 09136)	6,662.50		
Freese & Nichols (Sherman 2023 - Lead & Copper Rule Revision for PH2 for services through 8/31/23)	12,860.57		
Freese & Nichols (Sherman 2023 - Lead & Copper Rule Revision for PH2 for services through 10/31/23)	118,409.69		
Freese & Nichols (Sherman 2022 - Northwest & Southwest Transmission Pipeline engineering services through 10/31/23)	94,117.04		
Great Plains Consulting (Lake Kiowa 2021 - Water line project Inspection & observation services for 10/31/23)	14,740.00		
Parkhill (Sherman 2021 - Emergency power generation for Oct. 2023 engineering services)	1,045.94		
Groundwater			
American Express (NTGCD - Nov & Dec expenses)	325.38		
American Express (RRGCD - Nov & Dec expenses)	76.62		
AT&T Mobility (NTGCD - W. Parkman - cell phone)	74.98		
Allen Burks (NTGCD - cell phone reimbursement)	12.50		
Allen Burks (RRGCD - cell phone reimbursement)	12.50		
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, TWCA)	321.16		
Bank of Texas Visa (RRGCD - TWCA)	41.51		
Kenneth Elliott (NTGCD - cell phone, well monitoring equipment)	98.31		
Valero Fleet Plus (NTGCD - Fuel)	358.46		
Valero Fleet Plus (RRGCD - Fuel)	46.91		

	CURRENT	PRIOR MONTH	PRIOR YEAR
Valero Fleet Plus (CGMA - 2023 Ford F250 Truck)	118.59		
Velma Starks (NTGCD - mileage reimbursement)	20.94		
Velma Starks (RRGCD - mileage reimbursement)	31.41		
Whistlestop Car Spa (NTGCD - Oil changes, etc.)	118.43		
Zully, Inc. (NTGCD - 800 line, local & long distance)	343.47		
Zully, Inc. (RRGCD - 800 line, local & long distance)	343.47		
<u>Legal</u>			
Wynne & Smith (Lake Texoma 2010 - Review of supplemental agreement between the Secretary of the Army, NTWD and GTUA for a regional water study)	130.00		
Wynne & Smith (Princeton 2022 - Review of supplemental agreement between the Secretary of the Army, NTWD and GTUA for a regional water study)	715.00		
<u>Miscellaneous</u>			
American Express (Sherman 2023 - New York Bond Award expenses Flight, Airport parking, food for P.S.)	2,045.90		
Chapin Title (Sherman 2023 - Land purchase, Parcel 125360 -Ka'ala GST Trust)	371,359.00		
Chapin Title (Sherman 2023 - Allison Parcel #127632)	1,358,174.00		
Paul Sigle (Sherman 2023 - Uber Ride for 12/4/23 & 12/6/23 for award in New York)	149.37		
American Express - (Sherman 2023 - Plane tickets for PS to accept Small Bond Issuance Award in NY)	317.83		
TCEQ (CGMA - Water System Fee Annual Permit)	125.00		
<u>CGMA Equipment</u>			
Stewart & Stevenson (CGMA - Bloomdale emergency generator lease from 11/6/23-12/3/23)	6,489.00		
United AG & Turf (CGMA - John Deere side by side model 385M)	18,984.88		
United AG & Turf (CGMA - Big Tex Trailer Model 35SA-14)	2,750.00		
<u>CGMA Repair & Maintenance</u>			
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.00		
Liberty Sand & Gravel (CGMA - 1.5" Flex Base Hard Rock Materials for Howe)	2,210.37		
RLC Controls (CGMA - Melissa, two Eastech Vantage 544707-0001 4600 Electronics complete w/ NEMA 4X enclosure & Display)	13,220.00		
RLC Controls (CGMA - Melissa South Controls Spare Meter)	6,610.00		
The Welder (CGMA - Repair Howe Tank Flapper)	1,202.27		
Tree Solutions of Texas (CGMA - Tree Thinning at Bloomdale Pump Station)	6,500.00		
<u>Supplies</u>			
American Express (CGMA - De-icer and window treatment)	212.64		
Bemtsen International (CGMA - 125 each sign "call 800 #" decals)	708.73		
<u>CGMA Utilities</u>			
A1 Little John (CGMA - Bloomdale P.S. - Portable toilet rental from	130.44		
AT & T Mobility (CGMA - Emergency back up lines)	112.96		
North Texas Municipal Water District (Water Usage, Nov-Dec)	1,018,268.00		
Waste Connections Lone Star (CGMA - Bloomdale Pump Station trash collection)	14,339.10		
TOTAL:	\$ 4,599,186.86	\$ 5,626,141.07	\$ 3,075,236.79
GRAND TOTAL:	\$ 8,132,986.14	\$ 7,025,920.93	\$ 3,376,434.65

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

AGENDA ITEM IX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 11, 2024

SUBJECT: AGENDA ITEM NO. IX

PREPARED BY: Debi Atkins, Finance Officer

SUBMITTED BY: Paul M. Sigle, General Manager

**CONSIDER AND ACT UPON AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDING
SEPTEMBER 30, 2022**

ISSUE

Consider and act upon audit for fiscal year ending September 30, 2023

BACKGROUND

Each year the Authority Board of Directors engages the services of an independent auditing firm to perform an audit of the Authority's financial resources. This year the audit is being provided by Pattillo, Brown & Hill, LLP. The auditors performed their fieldwork at the Authority offices over the past three (3) months and are now prepared to present their findings to the Board.

CONSIDERATIONS

The statute requires that the Authority provide copies of its audit to various public agencies within 135 days of the end of its fiscal year which is February 12, 2024. In order for this to take place, it is necessary for the Board to review the audit at the January meeting.

Mr. Todd Pruitt will be present at the meeting to present the audit findings.

STAFF RECOMMENDATIONS

The staff recommends the Board of Directors, after hearing from the auditors, consider adopting the audit and authorize the dissemination to all agencies requiring a copy to be filed.

