GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
JULY 20 , 2026

GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020

AGENDA
GREATER TEXOMA UTILITY AUTHORITY
BOARD OF DIRECTORS MEETING
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
Monday, July 20, 2026, 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 20th day of July 2026, 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. Consent Agenda
* Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.

IV. *Consider and act upon approval of Minutes June 15, 2026, Meeting

V. *Consider and act upon approval of accrued liabilities for June 2026.

VI. Citizens to be Heard.

VII. Consider and act upon the resignation of Kristofor Spiegel.

VIII. Consider and act upon Resolution of Appreciation for Kristofor Spiegel.

IX. Consider and act upon appointments to the Budget and Finance Committee for fiscal year 2026-2027.

X. Consider and act upon the award of contract for the Lake Kiowa SUD Water Main Replacement Phase 5 Project.

XI. Consider and act upon the award of contract for the City of Whitewright Wastewater Treatment Plant Improvements Project.

XII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Hawk Builders LLC, for the City of Sherman Laboratory Services Building Remodel Project as complete and authorizing Change Order 4.

XIII. Consider and act upon an amendment to 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 SUD - Randolph WSC System).

XIV. Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Gober Municipal Utility District Project)", including the adoption of a resolution approving the issuance thereof and the facilities to be constructed or acquired by the Authority.

XV. Consider and act upon a Wastewater Operation agreement for the City of Van Alstyne.

XVI. Executive Session

Pursuant to Government Code, Sections 551.071 the Board of Directors may adjourn into closed Executive Session to discuss the following:

a. Consultations Between Governmental Body and Its Attorney
    i. Pending or contemplated litigation.

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

XVIII. Adjourn.

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[1]The Board may vote and/or act upon each of the items listed in this agenda.
[2]At 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.
[3]PERSONS 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 IV

MINUTES OF THE BOARD OF DIRECTORS
GREATER TEXOMA UTILITY AUTHORITY

MONDAY, JUNE 15, 2026

AT THE ADMINISTRATIVE OFFICES
5100 AIRPORT DRIVE
DENISON TX 75020

Members Present:	Stanley Thomas, Donald Johnston, Ken Brawley, Brad Morgan, Scott Blackerby, Henry Koehler, and Josh Wells
Members Absent:	Kristofor Spiegel and Matt Brown
Staff:	Paul Sigle, Stacy Patrick, Debi Atkins, Tasha Hamilton, Shelly DeLozier, and Velma Starks
General Counsel:	Mike Wynne, Wynne, Smith, and Young
Bond Counsel:	Kristen Savant, Norton Rose Fulbright

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 May 2026, Meeting.

V. * Consider and act upon approval of accrued liabilities for May 2026.

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

VI. Citizens to be Heard.

VII. Consider all matters incident and related to approving and authorizing the execution of a Principal Forgiveness Agreement with the Texas Water Development Board and related Escrow Agreement on behalf of City of Whitewright, including the adoption of a resolution pertaining thereto.

General Manager Paul Sigle informed the Board that Item VII (Principal Forgiveness Agreement) and Item VIII (Revenue Bonds Series 2026) are connected. He provided background information for the Board. Board Member Ken Brawley made a motion to approve the Principal Forgiveness Agreement contingent upon the City of Whitewright approving the same. Board Member Josh Wells seconded the motion. Motion passed unanimously.

VIII. Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (City of Whitewright Project)", including the adoption of a resolution approving the issuance of such bonds.

Board Member Scott Blackerby made a motion to approve the Revenue Bonds Series 2026. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

IX. 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 (Gober MUD).

General Manager Paul Sigle provided background information for the Board. Gober MUD Grant Fund application was not to exceed $6,000,000. Discussion was held. Board Member Ken Brawley made a motion to authorize the submission of a grant application contingent upon Gober MUD approving the same. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

X. 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 Bells).

General Manager Paul Sigle provided background information for the Board. City of Bells Grant Fund application was not to exceed $10,000,000. Board Member Scott Blackerby made a motion to authorize the submission of a grant application contingent upon the City of Bells approving the same. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XI. 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 (GTUA-CGMA).

General Manager Paul Sigle provided background information for the Board. GTUA-CGMA Grant Fund application was not to exceed $21,000,000. Board Member Donald Johnston made a motion to authorize the submission of a grant application. Board Member Josh Wells seconded the motion. Motion passed unanimously.

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 (Gastonia Scurry SUD).

General Manager Paul Sigle provided background information for the Board. Gastonia Scurry SUD Grant Fund application was not to exceed $21,000,000. Board Member Scott Blackerby made a motion to authorize the submission of a grant application contingent upon Gastonia Scurry SUD approving the same. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XIII. <u>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 Van Alstyne).</u>

General Manager Paul Sigle provided background information for the Board. City of Van Alstyne Grant Fund application was not to exceed $10,000,000. Board Member Henry Koehler made a motion to authorize the submission of a grant application contingent upon the City of Van Alstyne approving the same. Board Member Josh Wells seconded the motion. Motion passed unanimously.

XIV. <u>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 Sherman).</u>

General Manager Paul Sigle provided background information for the Board. City of Sherman Grant Fund application was not to exceed $21,000,000. Board Member Ken Brawley made a motion to authorize the submission of a grant application. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XV. <u>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 Southmayd).</u>

General Manager Paul Sigle provided background information for the Board. City of Southmayd Grant Fund application was not to exceed $10,000,000. Board Member Scott Blackerby made a motion to authorize the submission of a grant application. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XVI. <u>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 Burkburnett).</u>

General Manager Paul Sigle provided background information for the Board. City of Burkburnett Grant Fund application was not to exceed $21,000,000. Board Member Henry Koehler made a motion to authorize the submission of a grant application. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XVII. <u>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 Dorchester).</u>

General Manger Paul Sigle provided background information for the Board. City of Dorchester Grant Fund application was not to exceed $10,000,000. Board Member Josh Wells made a motion to authorize the submission of a grant application. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XVIII. <u>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</u>

the filing of an application for assistance, and making certain findings in connection therewith (Fannin County Water Supply Agency).

General Manager Paul Sigle provided background information for the Board. Fannin County Water Supply Agency Grant Fund application was not to exceed $21,000,000. Board Member Stanley Thomas made a motion to authorize the submission of a grant application. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XIX. 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).

General Manager Paul Sigle provided background information for the Board. City of Whitewright Grant Fund application was not to exceed $10,000,000. Board Member Scott Blackerby made a motion to authorize the submission of a grant application. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XX. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with BDP Industries INC., for the City of Pottsboro Dewatering Project as complete.

General Manager Paul Sigle provided background information for the Board. Board Member Ken Brawley made a motion to accept the contract with BDP Industries INC. for the City of Pottsboro Dewatering Project as complete. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XXI. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with H&H Electrical Contractors Inc., for the Gober MUD Pump Station Electrical Improvements Project as complete.

General Manager Paul Sigle provided background information for the Board. Board Member Donald Johnston made a motion to accept the contract with H&H Electrical Contractors Inc. for the Gober MUD Pump Station Electrical Improvements Project as complete. Discussion was held. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

XXII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Archer Western Construction, for the City of Sherman Lake Texoma Pump Station Expansion Project as complete.

General Manager Paul Sigle provided background information for the Board. Board Member Scott Blackerby made a motion to accept the contract with Aarcher Western Construction for the City of Sherman Lake Texoma Pump Station Expansion Project as complete. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XXIII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Kitching & Co LLC, for the City of Sherman Miscellaneous Water Line Improvements Project as complete and approve Change Order No. 1.

General Manager Paul Sigle provided background information for the Board. Change Order No. 1 reduced the contract resulting in a final contract price of $490,190.73. Board Member Scott Blackerby made a motion to accept the contract with Kitching & Co. LLC for the City of

Sherman Miscellaneous Water Line Improvements Project as complete and approve Change Order No. 1. Board Member Josh Wells seconded the motion. Motion passed unanimously.