ATTACHMENTS

Digital copies of the Audit will be provided to the Board via-email prior to the meeting. Hard copies can be made available to the Board Members upon request.

AGENDA ITEM X



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 18, 2024

SUBJECT: AGENDA ITEM NO. X

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION AUTHORIZING THE CITY OF SHERMAN
TO PROCURE CONSTRUCTION PROJECTS ON THE BEHALF OF THE AUTHORITY.**

ISSUE

Consider and act upon a Resolution authorizing the City of Sherman to procure construction projects on the behalf of the Authority.

BACKGROUND

The City of Sherman's Attorney had recently questioned why construction contracts were in GTUA's name and how the contract would be enforced if there are issues with a contractor. Mike Wynne, GTUA's Attorney and the General Manager have discussed these concerns with the City of Sherman and their Attorney to discuss these concerns. The contracts have to been in GTUA's name to satisfy the bond covenants for the funding for these projects. Additional language has been added to the contract for future projects that name the City as a party and allow them to enforce the contract, if necessary, on behalf of the Authority. One concern the City Attorney had was the procurement process and the possibility a contractor could use the process to say the contract was not procured according to state law since the City was heavily involve in the procurement process. The City Attorney has asked the Authority to approve a resolution authorizing the City to procure construction projects on behalf of the Authority. This will allow the City to move forward with current projects while the City and Authority update the Water and Sewer Service contract.

CONSIDERATIONS

Mike Wynne is reviewing the issues and will provide further input at the Board Meeting.

AGENDA ITEM XI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 11, 2024

SUBJECT: AGENDA ITEM NO. XI

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON THE GUARANTEED MAXIMUM PRICE FIVE (GMP 5.00) FOR GARNEY COMPANIES, INC. FOR THE CITY OF SHERMAN 36-INCH WEST SHERMAN WATER MAIN PROJECT.

ISSUE

Consider and act upon the Guaranteed Maximum Price Five (GMP 5.00) for Garney Companies, Inc. for the City of Sherman 36-inch West Sherman Water Main Project.

BACKGROUND

The City of Sherman is executing a major infrastructure improvements program to meet the fast-growing needs of the city including industrial, commercial, and residential users. The city needs to complete certain key infrastructure projects to meet the planned industrial expansion needs of significant industrial users before 2025. At this time, this includes water treatment plant expansion, pump station, transmission pipeline, elevated storage tank, and wastewater treatment plant expansion. The City of Sherman selected Garney as Construction Manager At Risk (CMAR) for the installation of a new 36-inch diameter water main from the water treatment plant to the southern portion of the City and the construction of the concentrate discharge system from the water treatment plant to Lake Texoma. Garney has received bids for procurement for pipe, combination air valves, butterfly and transfer valves, construction survey, SWPPP, tunnels, and clearing and temp gates in March, April, and July for the 36-inch West Sherman Main and Solicitation Set 1 for the Concentrate Discharge System for pre-procurement for pumps and electrical equipment in September. Based on the proposal, Garney established a Guaranteed Maximum Price Four (GMP 4.00) and for a total amount of \$30,586,512.68.

CONSIDERATIONS

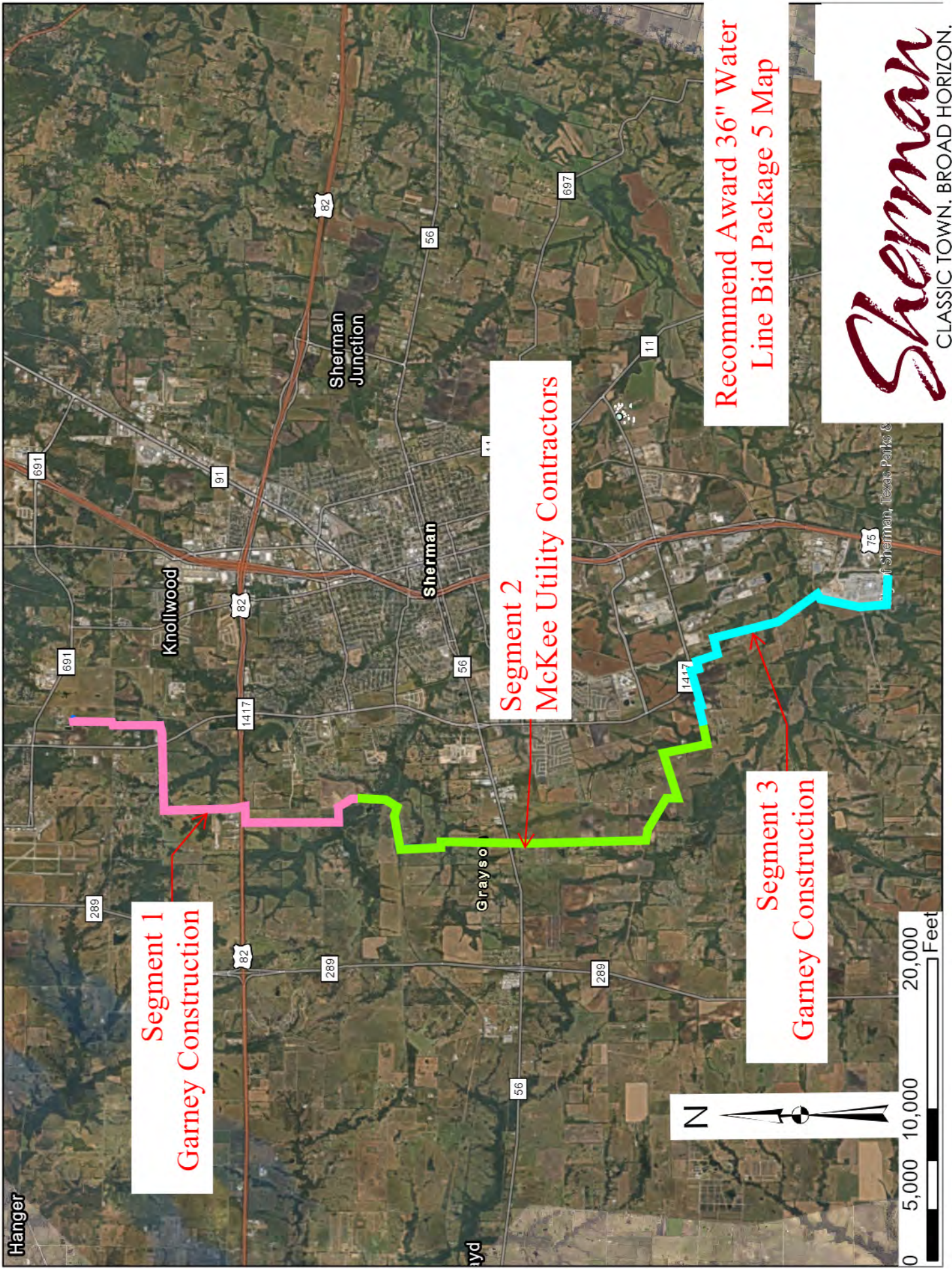
On November 30, 2023, the City of Sherman and Garney Construction received four bids for the installation of the three segments for the 36-inch West Sherman Main. The Owner's Project Team (OPT) evaluated the bids to determine the best value bidder for each segment and selected Garney Construction for Segment 1 and McKee Utility Contractors for Segment 3. The OPT conducted interviews with a shortlist of bidders for Segment 3 as the OPT had questions involving the horizontal directional drilling underneath a railroad crossing. After conducting the interviews, the OPT selected Garney Construction for Segment 3. Based on the selected bids, Garney construction is proposing a GMP 5.00 in the amount of \$47,067,422.64. The total price of the contract will increase to \$77,653,935.32.

STAFF RECOMMENDATIONS

The Authority Staff recommends authorizing the General Manager to approve GMP 5.00 for Garney in the amount of \$47,067,422.64 for a total contract amount of \$77,653,935.32. This item is contingent upon the City of Sherman approval.

ATTACHMENTS

Map
Recommendation Letter



Segment 1
Garney Construction

Segment 2
McKee Utility Contractors

Segment 3
Garney Construction

**Recommend Award 36" Water
Line Bid Package 5 Map**



December 22, 2023

Tom Pruitt, PE
City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091

Re: 36-Inch West Sherman Water Main Bid package 5.0 Pipe Installation

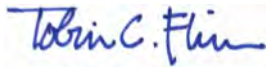
Mr. Pruitt:

On November 30, 2023, the City of Sherman and Garney Construction received four bids from prospective bidders for the project referenced above. Bidders were allowed to bid on each segment individually. A comprehensive review and evaluation were completed by the City of Sherman and the Owner's Project Team (OPT) on December 7th, 2023, each project segment was evaluated individually to determine the best value bidder for each three segments, after assessing all four bids, conducting interviews with the shortlisted bidders, the City of Sherman and the OPT decided to award each segment as outlined below:

Segment	Bidder	Score	Bid value
1	Garney Construction	97.11	\$10,065,262
2	McKee Utility Contractors	99.67	\$8,634,208
3	Garney Construction	97.11	\$14,417,104
		Total	\$33,116,574

Based on the review and evaluation of the submitted bids, Pape- Dawson recommends moving forward with the awarding of the segments as detailed above. Pape-Dawson concurs that the bids mentioned above represent the best value for each segment.

Sincerely,



Toby Flinn, PE
Program manager

Attachments:

Freese and Nicholes letter of recommendation
Garney's letter of recommendation and scoring sheet- GMP 5.0

MEMORANDUM



Innovative approaches
Practical results
Outstanding service

6136 Frisco Square Blvd, Suite 375 • Frisco, Texas 75034 • 972-624-9201 • fax 972-624-9202

www.freese.com

December 21, 2023

Tom Pruitt, PE
City of Sherman
220 W., Mulberry St.,
Sherman, TX 75091

Re: Greater Texoma Utility Authority on behalf of the City of Sherman – 36” West Sherman Water Main Bid Package 5.00

Mr. Pruitt:

On November 30th, 2023, The City of Sherman and Garney Construction received bids for Bid Package 5.00 – Pipe Installation Procurement. This bid package is for the main construction of the pipeline and was broken into three segments. Bidders were given the opportunity to bid on any combination or all three segments. Each individual segment was evaluated independently to determine the best value proposer for each of the three segments.

After initial proposal reviews, it was determined to conduct further interviews between Belt Construction and Garney Construction for segment three. The purpose of the interview was to allow the project team to discuss unique challenges on segment three with the proposers as well as the unique schedule milestone associated with this segment. These interviews were held on December 20th, 2023.

The project team discussed after the interviews and determined to award each segment as follows:

Segment	Proposer	Score	Dollar Amount
1	Garney Construction	97.11	\$10,065,262
2	McKee Utility Contractors	99.67	\$8,634,208
3	Garney Construction	97.11	\$14,417,104
		Total	\$33,116,574

Freese and Nichols concurs with awarding the segments as outlined above and is in agreement that these represent the best value proposals for each of the three segments.

Please contact me with any questions or concerns you may have regarding this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacob D. Pannell'.

Jacob D. Pannell, PE
Freese and Nichols, Inc.



Tom Pruitt, P.E.
City of Sherman
220 W. Mulberry St.
Sherman, TX 75091

12/21/2023

RE: 36" West Water Main – Amendment 5.00

Mr. Pruitt,

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility Authority (GTUA) on behalf of City of Sherman, Garney is pleased to provide the below information and attached documentation to establish the Amendment for City of Sherman – 36" West Water Main– Bid Package 5.00 – Pipeline Installation.