XXIV. Executive Session

Pursuant to Government Code, Sections 551.071 the Board of Directors may adjourn into closed Executive Session to discuss the following:

a. Consultations Between Governmental Body and Its Attorney
   i. Pending or contemplated litigation.

Board Member Ken Brawley made a motion to convene into Executive Session at 12:30 p.m. Board Member Henry Koehler seconded the motion. The Board reconvened into Regular Session at 1:16 p.m. No action was taken.

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

General Manager Paul Sigle introduced Shelly DeLozier, new employee for Red River GCD and North Texas GCD education programs.

XXVIII. Adjourn

Board Member Josh Wells made a motion to adjourn. Board Member Ken Brawley seconded the motion. Board President Brad Morgan declared the meeting adjourned at 1:20 p.m.

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Recording Secretary	Secretary-Treasurer

AGENDA ITEM V

RESOLUTION NO. ________

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

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
GENERAL:				
Dues and Subscriptions				
American Express - (Intuit (49.50)GoDaddy Buisness Pro Renewal 1yr(299.76)	349.26			
Grayson Cnty Tax Assessor - (Bruce Stidham - Inspection Replacement for 2016 Ford)	7.50			
Equipment / Supplies - Contract Operation Services				
NexTraq LLC - (GPS tracking on GTUA trucks)	198.00			
Fuel and Reimbursements for Mileage				
Kristi Krider (Reimbursement for mileage)	16.11			
Tasha Hamilton (Reimbursement for mileage)	145.00			
Paul Sigle (Reimbursement for mileage)	99.54			
Stacy Pactrick (Reimbursement for mileage)	37.70			
Velma Starks (Reimbursement for mileage)	7.28			
Valero Fleet Plus (GTUA - Fuel Expense and banking fee for closing date 6/15/26)	1,658.73			
Insurance				
TWCA Risk Management (7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Commercial Property)	12,206.91			
Leases/Rental Fees				
Pitney-Bowes (Postage Meter lease for the period of 4/10/2026 - 7/09/2026)	165.54			
North Texas Regional Airport (Bldg 703 Rent and online payment fee for June 2026)	2,758.85			
Wells Fargo Finance Center (Konica Lease for the period of 5/20/2026 - 6/19/2026)	560.87			
Maintenance Agreements				
HACH Company - (Service for warranty on 2 BSPSL 1000)	1,382.00			
Meetings and Conferences				
Feast On This (BOD lunch for June 2026)	368.00			
Miscellaneous				
Bank of Texas Visa - (Hospice House - The Josie Harper Residence (103.94)	103.94			
Professional Services				
Concentra - (Physical Exam for new employee - R.D.5/22/2026)	89.00			
Final Details (Monthly janitorial service for June 2026)	585.00			
Repair & Maintenance - Building & Equipment				
Diamond Computers - (Labor on system - loss of internet after sparklight changed out modem, changed out DNS routing in router to t	285.00			
Diamond Computers - (1st User setup new machine, windows updates, install & config Google Chrome)	292.50			
DTI Voice Data, Inc. - (upgraded all computers and cell phone apps to new version to stay in zultys warranty & support & upgraded cl	300.00			
Flores Heating & Air Conditioning - (Annual Maintenance, service all units, clean and wash condensers)	660.00			
Whistle Stop Oil Change Center - (Field operator B.M. Full Synthetic oil and filter change on 2022 Ford Ranger)	70.88			
Repair & Maintenance - Administrative and Operations Vehicles				
Bank of Texas Visa - Circle Star carwash (42.00) O'Reillys(47.05) Auto Zone(21.64) PUTCO.COM(339.13)	449.82			
Discount Tire/Reinalt-Thomas Corporation - (Installation & life of tire maintenance on 4 all terrian tires for 2022 Ford Ranger)	851.08			
Fibrenew Sherman-Gainesville - (Deposit for 2012 F150 Driver seat replacement)	207.50			
Whistle Stop Oil Change Center - (Field operator N.W. Full Synthetic oil and filter change on 2019 F-150)	104.62			
Supplies				
Bank of Texas Visa - (Minute Key (19.49) Harbor Freight (29.22)	48.71			
HACH Company - (Chemkey 25 piece total Chlorine, Chemkey 25 piece mono Chloromine, Chemkey 25 piece free Ammonia)	570.09			
HACH Company - (25 Piece Chemkey Total Chlorine, 25 pc MONO-CHLOR & 25 pc F&T Ammonia, 25 Piece Dissolved Iron)	1,140.04			
Novatech Inc. - (Konica OEM Staples - SK-602)	72.00			
Telephone				
American Express - (Zulty's Inc. - Office Phone Service)	197.84			
Training				
Bank of Texas Visa - Texas Water Utilities Association Training Class N.W. (505.00)	505.00			
Utilities				
ATMOS Energy (Gas for bldg 703 for the period of 5/14/26 - 6/12/26)	114.06			
City of Denison (Water & Sewer for the period of 04/20/2026 - 05/20/2026)	424.99			
City of Sherman - (Bldg 703 Trash pick up for the period of 4/24/2026 - 5/26/2026)	89.00			
Gridmatic Retail - (Electric Service at ESI ID# 10443720004019957 for period of 6/2/26-6/8/26)	122.89			
Shell Energy - (Bldg 703 electric. For the period of 5/07/2026 - 6/02/2026)	396.12			
Sparklight (Bldg 703 internet for the periods of 05/23/26 - 06/22/26)	125.93			
Bobby Miller (Reimbursement for cell phone expenses)	25.00			
Bryan Bradley (Reimbursement for cell phone expenses)	25.00			
Nichole Murphy (Reimbursement for cell phone expences)	25.00			
Nicholas Williamson (Reimbursement for cell phone expences)	25.00			
Paul Sigle (Reimbursment for cell phone expense & internet change)	8.34			
Richard McCool (Reimbursement for cell phone expense)	25.00			
Stacy Patrick (Reimbursement for cell phone expenses)	25.00			
Tasha Hamilton (Reimbursement for cell phone expenses)	25.00			
Wayne Eller (Reimbursement for cell phone expenses)	25.00			