Garney proposes to amend the CMAR contract for this bid package at \$47,067,422.64. This Proposal includes the supply of the following scopes for the installation of the Water Pipeline. This GMP includes additional quantities for Butterfly Valves, Air Valves and Tunnel Installations that reflect the current design.

SOV 5.10 – Pipe Installation: Segment 1

SOV 5.20 – Pipe Installation: Segment 2

SOV 5.30 – Pipe Installation: Segment 3

The recommendation herein is within the estimate of the proposed GMP Documentation provided in September 2023. The total for the West Water Main CMAR totals \$76,197,002.32 inclusive of the pre-construction, procurement, and all CMAR fees. This does not include the totals, previously approved or forthcoming, for the Lift Station.

The above scopes of work will be subcontracted by Garney Construction within the requirements of the Agreement for the CMAR Project. This scope will have coordination with other procurements in previous GMP proposals. Also included in this proposal is the cost for the CMAR management.

The procurement scope included in this amendment proposal includes the above scope of supply as identified in the plans and specifications made available to Garney for the purpose of procurement. These plans and specifications are generally referred to as the "36-inch West Sherman Water Main – August 2023 – IFC (Amendment 4)" and "Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-in West Sherman Water Main – Bid Package 5.00 – August 2023."

It is possible that design revisions will be made as the project progresses from the bid documents through Construction. Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either through allowances or as a Change Order to the CMAR Contract, as directed by GTUA, City of Sherman, and in accordance with the Agreement.

This Amendment includes the Construction Manager at Risk's Fees and Expenses, the estimated Cost of the Work, and expenditures as outlined in the Contract Documents and Agreement.

Please contact Garney directly if there are any questions regarding this GMP Proposal.

Sincerely,
GARNEY COMPANIES, INC.



Sam Marston
Preconstruction Manager

CC: Toby Flinn – Pape Dawson
Bill Williams – Garney
Wayne Lee – City of Sherman
Paul Sigle – Greater Texoma Utility District

Bidding documents:

36-inch West Sherman Water Main – August 2023 – IFC (Amendment 4)
Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-in
West Sherman Water Main – Bid Package 5.00 – August 2023
Addendum 1 for Bid Package 5.00
Addendum 2 for Bid Package 5.00

**Greater Texoma Utility Authority
on behalf of City of Sherman**

36" West Sherman Water Main



Amendment 5.00
Bid Package 5.00
Material Procurement
Link to Bid Documents





Contract Documents per Bid Package 5.00

The West Water Main Bid Package 5.00 contract bid documents can be accessed via the following link. On this site, we have posted the following documents.

- IFC Drawings and Specifications
- Addendum 1
- Addendum 2

IFC Drawings and Specifications utilized at time of Bid.

To access the Bid Package 5.00 Contract Documents:

1. Navigate to the following Website: <https://www.civcastusa.com/>
2. Click "Browse Bids"
3. In the filters drop down list to the right select "All (Archives)"
4. In the filters type the project name into the dialogue box
5. Select the link to the project documents

**Greater Texoma Utility Authority
on behalf of City of Sherman**

36" West Sherman Water Main



Amendment 5.00
Bid Package 5.00
Work Procurement
Clarifications





Description of Variations, Substitutions Proposed Bid Package 5.00

1. **Specifications** (See hyperlink provided to gain access to the contract documents that accompanied Bid Package 5.00). Per this Amendment 5.00, submittal is "as per specifications" at time of Bid Package 5.00.
 - a. Qualifications and Assumptions (See Below)
 - b. Exclusions (See Below)

2. **Assumptions and Clarifications**
 - a. This is strictly procurement per plans and specifications available at time of bid.
 - b. Amendment pricing contingent upon GTUA and City of Sherman January 2024 Board Approval.
 - c. Permits are to be provided by others.
 - d. Amendment assumes access to easements throughout the duration of the project.
 - e. Amendment does not include an alternative access to the easement from roads or other thoroughfares.
 - f. Amendment does not include permits, utility encroachment agreement, etc. to be obtained by Others.
 - g. Amendment does not include continuity survey for corrosion protection, this scope is to be provided by others.
 - h. Amendment assumes water for hydrostatic testing will be provided.
 - i. Amendment includes the direct cost of work, allowances, and contingency for the scopes of Work herein as agreed upon with GTUA/City of Sherman, these costs will remain in the CMAR budget, reallocated as necessary, to complete the entirety of the project. Funds that remain unused or unallocated will be reconciled, and credited to the District, at the completion of the Contract.
 - j. Amendment does not reflect abnormal cost escalations incurred due to pandemics, changes in law or regulations by the State or Federal Government, or Global affairs that directly or indirectly affect the procurement, schedule, or construction of the conveyance system.
 - k. Amendment assumes all lands and easements will have clearance for construction in a timely manner that will not delay the Substantial Completion of the conveyance system. Contingencies have been included to consider specific areas during onsite construction.
 - l. Amendment includes GCs, Overhead Expenses, and CMAR cost of work through the Final Completion date provided. Any extension of the project and Garney's CMAR services, outside of Garney's scope of work, is excluded.

3. **Value Analysis**
 - a. Opportunities for value to the program can be negotiated based on team consensus. Items identified specifically with this bid package will be discussed, modified, and tracked through the start of construction.

4. **Allowance Schedule (Not applicable)**

5. **Schedule of Unit Prices**
 - a. As included in the schedule of values provided by the proposers.

6. **All other information (Not applicable)**

**Greater Texoma Utility Authority
on behalf of City of Sherman**

36" West Sherman Water Main



Amendment 5.00
Bid Package 5.00
Work Procurement
Concurrence of Award/Evaluation





12/21/2023

RE: Greater Texoma Utility District on behalf of City of Sherman – Bid Package 5.00

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility District on behalf of City of Sherman, Garney is providing the below information for the recommendation of award for the City of Sherman 36” West Water Main – Bid Package 5.00 – Pipe Installation Procurement. This includes the tabulation of bids received in response to the solicitation and associated scoring for each bid package.