TOTAL:	$ 27,975.64	$ 48,070.17	$ 32,234.65	
SOLID WASTE:				
Insurance				
TWCA Risk Management Fund (7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Commercial Prope	461.82			
Supplies				
Bank of Texas Visa - (O'Reillys (20.56) Ace Hardware (8.22)	28.78			
Lowe's Business Account - (Orthene Fak BR Gran, Slide residential bolt, wasp/hornet spray, LK SPR SNP 5/16 ZN)	48.57			
Utilities				
Grayson-Collin Electric - (Electric for Landfill for Methane Flare system, Truck Barn and Diesel Storage tanks for the period of 5/13/26	266.87			
Starr Water Supply - (Landfill water. Meter # 133 for the period of 5/18/2026 - 6/18/2026)	36.18			
TOTAL:	$ 842.22	$ 315.09	$ 330.26	
WASTEWATER:				
Advertising				
American Express - (Lake Kiowa 2026 Column Herald Dem(417.12)Gainesville Daily Reg(1588.40)Column Star Local Media(1756.77	3,762.29			
Construction Contracts				
Alterman Inc. - (Sherman 2024A - Post Oak WWTP Standby Generator & Paralleling Switchgear, Pay App #3)	337,500.00			64% complete
Alterman Inc. - (Sherman 2024A - Post Oak WWTP Standby Generator & Paralleling Switchgear, Pay App #4)	1,187,682.75			86% complete
BDP Industries - (Pottsboro 2022 - WWTP Final Pay App #3 20% of Invoice 16908 and final bill change order # 1 replacement parts f	41,562.90			100% complete
GDC Industrial, Inc. - (Sherman 2024 - Post Oak WWTP - 15KV MV Loop. Pay application #11)	368,197.47			59% complete
GDC Industrial, Inc. - (Sherman 2024 - Post Oak WWTP - 15KV MV Loop. Pay application #12)	225,554.70			60% complete
Hawk Builders LLC - (Sherman 2020 CWSRF - Sherman Lab Building Remodel and Addition 100% complete)	16,620.07			100% complete
Lynn Vessels Construction, LLC - (Sherman 2024 - Crossroads Wastewater Main Extensions. Pay App #7)	77,201.84			100% complete
Red River Construction - (Sherman 2025 - SWWTP - MBR Solids Thickening Improvements Pay App #4)	164,221.62			13% complete
Engineering Fees				
Antero Group LLC - (Bells 2022 - Bells TWDB 2026)	3,933.24			
Antero Group LLC - (Bells 2022 - Bells TWDB 2026 Tier 1 Proj Advancements)	16,108.75			
Antero Group LLC - (Bells 2022 - Bells TWDB 2026 - Advanced Teir 1projects for Water & WW)	22,403.75			
Antero Group LLC - (Bells 2022 - Bells TWDB 2026 - Advanced Teir 1projects for Water & WW)	16,847.50			
Antero Group LLC - (Bells 2022 - Bells TWDB 2026 - Advanced Tier projects for Water and WW)	9,621.25			
Antero Group LLC - (Bells 2022 - Bells Water Tank - TWDB Funding for water and septic 100%)	6,688.75			
Burgess & Niple Inc - (Sherman 2025 - Downtown WW Imp - Phase 2 Service from 3/28/26 - 5/31/26)	43,635.00			
Geotex Engineering Labs, LLC - (Sherman 2023 OM Post Oak WWTP Electrical Upgrade for May 2026)	3,786.63			
Geotex Engineering Labs, LLC - (Sherman 2024A - Solids Thickening Building project services for May 2026)	2,591.63			
Pape-Dawson Consulting Engineers LLC - (Sherman 2024 - Sherman Program Management services through 4/4/26 - 5/1/26)	44,760.75			
Pape-Dawson Consulting Engineers LLC - (Sherman 2024 - Sherman Program Management services through 5/2/26 - 5/29/26)	32,953.50			
Plummer - (Sherman 2024A WWT& Water ReuseMaster Plan, South WWTP - MBR Configuration Services through 3/28/26 - 4/24/26	104,880.45			
Wade Trim inc. - (Sherman 2024A - US HWY 82 wastewater replacement project services through 5/01/2026)	385.00			
Insurance				
TWCA Risk Management - (Henrietta 2022 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Comr	914.67			
TWCA Risk Management - (Pottsboro 2022 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Com	457.34			
TWCA Risk Management - (Bells 2022 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Commerc	363.79			
Paying Agent Fees				
BLX Group LLC - (Sadler 2016 WW - Interim Arbitrage Rebate Report for the period ending 04/28/2026)	750.00			
BLX Group LLC - (Anna and Melissa 2006 - Final Arbitrage Rebate Report for period ending 6/1/26)	750.00			
BLX Group LLC - (Pottsboro 2006 WW - Final Arbitrage Rebate Report for period ending 06/01/2026)	750.00			
BOK - (Mustang 2018 CWSRF - Semi-Annual Paying agent fees - GTUAGUNTER18)	300.00			
BOK - (Mustang 2018 CWSRF - Semi-Annual Paying agent fees - GTUAGUNTER18A)	300.00			
BOK - (Krum2014 WW - Semi-Annual paying agent fees - GTUACRBS2014)	300.00			
BOK - (Krum 2014 WW - Semi-Annual paying agent fees - GTUAKRUM17)	300.00			
BOK - (Krum 2014 WW - Semi-Annual paying agent fees - GTUACOKCRB12)	300.00			
BOK - (Kaufman 2019 - Semi-Annual paying agent fees - GTUAKAUF2020)	300.00			
BOK - (Henrietta 2022 - Semi-Annual Paying agent fees - GTUAHENRIE22)	300.00			
Postage				
Federal Express - (Bells 2022 - Contract Documents sent to Hayes const, City of Bells, & Antero Group)	$ 95.50			
TOTAL:	$ 2,737,081.14	$ 403,965.69	$ 15,134,536.43	
WATER:				
Arbitrage Fees				
BLX - (Van Alstyne 2015 - Interim Arbitrage Rebate Repor for period ending 04/27/2026)	1,250.00			
United States Treasury - (Van Alstyne 2021 - Arbitrage payment)	165,647.01			
Advertising				
American Express - (Whitewright 2026 - Column Mckinney(259.38) Column Herald Dem(55.44) Gainesville Ad(222.80)	537.62			
American Express - (Lake Kiowa 2026 - Column(178.20)Column Star Media (761.35)	939.55			
Construction Costs				
Archer Western Construction LLC - (Sherman 2024A - Lake Texoma Pump Station Expansion Pay Application #17)	1,264,797.21			100% complete
BKM Production - (Sherman 2022 - Relocating flowlines that were affected by WW line coming from WTP La Cima Rd)	79,405.52			
Caldwell Tanks, Inc. - (Bear Creek 2024 - 500,000 & 2M Gallon Elevated Water Strg Tank service period 4/1/26 - 4/25/26 Pay App #1	406,856.50			2% complete
Caldwell Tanks, Inc. - (Bear Creek 2024 - 500,000 & 2M Gallon Elevated Water Strg Tank service period 4/26/26 - 5/25/26 Pay App #	586,548.52			6% complete
Drake General Contractors LLC - (Bear Creek SUD 2024 - Pump Station #2 Pay App #11)	319,425.63			53% complete
Drake General Contractors LLC - (Bear Creek SUD 2024 - Pump Station #1 Pay App #13)	359,077.54			60% complete
Garney Companies, Inc. - (Sherman 2024 - CMAR 36" NW/SW water main transmission line Pay App #27)	1,469,180.49			95% complete
H & H Electric Contractors, Inc. - (Gober 2023 - Pump Station electrical improvements. Pay App #5)	47,631.10			99% complete