Bid package 5.00 included the following procurement items:

SOV 5.10 – Pipe Installation: Segment 1

SOV 5.20 – Pipe Installation: Segment 2

SOV 5.30 – Pipe Installation: Segment 3

The proposals for the above bid packages were received 11/30/2023 for review and evaluation. The City, GTUA, Program Manager, and CMAR evaluated the proposals received on 12/7/2023. Neither the CMAR or any Garney personnel were included in the evaluation or scoring of proposals provided by Garney Construction. Interviews were held on 12/20/2023 to inquire more about the proposals provided clarifying specific items discussed. A consensus was made, to recommend award the above-mentioned scopes to the respective proposers.

SOV	Scope	Company	Total Awarded Points
5.10	Pipe Installation Segment 1	Garney	97.11
5.10	Pipe Installation Segment 1	Belt	90.63
5.10	Pipe Installation Segment 1	Carstensen	90.01
5.20	Pipe Installation Segment 2	Mckee	99.67
5.20	Pipe Installation Segment 2	Belt	86.70
5.20	Pipe Installation Segment 2	Garney	83.83
5.20	Pipe Installation Segment 2	Carstensen	83.70
5.30	Pipe Installation Segment 3	Garney	97.11
5.30	Pipe Installation Segment 3	Belt	96.72

City of Sherman - GMP 5.00 Summary						
BID PACKAGE	SYSTEM / CONTRACT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
BP - 5.10	COSF	Pipe Installation Segment 1	1.00	Lump Sum	\$ 10,065,262.00	\$ 10,065,262.00
BP - 5.20	COSF	Pipe Installation Segment 2	1.00	Lump Sum	\$ 8,634,208.00	\$ 8,634,208.00
BP - 5.30	COSF	Pipe Installation Segment 3	1.00	Lump Sum	\$ 14,417,104.00	\$ 14,417,104.00
BP - 2.30	COSF	Tunnel Installation	1.00	Lump Sum	\$ 584,142.00	\$ 584,142.00
BP - 1.20	COSF	Butterfly Valves	1.00	Lump Sum	\$ 32,000.00	\$ 32,000.00
BP - 1.30	COSF	Air Valves	1.00	Lump Sum	\$ 7,700.00	\$ 7,700.00
						\$ -
SUBTOTAL:						\$ 33,740,416.00
	CMAR Contract	Allowance	1.00	Lump Sum	\$ 3,374,040.00	\$ 3,374,040.00
	CMAR Contract	Extra Work Items	1.00	Lump Sum	\$ 2,438,000.00	\$ 2,438,000.00
SUBTOTAL:						\$ 5,812,040.00
TOTAL DIRECT COST OF WORK AND ALLOWANCES						\$ 39,552,456.00
	CMAR Contract	Construction Services (CMAR) GC Multiplier	6.50%	Percent	\$ 39,552,456.00	\$ 2,570,909.64
	CMAR Contract	Construction Services (CMAR) Fee	9.50%	Percent	\$ 39,552,456.00	\$ 3,757,483.32
	CMAR Contract	CMAR Contingency	3.00%	Percent	\$ 39,552,456.00	\$ 1,186,573.68
GMP 3.00 TOTAL WITH ALLOWABLE FEES						\$ 47,067,422.64

AGENDA ITEM XII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 15, 2024

SUBJECT: AGENDA ITEM NO. XII

PREPARED BY: Nichole Murphy, Project Coordinator
AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD, AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH (CITY OF WHITEWRIGHT).

ISSUE

Consider a resolution to request an application for participation by the Texas Water Development Board (TWDB) to finance the additional funds for the completion of the construction of the City of Whitewright water system improvement project.

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.

Once bidding on the projects began to take place, bids came in well over proposed budgets. It became clear that additional funding would be necessary to complete all projects without using City funds. After discussing the budget and options with the City of Whitewright, Authority Staff determined that funding through Texas Water Development Board's Drinking Water State Revolving Fund (DWSRF) would meet the needs of the City.

In 2023, Authority staff submitted a Project Information Form (PIF) to TWDB for the additional funds and in December 2023, were invited to apply for a new bond issue for the City of Whitewright.

STAFF RECOMMENDATIONS

The staff recommends that the Board authorize the submission of an application to the TWDB for funds to be used by the Authority for the City of Whitewright's Additional Funds for Water System Improvements Project in the amount not to exceed \$3,220,000.

ATTACHMENTS

Resolution
Application Affidavit
Certificate of Secretary

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Board of Directors OF THE Greater Texoma Utility Authority:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 3,220,000 to provide for the costs of Water Improvements and Additional Funds for the City of Whitewright.

SECTION 2: That Paul Sigle, General Manager be and is hereby designated the authorized representative of the Greater Texoma Utility Authority for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the Greater Texoma Utility Authority before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Garry Kimball, Specialized Public Finance
248 Addie Roy Road, Suite B-103, Austin, TX 78746-4110

Engineer: Madelyn Tadlock, KSA Engineers
8866 Synergy Drive, McKinney, TX 75070-0000

Bond Counsel: Kristen Savant, Norton Rose Fulbright
2200 Ross Avenue, Suite 3600, Dallas, TX 75201-7932

PASSED AND APPROVED, this the _____ day of _____, 20_____.