H & H Electric Contractors, Inc. - (Gober 2023 - Pump Station electrical improvements. Pay App #6)	18,565.70	100% complete
Landmark Structures I, LP - (Sherman 2024 - Shepherd 2.0 MG Elevated Storage Tank Pay App #4)	698,164.51	27% complete
Red River Construction Co. - (Sherman 2023A - WTP - Las and Rapid Mix improvements Pay App #20)	274,710.88	100% complete
Engineering Fees		
Dunaway - (White Shed WSC - FM 1396 WW ET DIS engineering services period ending 5/15/2026)	7,680.24	
Freese & Nichols, Inc. - (Sherman 2022 OM - NW & SW Transmission Pipeline engineering services for 4/01/26 - 4/30/26)	3,919.28	
Freese & Nichols, Inc. - (Sherman 2024A - Shepherd 2.0 MG elevated Storage Tank for services through 4/30/2026)	10,191.15	
Freese & Nichols, Inc. - (Sherman 2024A - Shepherd 2.0 MG elevated Storage Tank for services through 5/31/2026)	12,335.98	
Freese & Nichols, Inc. - (Sherman 2024A - Sherman US-75 Phase II Utility Relocation for services through 5/31/2026)	89,631.86	
Geotex Engineering Labs, LLC - (Sherman 2024A - Shepherd Elevated Storage Tank - Testing)	2,760.25	
Huitt-Zollars, Inc. - (Sherman 2024A - Dripping Springs Waterline Replacement for services rendered through 5/02/2026)	866.25	
Huitt-Zollars, Inc. - (Sherman 2024A - Dripping Springs Waterline Replacement for services rendered through 5/30/2026)	19,706.25	
Kimley Horn & Associates Inc. - (Gainesville 2022 - Foundry Water Line Improvements. Services through 5/31/26)	472.50	
Mead & Hunt Inc. - (Sherman 2024A - Blalock Park Interceptor and sewer line improvements, services from 5/1/2026 - 5/31/2026)	8,619.02	
Parkhill, Smith & Cooper, Inc. - (Sherman 2024A - Sherman emergency power generation. services from 4/1/2026 - 4/30/2026)	6,000.00	
Plummer - (Sherman 2024A - South WWTP Phase II Expansion-Phase II Expansion - MBR Industry Support. Services through 5/22/	2,889.22	
Plummer - (Sherman 2024A - SWWTP - MBR Solid Thickening Improvements - Services through 5/22/26)	23,081.34	
Plummer - (Sherman 2024A - Primary clarifier #3 Improvements-Rehab and Grit Chamber NFPA Upgrades services through 5/22/26)	39,994.90	
Underwood Drafting & Surveying,Inc. - (Sherman 2024A - Easement Exhibits to Relocate Water Line for TXDOT's US HWY 75 expar	1,650.00	
Groundwater		
American Express (NTGCD - Lenovo USB-C(69.00)Venmo-desk(51.50)Lenovo Gen7Intel(582.14)Gainesville Daily Reg(433.10)GoDa	2,655.57	
American Express (RRGCD - Lenovo USB-C(69.00)Venmo-desk(51.50)Lenovo Gen7Intel(582.14)GoDaddy-email essen(115.00)Zulty	724.46	
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 (270.69) Amazon Computer Monitor for R.D(109.99) Home Depot(19.33) Ace Hardwa	405.41	
Bank of Texas Visa (RRGCD - Grayson Co Clerk(4.00) Amazon Computer Monitor for R.D(110.00) Home Depot(19.34)TXB6(21.64)A	167.69	
Kelley Carr (NTGCD - cell phone reimbursement)	12.50	
Kelly Carr (RRGCD - cell phone reimbursement)	12.50	
Kenneth Elliott (NTGCD - cell phone reimbursement)	12.50	
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50	
Ryan Andersen (NTGCD - cell phone reimbursement)	12.50	
Ryan Andersen (RRGCD - cell phone reimbursement)	12.50	
Rochelle Delozier (NTGCD - cell phone reimbursement)	12.50	
Rochelle Delozier (RRGCD - cell phone reimbursement)	12.50	
Rochelle Delozier (NTGCD - Mileage reimbursement)	218.96	
Rochelle Delozier (RRGCD - Mileage reimbursement)	241.42	
Paul Sigle (NTGCD - cell phone reimbursement)	8.33	
Paul Sigle (RRGCD - cell phone reimbursement)	8.33	
Paul Sigle (NTGCD - Mileage reimbursement)	511.22	
Paul Sigle (RRGCD - Mileage reimbursement)	453.82	
Valero Fleet Plus (NTGCD - Fuel Expense for closing date 6/15/26)	255.47	
Valero Fleet Plus (RRGCD - Fuel Expense for closing date 6/15/26)	76.55	
Velma Starks (NTGCD - mileage reimbursement)	23.26	
Velma Starks (RRGCD - mileage reimbursement)	25.50	
NexTraq LLC - (NTGCD - GPS tracking on 2 NT trucks)	73.90	
NexTraq LLC - (RRGCD - GPS tracking on 1 RR truck)	32.00	
Whistlestop Car Spa (NTGCD - NTGCD Field operator K.E. Full Synthetic oil and filter change on 2022 F-150)	74.76	
Legal		
Terrill & Waldrop PLLC - (Sherman 2022 - Consultation regarding sale of Valley lake water rights in LK Texoma & TCEQ Certificate o	718.75	
O&M COSTS		
FAO, USACE, Tulsa District - (LK Texoma Water Storage fee O&M 7/4/25-7/3/26 DACW56-10-WS0005)	39,754.76	
FAO, USACE, Tulsa District - (LK Texoma Water storage repair, rehab, replacement 7/4/25-7/3/26 DACW56-10-WS0005)	80,900.69	
Insurance		
TWCA Risk Management - (Gober 2023 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Commer	155.91	
TWCA Risk Management - (Van Alstyne 2021 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Co	103.94	
TWCA Risk Management - (Gainesville 2022 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Cor	228.67	
TWCA Risk Management - (White Shed WSC - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Co	322.21	
TWCA Risk Management - (North West Grayson WCID 2022 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors &	457.34	
TWCA Risk Management - (Bear Creek 2024 - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Cor	5,498.43	
Paying Agent Fees		
BOK - (Tom Bean 2017 - Semi-Annual Paying Agent Fees)	300.00	
BOK - (Tom Bean 2015 - Semi-Annual Paying Agent Fees)	300.00	
BOK - (Lake Tex WIF 2010 - Semi-Annual Paying Agent Fees - GTUACRBS10LT)	300.00	
BOK - (NWG WCID 2022 - Semi-annual paying agent fees - GTUANWGRAY22)	300.00	
BOK - (Bear Creek 2019 - Semi-Annual Paying Agent fee - GTUABEARCR19)	300.00	
BOK - (Lake Kiowa 2021 - Semi-Annual Paying Agent fee - GTUAKIOWA21)	300.00	
BOK - (Lake Kiowa 2014 - Semi-Annual Paying Agent fee - GTUALKIOWA14)	300.00	
BOK - (Lake Kiowa 2017 - Semi-Annual Paying Agent Fee - GTUALKIOWA17)	300.00	
CGMA Equipment Lease		
NexTraq LLC - (GPS tracking on CGMA truck)	33.00	
CGMA Insurance		
TWCA Risk Managmement Fund - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Commercial Pro	12,879.63	
TWCA Risk Managmement Fund - 7/1/26-7/1/27 Auto Liability, General Liabilty, Excess Liability, Errors & Omissions, Commercial Pro	457.34	
CGMA Repair & Maintenance		
Cox Services - (Installed and Connected plumbing analyzers, PRV's & booster pump and bypass created for pump, new outlet conne	4,325.05	
Enviornmental Monitoring Lab - (Special Samples for 5/12/26 15 Nitrate Nitrogen, 15 Nitrite Nitrogen 1 Bacteriological Analysis)	1,044.00	
HACH Cpmpany - (Service for warranty on BSPSL 1000)	691.00	
RLC Controls - (Communications to Howe site keeps alarming. Cat5 cable, cellular modem and PLC plugged into incorrect port on bo	607.50	
RLC Controls - (Van Alstyne - Reconnect North Tank Level, rewired & tested transmitter to PLC and SCADA)	675.00	
Texas Excavation Safety System, Inc. (CGMA - Message Fees for May 2026)	208.15	
Whistle Stop Oil Change Center - (Field Operator R.M. Oil change and filter on 2023 F-250)	94.24	
Supplies		
Bank of Texas Visa - Home Depot(310.72) Midway Lock&Key(17.93) Presco Polymers(389.16) JBS Express Stone(270.63) Minute Ke	1,007.93	
Brenntag Southwest - (55 G-PDRM - 8 Units of Sodium Hypochlorite 10% NSF)	2,606.11	
Brenntag Southwest - (55 G-PDRM - 12 Units of Sodium Hypochlorite 10% NSF)	3,797.92	