ATTEST: _____

By: _____

(Seal)

7. The Greater Texoma Utility Authority (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20 ____.

(NOTARY'S SEAL)

Notary Public, State of Texas

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Grayson §
APPLICANT GTUA/City of Whitewright §

I, the undersigned, Secretary of the Greater Texoma Utility Authority Texas,
DO HEREBY CERTIFY as follows:

1. That on the 15 day of January, 2024, a regular/special meeting of the
Greater Texoma Utility Authority was held; the duly constituted members of the
Board of Directors being as follows:

Brad Morgan, Donald Johnston, Scott Blackerby, Stanley Thomas, Ken Brawley, Matt Brown, Robert Hallberg, Henry Koehler, Kristofor Spiegel

all of whom were present at the meeting, except the following:

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority requesting
financial participation from the Texas Water Development Board; authorizing the filing of an application
for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the Board of Directors for passage and adoption. After
presentation and consideration of the resolution, and upon a motion made by _____ and
seconded by _____, the resolution was passed and adopted by the
Board of Directors by the following vote:

_____ voted "For" _____ voted "Against" _____ abstained

all as shown in the official minutes of the Greater Texoma Utility Authority for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records
of the Greater Texoma Utility Authority; the qualified and acting members of the Board of Directors on
the date of this meeting are those persons shown above and, according to the records of my office, advance notice of
the time, place, and purpose of meeting was given to each member of the Board of Directors; and that the
meeting, and the deliberations of the public business described above, was open to the public and written notice of
the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting
in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of
the _____, this the _____ day of _____, 20_____.

Secretary

(SEAL)

AGENDA ITEM XIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 11, 2024

SUBJECT: AGENDA ITEM NO. XIII

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH RED
RIVER CONSTRUCTION COMPANY FOR THE CITY OF KAUFMAN WWTP
IMPROVEMENTS 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 Red River Construction Company for the City of Kaufman WWTP Improvements Project as complete.

BACKGROUND

City of Kaufman staff contacted the Authority staff, requesting financial assistance for improvements to the City's wastewater treatment plant ("WWTP"). On February 28, 2019, Drew Satterwhite attended a City Council Retreat to discuss the process of utilizing GTUA to access and administer Texas Water Development Board ("TWDB") funding. Following this presentation, the City has requested that the Authority proceed with the pursuit of TWDB Clean Water State Revolving Fund ("CWSRF") money to fund improvements at their WWTP. This project is necessary to replace equipment that has reached the end of its useful life. Rehabilitation of WWTP to include headworks improvements, clarifier, filters, disinfection, stormwater holding basin improvements, plant lift station mixer and abandonment of old lift station. In addition, new sludge equipment is being provided to allow for increased efficiency during normal operations and to allow for emergency operations in the event of sludge equipment failure. At the March 3, 2020 meeting, the Board authorized a bond resolution in the amount of \$2,710,000. This bond series is for a 30-year term in which we received a 0.23% net interest cost.

Bids were opened May 12, 2020 and the City received nine (9) bids, with Red River Construction Company being the apparent low bidder at \$3,318,803.00. The bond issuance for this project included \$2,593,556.00 available for construction on the project, therefore a Change Order to reduce the scope/price of the contract was done simultaneous with the award of contract. In addition, the City had to contribute \$383,647.00 in order to make funds available for the award of contract. Change Order No. 1, No. 2, and No.3 reduce the contract price to \$3,091,977.51.

CONSIDERATIONS

Red River Construction Company has completed the City of Kaufman WWTP Improvements Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Red River Construction Company.

STAFF RECOMMENDATIONS

The Authority Staff recommend approving the project as complete.

ATTACHED

Closeout Resolution

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION COMPANY AS COMPLETE FOR THE CITY OF KAUFMAN WWTP IMPROVEMENTS PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Red River Construction Company for the City of Kaufman WWTP Improvements Project, and

WHEREAS, representatives of the Texas Water Development Board, the Gober MUD and the project engineer have inspected the City of Kaufman WWTP Improvements 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 Red River Construction Company as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2023 by the following vote:

AYE:

NAY:

ABSTAIN:

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

President

ATTEST:

Secretary-Treasurer

AGENDA ITEM XIV



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 11, 2024

SUBJECT: AGENDA ITEM NO. XIV

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON AGREEMENT FOR FINANCIAL ADVISORY SERVICES

ISSUE

Consider and act upon awarding financial advisory services contract for Greater Texoma Utility Authority Projects.

BACKGROUND

The Texas Water Development Board (TWDB) provides many below-market interest rate loan programs. One of the requirements of many of the TWDB programs is to solicit Request for Qualifications (RFQ) for professional services. When doing so, the TWDB requires the bond recipient to comply with their Disadvantaged Business Enterprise Program, which requires applicants and prime contractors to follow steps for procurement.

The TWDB DBE Coordinator has requested that the Authority re-solicit for bond counsel services, stating in the request for qualifications the contract period will be for three years for the services. In addition, the TWDB DBE Coordinator asked that the Authority re-solicit every three years in this manner.

Requests for Qualifications were solicited and received April 6, 2020. Specialized Public Finance was the only company that responded to the Request for Qualifications solicitation.

CONSIDERATIONS

Specialized Public Finance has provided financial advisory services to the Authority since November 2008 and the Authority staff has been very satisfied with the services they have provided.

In 2008, the Authority switched from First Southwest to Specialized Public Finance when the Authority's point of contact, Garry Kimball, left to form Specialized Public Finance. The proposed rate structure has been in place since the 1990s.

STAFF RECOMMENDATIONS

The Authority staff recommends approving the contract with Specialized Public Finance to provide Financial Advisory services to the Authority.

ATTACHMENTS

Financial Advisory Services Agreement

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the “Agreement”) is made and entered into by and between the Greater Texoma Utility Authority, Texas (“Issuer”) and Specialized Public Finance Inc. (“SPFI”) effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of SPFI to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereafter referred to collectively as “Debt”) from time to time during the period in which this Agreement shall be effective; and

WHEREAS, SPFI is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and SPFI, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I

DESCRIPTION OF SERVICES

Upon the request of the Issuer, SPFI agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to SPFI the compensation as provided in Section VI hereof.

1. Financial Planning. Provide financial planning services related to Debt plans and programs.
2. Debt Elements. Provide recommendations regarding Debt under consideration, including such elements as timing, structure, security provisions, and such other provisions as may be appropriate.
3. Method of Sale. Make a recommendation as to an appropriate method of sale, including but not limited to competitive sale, negotiated sale or private/limited offering.
4. Price Fairness. Advise the Issuer as to the fairness of the price offered by the underwriters.

5. Offering Documents. Participate in and direct, as appropriate, the preparation of the offering documents and/or assist bond counsel with same.
6. Auditors. Coordinate verification by an independent auditor of any calculations incident to the Debt, as required.
7. Printing. Coordinate all work incidents to printing of the offering documents and other documents required by Issuer.
8. Closing. Provide the Issuer a post sale/closing booklet or update for the Debt and other outstanding debt, as needed.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, SPFI agrees to make available to the Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and SPFI regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II may require further agreement as to the compensation to be received by SPFI for such services:

1. Call Defeasance and Refunding. Evaluate and advise on exercising any call defeasance and/or refunding of any outstanding Debt.
2. Capital Program Modeling. Evaluate and advise on the development of any capital improvements programs.

SECTION III CONTINUING DISCLOSURE

It is understood and agreed that the Issuer, in connection with the sale and delivery of Debt, will be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the “annual reports”) and reporting of certain specified material events (the “material events”) pursuant written undertakings of the Issuer and in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”). SPFI shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

1. This Agreement shall apply to all Debt delivered subsequent to the effective date of the continuing disclosure undertakings of Issuer and as specified in the Rule, to the extent that any particular issue of Debt does not qualify for exceptions to the continuing disclosure requirements of the Rule.

2. SPFI agrees to perform annual reporting and material event notification duties required by the undertakings of Issuer and the Rule.
3. The fees of SPFI for providing the foregoing continuing disclosure services shall be negotiated annually (not to exceed \$1,000 per similarly-secured type of Debt). The fees of SPFI for providing material event notification services shall be negotiated separately at the time such notifications may be required.

SECTION IV TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section V of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. Unless SPFI or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will automatically renew on the third anniversary of the date hereof for an additional one (1) year period and thereafter will automatically renew on each anniversary date for successive one (1) year periods under the same terms as the initial 3 year period.

SECTION V TERMINATION

This Agreement may be terminated with or without cause by the Issuer or SPFI upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate. In the event of such termination, it is understood and agreed that only the amounts due SPFI for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION VI COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to SPFI for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and SPFI, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which SPFI is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt to the purchaser.

SECTION VII
MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Proper venue for any legal action arising out of this Agreement shall be Grayson County, Texas.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and SPFI, their respective heirs, executors, personal representatives, successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Specialized Public Finance Inc.

By: _____
Managing Director

By: _____
Managing Director

Greater Texoma Utility Authority

By: _____

Title: _____

Date: _____

ATTEST:

Title

APPENDIX A

Fee Schedule:

First \$ 500,000	\$10.00 per \$1,000
(Minimum Fee - \$5,000)	
Next \$ 500,000	\$ 7.50 per \$1,000
Next \$ 4,000,000	\$ 5.00 per \$1,000
Next \$ 5,000,000	\$ 3.50 per \$1,000
Next \$10,000,000	\$ 1.95 per \$1,000
Next \$10,000,000	\$ 1.35 per \$1,000
Next \$20,000,000	\$ 1.30 per \$1,000
Next \$50,000,000	\$ 1.25 per \$1,000

Fees for any refunding issues shall be the amount shown plus 10% additional charge.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specified direction of the Issuer.

The payment of charges for financial advisory services in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between SPFI and Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable:

- Bond counsel
- Bond ratings
- Computer structuring (pursuant to SPFI internal fee schedule)
- Continuing Disclosure, as per Section III
- Credit enhancement
- Verification agent
- Official statement preparation
- Official statement printing and distribution
- Paying agent/registrar/trustee
- Travel related expenses (mileage, airfare, hotel, etc.) as requested
- Underwriter and underwriters' counsel
- Delivery, copy, conference call charges and other miscellaneous charges

The payment of reimbursable expenses that SPFI has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by SPFI.

AGENDA ITEM XV



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 11, 2024

SUBJECT: AGENDA ITEM NO. XV

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON AGREEMENT FOR BOND COUNSEL SERVICES

ISSUE

Consider and act upon awarding Norton Rose Fulbright contract to provide bond counsel services for Greater Texoma Utility Authority Projects.

BACKGROUND

The Texas Water Development Board (TWDB) provides many below-market interest rate loan programs. One of the requirements of many of the TWDB programs is to solicit Request for Qualifications (RFQ) for professional services. When doing so, the TWDB requires the bond recipient to comply with their Disadvantaged Business Enterprise (“DBE”) Program, which requires applicants and prime contractors to follow steps for procurement.

The TWDB DBE Coordinator has requested that the Authority re-solicit for bond counsel services while stating in the request for qualifications a contract period of three years for the services. In addition, the TWDB DBE Coordinator asked that the Authority re-solicit every three years in this manner.

Requests for Qualifications were solicited and received April 6, 2020. Two (2) firms responded to the Request for Qualifications, Norton Rose Fulbright, and McCall Parkhurst & Horton.

CONSIDERATIONS

Norton Rose Fulbright is the Authority’s current bond counsel and has provided bond counsel services to the Authority since our creation. The Authority continues to be very satisfied with the services they have provided.

STAFF RECOMMENDATIONS

The Authority staff recommend approving the contract with Norton Rose Fulbright to provide bond counsel services to the Authority.