HACH Company - (Chemkey 25 piece total Chlorine, Chemkey 25 piece mono Chloromine, Chemkey 25 piece free Ammonia Frieght	600.21		
HACH Company - (25 Piece Chemkey Total Chlorine, 25 pc MONO-CHLOR & 25 pc F&T Ammonia, 25 Piece Dissolved Iron)	1,140.05		
HD Supply - (Tusk Trimmer Line, 10 pk Earplugs, 3M Pro Face Shield, 4X100 Corex Drain Pipe Solid	211.91		
HD Supply - (Orthomax Weed Kill 1Gallon)	38.93		
Lowes Buisness Account - (Couplings, brass barb, hose clamps, 60lb concrete, metric HEX nut, husky 2 pk, circuit breaker)	153.87		
CGMA Utilities			
Allied Universal Technology Services - (Cloud Storage service for 7 camera systems. Services through 4/1/25 - 6/30/26)	3,748.38		
AT&T Mobility (CGMA - Cradle Point lines for Bloomdale Pump Station SCADA for the period of 6/8/26-7/7/26)	781.48		
AT&T U-Verse (Internet service for Bloomdale pump station for the period of 5/29/26 - 6/28/26)	69.89		
AT&T Fiberoptics - (Bloomdale pump station monthly charges 6/7/26-7/6/26 & Installation of fiber lines at Bloomdale PS (overcharges	3,580.54		
Gridmatic Retail - (Electric Service at ESI ID#10443720008612559 for period of 6/2/26 - 6/16/26)	16,612.48		
North Texas Municipal Water District (June 2026 take or pay)	831,030.00		
Paul Sigle (Reimbursement for mileage)	40.31		
Shell Energy - (Bloomdale Pump Station electricity for period of 5/15/2026 - 6/02/2026)	14,059.18		
Fontier Waste - McKinney (CGMA - Bloomdale Pump Station trash disposal for the period of June 2026)	115.82		
Valero (CGMA - Fuel Expense for closing date 6/15/26)	1,506.38		
TOTAL:	$ 6,794,377.66	$ 5,304,308.91	$ 7,103,807.94
GRAND TOTAL:	$ 9,560,276.66	$ 5,756,659.86	$ 22,270,909.28

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 VIII

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **July 15, 2026**

SUBJECT: **AGENDA ITEM NO. VIII**

PREPARED BY: Stacy Patrick, Project Manager
SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON RESOLUTION OF APPRECIATION FOR KRISTOFOR SPEIGEL

ISSUE
Consider and act upon a Resolution of Appreciation for Kristofor Speigel for service on the GTUA Board of Directors from June 2023 to June 2026.

BACKGROUND
Kristofor Speigel was chosen as a representative by the City of Denison to serve on the GTUA Board of Directors from June 2023 to June 2026.

STAFF RECOMMENDATIONS
The staff recommends the Board approve a Resolution of Appreciation for his service and present him with a plaque.

ATTACHMENTS
Appreciation Resolution

RESOLUTION NO. _______

GREATER TEXOMA UTILITY AUTHORITY

A RESOLUTION BY THE GREATER TEXOMA UTILITY AUTHORITY RECOGNIZING

Kristofor Spiegel

WHEREAS, the Greater Texoma Utility Authority wishes to recognize

Kristofor Spiegel

for contributing toward furthering economic development of this area and for helping to promote effective planning and utilization of water and other resources by faithfully participating in the activities of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE GREATER TEXOMA UTILITY AUTHORITY THAT: the Authority conveys its sincere appreciation and gratitude to

Kristofor Spiegel

for leadership provided to the Authority and its member cities.

On motion of _____________________________, seconded by _____________________________, the foregoing Resolution was passed and approved on this the _________ day of _____________________, 2026, by the following vote:

AYE: NAY: ABSTAIN:

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: **July 15, 2026**

PREPARED BY: Stacy Patrick, Sr, Project Manager
SUBMITTED BY: Paul Sigle, General Manager

SUBJECT: **AGENDA ITEM NO. IX**

CONSIDER APPOINTMENT OF A BUDGET AND FINANCE COMMITTEE FOR FY 2026-2027

ISSUE
Establishment of budget and finance committee for FY 2026-2027 fiscal year

BACKGROUND
Each year around this time the Authority has appointed a budget and finance committee to prepare a budget for the Authority to follow during its subsequent fiscal year. The new fiscal year will begin on October 1, 2026, and extend through September 30, 2027.

OPTIONS/ALTERNATIVES
The Board has the option to appoint a budget and finance committee to make recommendations to develop a budget for the Board to consider at its September meeting. The Board could also choose to review the budget as a whole.

STAFF RECOMMENDATIONS
The staff recommend the budget and finance committee be appointed to work with staff in preparing a preliminary budget to be presented to the Board at the September meeting.

AGENDA ITEM X

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **July 15, 2026**

SUBJECT: **AGENDA ITEM NO. X**

PREPARED By: Stacy Patrick, Project Manager
SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR LAKE KIOWA SUD WATER MAIN REPLACEMENT PHASE 5 PROJECT.

ISSUE
Consider and act upon the award of contract for Lake Kiowa SUD Water Main Replacement Phase 5 Project.

BACKGROUND
Lake Kiowa Special Utility District reached out to the Authority about funding projects for waterline improvements. After discussing the need and timeframe of the projects, the Authority determined that an open market bond issuance was the best course of action to meet the needs of the District. The Bond issuance will include $6,610,000 for the Phase 5 Waterline Improvements Project. The issuance will include funds for construction only and Lake Kiowa SUD is using local funds for engineering costs.

CONSIDERATIONS
Three bids were received and read aloud on July 8, 2026, at 11:00 A.M.

BIDDER	BID AMOUNT
BLACKROCK CONSTRUCTION	$4,817,880.00
SKYBLUE UTILITIES	$5,485,343.64
PITTARD CONSTRUCTION COMPANY	$6,120,641.00

STAFF RECOMMENDATIONS
Lake Kiowa SUD is having a special meeting on Friday 7/17/26 to discuss the award. A recommendation will be provided at GTUA Board Meeting.

ATTACHMENT
Recommendation of Award
Bid Tabulation

July 14, 2026

Greater Texoma Utility Authority
c/o Mr. Paul Sigle
5100 Airport Drive
Denison, TX 75020

Lake Kiowa Special Utility District Board of Directors
c/o Mr. Rodney Brown, General Manager
133 Kiowa Dr S
Lake Kiowa, TX 76240

RE: **Lake Kiowa Water Main Replacements Phase 5**

Dear Mr. Sigle and Mr. Brown,

Bids were received for the above referenced project on Wednesday, July 8, 2026 at 11:00 am. Three bids were received; all contractors provided the required bidding materials and their bids were opened and read aloud at the Lake Kiowa Special Utility District office and via Teams.

The project bid consists of the replacement of approximately 25,800 LF of asbestos cement (AC) water mains and services with high density polyethylene (HDPE) pipe by a combination of horizontal directional drilling and open trench methods; the installation of new fire hydrants, fire hydrant service lines and water appurtenances; and abandoning (in place) portions of the existing AC mains that are to be replaced as part of this Project. All disturbed areas will be resodded.

The low bid was submitted by Blackrock Construction of Mansfield, Texas in the amount of $4,817,880.00. A bid bond was submitted for 5% of the total amount as required by the bid documents. We recommend award of the project to Blackrock Construction based upon the evaluation of their bid and the reference checks. The contract documents require that this project be completed within 540 consecutive calendar days after the issuance of the Notice to Proceed.