ATTACHED

Bond Counsel Agreement

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
United States

Kristen Savant
Partner

Direct line +1 214 855 8072
kristen.savant@nortonrosefulbright.com

Tel +1 214 855 8000
Fax +1 214 855 8200
nortonrosefulbright.com

January 11, 2024

The Board of Directors
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

Re: Services as Bond Counsel

Gentlemen:

We are so grateful for the opportunity to continue to serve as Bond Counsel to the Authority. This letter confirms that Norton Rose Fulbright US LLP will represent the Greater Texoma Utility Authority as bond counsel in connection with the authorization, sale, and issuance of obligations (the "Obligations"). Our acceptance of that representation (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

As bond counsel, we expect to perform the following duties:

- (1) subject to completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the federal income tax treatment of interest on the Obligations;
- (2) prepare and review documents necessary or appropriate to the authorization, issuance, sale, and delivery of the Obligations, and coordinate the authorization and execution of such documents, and review;

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- (3) assist you in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the Obligations;
- (4) review legal issues relating to the structure of the Obligations; and
- (5) assist you in reviewing those sections of the official statement, private placement memorandum, or other form of offering or disclosure document which describe the terms of the Obligations and the opinion described in paragraph (1) above to be disseminated in connection with the sale of the Obligations;

The Bond Opinion will be based on facts and law existing as of its date. In rendering or Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Our engagement is to advise you with respect to legal issues only; we understand that you have engaged Specialized Public Finance, Inc. as your financial advisor, and unless otherwise instructed by you we will consult with and take direction from your financial advisor in the issuance of the Obligations. Our duties as bond counsel specifically do not include:

- (1) except as described in paragraph (5) above, or except as specifically engaged for such purpose, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (2) preparing requests for tax rulings from the Internal Revenue Service;
- (3) preparing blue sky or investment surveys with respect to the Bonds;
- (4) drafting of state constitutional amendments or preparation of authorizing legislation;
- (5) making an investigation or expressing any view of the creditworthiness of you or of the Obligations or any obligor therefor;
- (6) except if specifically engaged for such purpose, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations and, after initial delivery of the Obligations, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;
- (7) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations; or

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(8) any other matter not specifically set forth above that is not required to render the Bond Opinion.

Our Personnel Who Will Be Working on the Obligations

I will be working on the Obligations, and you may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and legal assistants, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Costs

Our fees for this engagement in the Representation will be: 1% of the principal amount of the Obligations issued up to \$500,000; 3/4 of 1% of the principal amount from \$500,001 to \$7,000,000; and 1/2 of 1% of the principal amount exceeding \$7,000,000. Our minimum fee would be \$10,000. In addition to the foregoing, we would expect reimbursement for out-of-pocket expenses incurred in the authorization, issuance and delivery of bonds, such as travel, copying, delivery, etc. in the amount of \$500.00.

The fees and expenses due to this firm would be paid out of the proceeds of the particular bond issue upon which work is done and performed. If expenses are incurred that would ordinarily be payable out of the proceeds of more than one issue of bonds, then such information would be communicated to the General Manager of the Authority and such expense would be allocated to the next three issues which relate to the purpose for which the expense was incurred.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in connection with the issuance of the Obligations. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.


Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either Greater Texoma Utility Authority or Norton Rose Fulbright US LLP.

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January 11, 2024
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Please carefully review this letter and the attached Additional Terms of Engagement. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

By: 

Kristen Savant

Greater Texoma Utility Authority agrees to and accepts this letter and the attached terms of engagement:

GREATER TEXOMA UTILITY AUTHORITY

By: _____
Title: _____
Date: _____

NORTON ROSE FULBRIGHT US LLP

Additional Terms of Engagement

This is a supplement to our engagement letter, dated January 11, 2024. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning representation of you in connection with the issuance of the Obligations described in the engagement letter. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in connection with issuance of the Obligations, please raise those questions promptly, so that we may resolve them at the outset of the Representation. Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services as Bond Counsel in connection with the Representation, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Obligations, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations.

It is further agreed that the attorney-client relationship terminates upon initial issuance of the Obligations.

Who Will Provide the Legal Services

Customarily, each client of the firm has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and legal assistants. Such delegation may be for the purpose of involving other firm personnel with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

Our Relationships With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by you of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to the Obligations develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy.

You understand that we represent many investment banking firms, commercial banks, and other parties to public finance transactions from time to time in connection with other issues, including your financial advisor and potential underwriters for your securities, and you do not object to our continued representation (in connection with other issues) of any such firm with respect to which you choose to do business in connection with issuance of the Obligations, since doing so is how we are able to gain the experience we need to represent you effectively.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel to any party in connection with the issuance of the Obligations may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel to any party in connection with the issuance of the Obligations may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in connection with the issuance of the Obligations that is the subject of this engagement or in some other matter.

Disclaimer

Norton Rose Fulbright US LLP has made no promises or guarantees to you about the outcome of the Representation or the issuance of the Obligations, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Our representation of you will not affect our responsibility to render an objective bond counsel Bond Opinion.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the matters relating to issuance of the Obligations.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or costs; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Norton Rose Fulbright US LLP to terminate the Representation. In that event, you will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the issuance of the Obligations, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the issuance of the Obligations. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services in connection with issuance of the Obligations. It is agreed that you will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation. I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when

hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

AGENDA ITEM XVI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: January 11, 2024

SUBJECT: AGENDA ITEM NO. XVI

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

DISCUSSION AND POSSIBLE ACTION ON REIMBURSEMENT OF COST FOR USE OF A PERSONAL VEHICLE BY THE GENERAL MANAGER FOR AUTHORITY BUSINESS.

ISSUE

Discussion and possible action on reimbursement of cost for use of a personal vehicle by the General Manager for Authority Business.

BACKGROUND

While reviewing the Authority's procedures for payroll and employee expenses, Lisa Lee, Senior Account, discover the Authority's reimbursement of cost related to the use of a personal vehicle by the General Manager has not been in line with IRS regulations. Since the beginning of use of a personal vehicle by the General Manager, the Authority provided a car allowance and reimbursed the General Manager for the cost of gas, car registration, and insurance. The Board will need to decide whether to move to only a car allowance or reimbursement on an accrued expense on a milage rate.

CONSIDERATIONS

The car allowance is currently \$600 per month and the cost for reimbursement of gas, insurance and registration is about \$150 per month without paying income taxes.

ADJOURN