If the Boards approve, the Contractor shall commence work after the execution of all contract and bond forms, receipt of insurance certificates and issuance of a Notice to Proceed. A pre-construction conference shall be conducted on site with the contractor, Lake Kiowa SUD personnel, GTUA, and our engineers. If you have any questions on this matter, please feel free to contact me at (972) 335-3214.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Michael Duval, P.E.
Senior Project Manager

LAKE KIOWA SUD

WATER LINE REPLACEMENTS
PHASE 5

BID OPENING SUMMARY

Bid Opening
Date: 07/08/26
Time: 11:00 AM
Location: Lake Kiowa SUD Office
By: Michael Duval, CobbFendley

	BIDDER	Acknowledgement of Addenda (P-1)	Bid Form (P-2 to P-14)	Proposal Summary Statement (P-15)	Experience Record (P-16)	Bid Signature Page (P-17)	Statement of Bidder's Qualifications (P-18, 19)	Insurance and Bonding Requirements (Section IR-1)	Bid Bond	Percent of contract that will be self-performed	References			BID AMOUNT	NOTES
1	Blackrock Construction	X	X	X	X	X	X	X	X	65%	X			$ 4,817,880.00	Insurance certificate provided expired 2/21/26
2	Skyblue Utilities, Inc.	X	X	X	X	X	X	X	X	100%	X			$ 5,485,343.64	Insurance expires 7/18/26. Bid signature page is signed, but neither check or bond % is filled out; however, bid bond is included
3	Pittard Construction Company	X	X	X	X	X	X	X	X	95%	X			$ 6,120,641.00	No insurance certificate provided
4															
5															
6															
7															
8															
9															
10															

AGENDA ITEM XI

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **July 14, 2026**

SUBJECT: **AGENDA ITEM NO. XI**

PREPARED BY: Stacy Patrick, Sr. Project Manager
SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON AUTHORIZATION FOR GENERAL MANAGER TO ADVERTISE FOR BIDS FOR CITY OF WHITEWRIGHT WASTEWATER SYSTEM IMPROVEMENTS PROJECT.

ISSUE
Authorization for General Manager to advertise for bids for the City of Whitewright Wastewater System Improvements Projects.

BACKGROUND
The City of Whitewright requested the Authority's assistance in financing and constructing improvements to the City's wastewater treatment plant (WWTP"). The Authority staff pursued the Texas Water Development Board's ("TWDB") Clean Water State Revolving Fund ("CWSRF") for this project.

CONSIDERATIONS
The City of Whitewright received 4 bids on June 4th, 2026. The following is a summary of the bids received:

Bidder	Base Bid
Gracon Construction Inc.	$6,769,360.00
Rey-Mar Construction	$6,847,972.00
GCD Industrial, Inc.	$7,267,238.45
Drake General Contractors	$ 7,997,000.00

Kimley-Horn has reviewed the low bidder's qualifications. Based on these reviews, it appears that Gracon Construction, Inc. is the lowest responsive and responsible bidder for the project.

The lowest bidder is over the remaining fund available, and the City of Whitewright is working on additional local funds to fund the project

STAFF RECOMMENDATIONS
Staff recommend authorizing the General Manager to award a contract to Gracon Construction Inc. in the amount of $6,769,360.00 contingent upon the approval of the City of Whitewright and the deposit of the additional local funds to fund the full cost of the project.

ATTACHMENTS
Recommendation Letter
Bid Tabulation

July 13, 2026 *via email*

Mayor Sarah Beth Owen
City of Whitewright, TX
206 W Grand Ave
Whitewright, TX 75491

RE: ***City of Whitewright – CWSRF Wastewater Treatment Plant Improvements***

Dear Mayor Owen:

On June 4, 2026, the City of Whitewright received bids for the Wastewater Treatment Plant Improvements project, a total of four (4) bids were received. The following is a summary of the received bids:

Bidder	Base Bid
Gracon Construction Inc.	$ 6,769,360.00
Rey-Mar Construction	$ 6,847,972.00
GDC Industrial, Inc.	$ 7,267,238.45
Drake General Contractors	$ 7,997,000.00

Based upon the evaluation of the bids received, Gracon Construction Inc.is the apparent low bidder for this project.

Kimley-Horn has reviewed the low bidder’s qualifications. Based on these reviews, it appears that Gracon Construction, Inc. is the lowest responsive and responsible bidder for the project. Kimley-Horn can find NO reason to disqualify Gracon Construction Inc. from receiving a contract award.

Enclosed is a copy of the bid tabulation for your reference.
Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

David Perkins, P.E.

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

David Perkins, P.E. 6/04/2026

Owner:	City of Whitewright
Job No.:	64647100
Project:	Whitewright CWSRF Water Treatment Plant Improvements
Date:	June 4, 2026

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4	
				Rey-Mar Construction		Gracon Construction Inc		Drake General Contractors		GDC Industrial, Inc	
Item No.	Item Description	Quantity	Unit	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
Project Base Bid											
1	Mobilization, Bonds, and Insurance	1	EA	$ 360,300.00	$ 360,300.00	$ 338,000.00	$ 338,000.00	$ 350,000.00	$ 350,000.00	$ 264,203.28	$ 264,203.28
2	Miscellaneous Sitework and Grading	1	EA	$ 118,500.00	$ 118,500.00	$ 196,500.00	$ 196,500.00	$ 925,000.00	$ 925,000.00	$ 611,255.96	$ 611,255.96
3	Headworks Diversion Box Structural Work	1	EA	$ 50,700.00	$ 50,700.00	$ 18,700.00	$ 18,700.00	$ 85,000.00	$ 85,000.00	$ 76,229.74	$ 76,229.74
4	Headworks Diversion Box Mechanical Equipment	1	EA	$ 60,000.00	$ 60,000.00	$ 40,000.00	$ 40,000.00	$ 350,000.00	$ 350,000.00	$ 43,688.01	$ 43,688.01
5	Lift Station Wet Well and Valve Vault	1	EA	$ 1,075,000.00	$ 1,075,000.00	$ 763,000.00	$ 763,000.00	$ 1,219,390.00	$ 1,219,390.00	$ 514,606.31	$ 514,606.31
6	Lift Station Submersible Pumps	2	EA	$ 124,000.00	$ 248,000.00	$ 141,000.00	$ 282,000.00	$ 100,000.00	$ 200,000.00	$ 115,696.51	$ 231,393.02
7	Disk Filter Structural Concrete Work	1	EA	$ 94,000.00	$ 94,000.00	$ 78,000.00	$ 78,000.00	$ 170,000.00	$ 170,000.00	$ 205,632.93	$ 205,632.93
8	Disk Filter Mechanical Equipment	1	EA	$ 1,275,700.00	$ 1,275,700.00	$ 1,512,000.00	$ 1,512,000.00	$ 1,600,000.00	$ 1,600,000.00	$ 966,393.64	$ 966,393.64
9	Clarifier Structural Concrete Work	1	EA	$ 480,000.00	$ 480,000.00	$ 487,000.00	$ 487,000.00	$ 440,000.00	$ 440,000.00	$ 1,133,322.71	$ 1,133,322.71
10	Clarifier Mechanical Equipment	1	EA	$ 890,000.00	$ 890,000.00	$ 1,009,000.00	$ 1,009,000.00	$ 410,000.00	$ 410,000.00	$ 692,007.62	$ 692,007.62
11	Chlorine Contact Basin Structural Work	1	EA	$ 280,000.00	$ 280,000.00	$ 137,000.00	$ 137,000.00	$ 230,000.00	$ 230,000.00	$ 385,963.10	$ 385,963.10
12	Chlorine Contact Basin Mechanical Equipment	1	EA	$ 185,000.00	$ 185,000.00	$ 134,500.00	$ 134,500.00	$ 345,000.00	$ 345,000.00	$ 312,312.85	$ 312,312.85
13	Chlorine Dosing Room Improvements	1	EA	$ 72,000.00	$ 72,000.00	$ 45,000.00	$ 45,000.00	$ 45,000.00	$ 45,000.00	$ 268,281.75	$ 268,281.75
14	Yard Piping and Appurtenances	1	EA	$ 690,000.00	$ 690,000.00	$ 883,000.00	$ 883,000.00	$ 535,000.00	$ 535,000.00	$ 467,816.30	$ 467,816.30
15	Yard Hydrant and Yard Hydrant Leads	5	EA	$ 13,000.00	$ 65,000.00	$ 5,000.00	$ 25,000.00	$ 9,000.00	$ 45,000.00	$ 4,292.51	$ 21,462.55
16	Electrical, Instrumentation and Controls	1	EA	$ 762,000.00	$ 762,000.00	$ 735,000.00	$ 735,000.00	$ 975,000.00	$ 975,000.00	$ 996,572.80	$ 996,572.80
17	Trench and Excavation Safety	1,370	LF	$ 7.00	$ 9,590.00	$ 10.00	$ 13,700.00	$ 13.00	$ 17,810.00	$ 32.84	$ 44,990.80
18	Comply with TPDES Construction General Permit TXR150000 for Storm Water Pollution Prevention	1	EA	$ 19,000.00	$ 19,000.00	$ 13,300.00	$ 13,300.00	$ 5,500.00	$ 5,500.00	$ 1,543.94	$ 1,543.94
19	Waterline Sterilization and Pressure Testing	1	EA	$ 20,500.00	$ 20,500.00	$ 24,000.00	$ 24,000.00	$ 13,000.00	$ 13,000.00	$ 7,500.00	$ 7,500.00
20	Seed and Fertilize Disturbed Areas	1	EA	$ 57,700.00	$ 57,700.00	$ 11,000.00	$ 11,000.00	$ 13,000.00	$ 13,000.00	$ 10,000.00	$ 10,000.00
21	Gravel Pavement Repair	206	SY	$ 97.00	$ 19,982.00	$ 65.00	$ 13,390.00	$ 50.00	$ 10,300.00	$ 41.00	$ 8,446.00
22	Asphalt Pavement Removal	11	SY	$ 1,100.00	$ 12,100.00	$ 520.00	$ 5,720.00	$ 500.00	$ 5,500.00	$ 100.00	$ 1,100.00
23	Project Sign	1	EA	$ 2,900.00	$ 2,900.00	$ 4,550.00	$ 4,550.00	$ 7,500.00	$ 7,500.00	$ 2,515.14	$ 2,515.14
PROJECT BASE BID TOTAL					$ 6,847,972.00		$ 6,769,360.00		$ 7,997,000.00		$ 7,267,238.45

*Denotes items corrected by engineer to reflect unit bid price and quantity calculation discrepencies.

AGENDA ITEM XII

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **July 15, 2026**

SUBJECT: **AGENDA ITEM NO. XII**

PREPARED BY: Tasha Hamilton, Project Manager
SUBMITTED BY: Paul Sigle, General Manager

CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HAWK BUILDERS LLC, FOR THE CITY OF SHERMAN LABORATORY SERVICES BUILDING REMODEL PROJECT AS COMPLETE AND AUTHORIZING CHANGE ORDER NO. 4.

ISSUE
Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Hawk Builders LLC, for the City of Sherman Laboratory Services Building Remodel Project as complete and authorizing Change Order 4.

BACKGROUND
Originally, the funds from the 2020 CWSRF bond issue were designated for the construction of a Brine Line Project to transport the waste from the City's Water Treatment Plant to Post Oak Wastewater Treatment Plant. The completion of the Concentrate Discharge Project made the need for the Brine Line obsolete. The City decided to reallocate these funds to support the construction of an addition and remodel of the Laboratory Services Building located at the Post Oak Wastewater Treatment Plant. This project was essential to ensure compliance with TCEQ requirements for an on-site certified laboratory.

CONSIDERATIONS
Change Order No. 4 is the last change order for the project and reduces the contract price by $1,200.00 for a revised final contract price of $2,708,137.83.

Hawk Builders LLC has completed the City of Sherman Laboratory Services Building Addition & Remodel Project. The City of Sherman Engineering Department completed the final inspection and has accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Hawk Builders, LLC.

STAFF RECOMMENDATIONS
The Authority Staff recommend approving Change Order No. 4 and accepting the project as complete. The City of Sherman has accepted the project as complete.

ATTACHMENTS
Close out Documents
Change Order 4

TEXAS WATER DEVELOPMENT BOARD

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

December 5, 2025

Mr. Paul Sigle
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Re: Greater Texoma Utility Authority
Greater Texoma Utility Authority / City of Sherman 2020 Wastewater System Improvements
TWDB Project No. 73846
CID 04 – Laboratory Upgrade/Addition
Change Order No. 01 – Approval

Dear Mr. Sigle:

The Texas Water Development Board has completed review of the submitted documents for Change Order No. 01 for the above-referenced project. Change Order No. 01 was issued to adjust the storm line to clear an existing water line found during construction.

Change Order No. 01 has been reviewed and is approved as of this date.

Change Order No. 01 modified sheet 5 of the drawings.

This change order and the changes in the project's cost are reflected in the table below.

	TWDB Funds	***Local Funds***	***Total Funding***
Original Contract	$2,679,183.00	$0.00	$2,679,183.00
Change Order No. 01	$3,880.02	$0.00	$3,880.02
Revised Contract	**$2,683,063.02**	**$0.00**	**$2,683,063.02**

The contract completion time was not modified by this change order.

Our Mission
Leading the state's efforts in ensuring a secure water future for Texas

Board Members
L'Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member

Bryan McMath, Executive Administrator

Should you have any questions, you may contact me at (512) 475-1752 or by email at kevin.liang@twdb.texas.gov. You may also contact Joe Koen, Team Manager, at (512) 936-8169.

Sincerely,

Kevin Liang, P.E.
Project Engineer, Team 3 – Northeast Region
Water Supply & Infrastructure

KL/ds

Enclosure: Approved Change Order No. 01

c w/o enc: Stacy Patrick, Greater Texoma Utility Authority, stacyp@gtua.org
Nichole Murphy, Greater Texoma Utility Authority, nichole@gtua.org

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

April 28, 2026

Mr. Paul Sigle
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Re: Greater Texoma Utility Authority
City of Sherman 2020 Wastewater System Improvements
TWDB Project No. 73846
CID 04 – Laboratory Upgrade/Addition
Change Order Nos. 2 and 3 Approval

Dear Mr. Sigle:

The Texas Water Development Board has reviewed the submitted documents for Change Order Nos. 2 and 3 for the above-referenced project.

Change Order No. 2 was issued to add an additional 3-inch – 6-inch of grading. Change Order No. 2 is approved as of this date.

Change Order No. 3 was issued for the following:

- Modify the electrical system to provide power to equipment in Micro Lab and Solids Lab;
- Remove the 4-ton AC condenser from the plan set since it was installed under a separate contract;
- Remove the pass-through cabinet from plan set;
- Replace existing carpet at workstation 124 and 136;
- Patch and pain existing walls;
- Install a faucet in conference room 105 and pretreatment wet lab 147; and
- Remove site gate controller from plan set as it will be installed under a separate contract.

Change Order No. 3 is approved as of this date.

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Board Members
L'Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member

Bryan McMath, Executive Administrator

Change Order No. 2 modified sheet C3.2 of the drawings. Change Order No. 3 modified sheet E2.2 of the Power plans, sheet M1.2 HVAC plan, sheet A6.2 Drawing 2, sheet A7.5 Floor Finishes Plan, sheet A5.1 Finish Schedule, sheet P1.1, sheet P1.3, and sheet E1.2.

These change orders and the changes in the project's cost are reflected in the table below.

	TWDB Funds	***Local Funds***	***Total Funding***
Original Contract	$2,280,766.88	$0.00	$2,679,183.00
Previous Change Orders	$0.00	$3,880.02	$3,880.02
Change Order No. 2	$0.00	$8,780.00	$8,780.00
Change Order No. 3	$0.00	$12,149.16	$12,149.16
Revised Contract	**$2,280,766.88**	**$24,809.18**	**$2,703,992.18**

The contract completion time was not modified by these change orders.

Should you have any questions, you may contact me at (512) 475-1752 or by email at kevin.liang@twdb.texas.gov. You may also contact Joe Koen, Team Manager, at (512) 936-8169.

Sincerely,

Kevin Liang, P.E.
Project Engineer, Team 3 – Northeast Region
Water Supply & Infrastructure

KL/ds

Enclosures: Approved Change Order Nos. 2 and 3

c w/enc: Stacy Patrick, Greater Texoma Utility Authority, stacyp@gtua.org
Nichole Murphy, Greater Texoma Utility Authority, nichole@gtua.org

CHANGE ORDER NO. 4

Project:	Sherman Laboratory Services Building Addition & Remodel	Date: 4/28/2026
Owner:	Greater Texoma Utility Authority for City of Sherman	TWDB Project No. 73846 CID 04
Contractor:	Hawk Builders, LLC	Contractor Project No. 24-005
Engineer:	Freeman-Millican, Inc.	Engineer Project No. 20022

This change order forms a part of the Contract Documents and modifies the original Project Manual and/or Drawings dated NOVEMBER 2024 as noted below. The Contractor is hereby authorized, subject to the Contract provisions, to make the following changes:

1. Refer to Sheet E2.2 Power Plan – Remodel. Modify electrical system per attached Excerpt from Sheet E2.2 to:
    a. Relocate existing electrical outlet and conduit in Mechanical Room 134A.
    b. Move existing 120V thermostat in attic to prevent it being isolated by installation new sound isolating walls and ceiling above Mechanical Room 129.
    c. Move existing quadriplex receptacle to surface of new sound isolating wall around Mechanical Room 129.
    d. Relocate existing duplex receptacle to prevent it being isolated by new return air plenum in Mechanical Room 149.
    e. Relocate existing junction box to prevent it being isolated by new ceiling of Mechanical Room 149.
2. Refer to Sheet M1.2 HVAC Plan – Remodel. Extend existing natural gas supply line to relocated HVAC Furnace F-2.
3. Refer to Sheet C1.1 Demolition Plan. Underground electrical service to new parking canopy from existing building was damaged by Owner's vendor. Replace conductors and repair conduit. .
4. Refer to Sheet A5.1 Schedules, Interior Room Sign Schedule. Deduct cost of room signage. The Owner does not require these signs.

Original Contract Amount:	$2,679,183.00
Net Additions & (Reductions) Previous Change Orders:	$24,809.18
Change Order No. 4	
Relocate Electrical Conduit in Ceiling of Mechanical Room 134A.	$491.00
Relocate Electrical Outlet in Mechanical Room 134A.	$245.00
Move 120V thermostat out 3" to accommodate for new wall added to mechanical Room 129.	$293.00
Relocate quad outlet out 3" to new wall around mechanical Room129	$275.00
Remove plug under HVAC stand in Mechanical Room 149	$655.00
Relocate junction box above new hard lid ceiling in Mechanical Room 149.	$325.00
Relocate gas line to HVAC unit.	$750.00
Dig up broken electrical pipe and refeed power to carport for damage caused by owner vendor.	$1,825.00
Deduct room signage.	($1,200.00)
Subtotal:	$3,659.00
Overhead & Profit (%10)	365.90
Bonding Fee (3%)	$120.75
Addition or (Reduction) Change Order No. 4:	$4,145.65
Revised Contract Amount:	**$2,708,137.83**

Original Contract Time:	365 Days
Net Extensions & (Reductions) Previous Change Orders:	0 Days

Extension or (Reduction) this Change Order:	0 Days
Revised Contract Time:	**365 Days**

Recommended: ______________________________ 04/28/2026

Engineer: Freeman-Millican, Inc. — Date

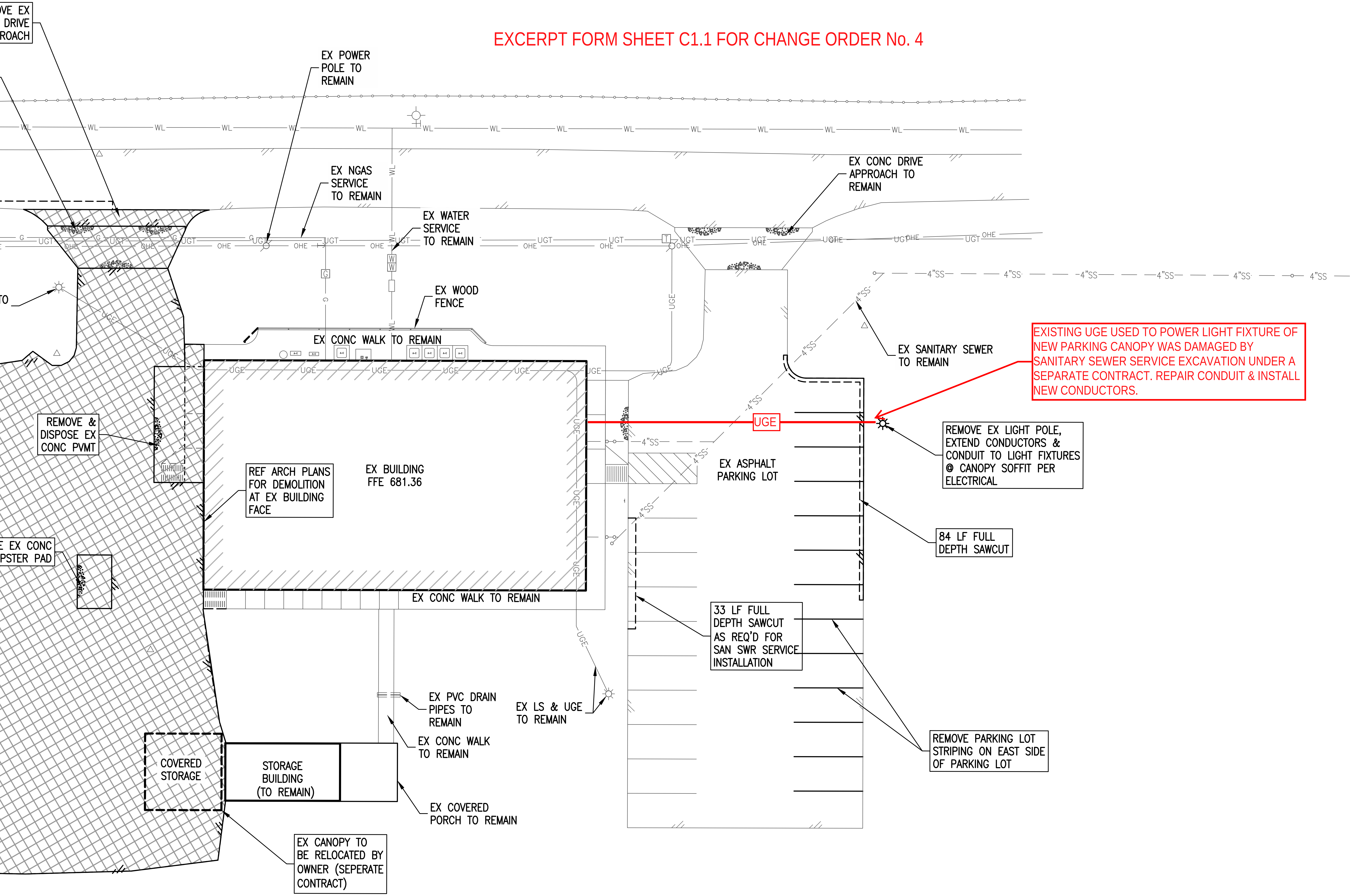
Approved: ______________________________ 4/29/26

Contractor: Hawk Builders, LLC — Date

Approved: ______________________________ 7/10/2026

Owner: Greater Texoma Utility Authority for City of Sherman — Date

EXCERPT FORM SHEET C1.1 FOR CHANGE ORDER No. 4



21
2

PNT-1	LATEX PAINT SYSTEM
PNT-2	EPOXY PAINT SYSTEM

EXCERPT FROM SHEET A5.1 FOR CHANGE ORDER No. 4

INTERIOR ROOM SIGN SCHEDULE

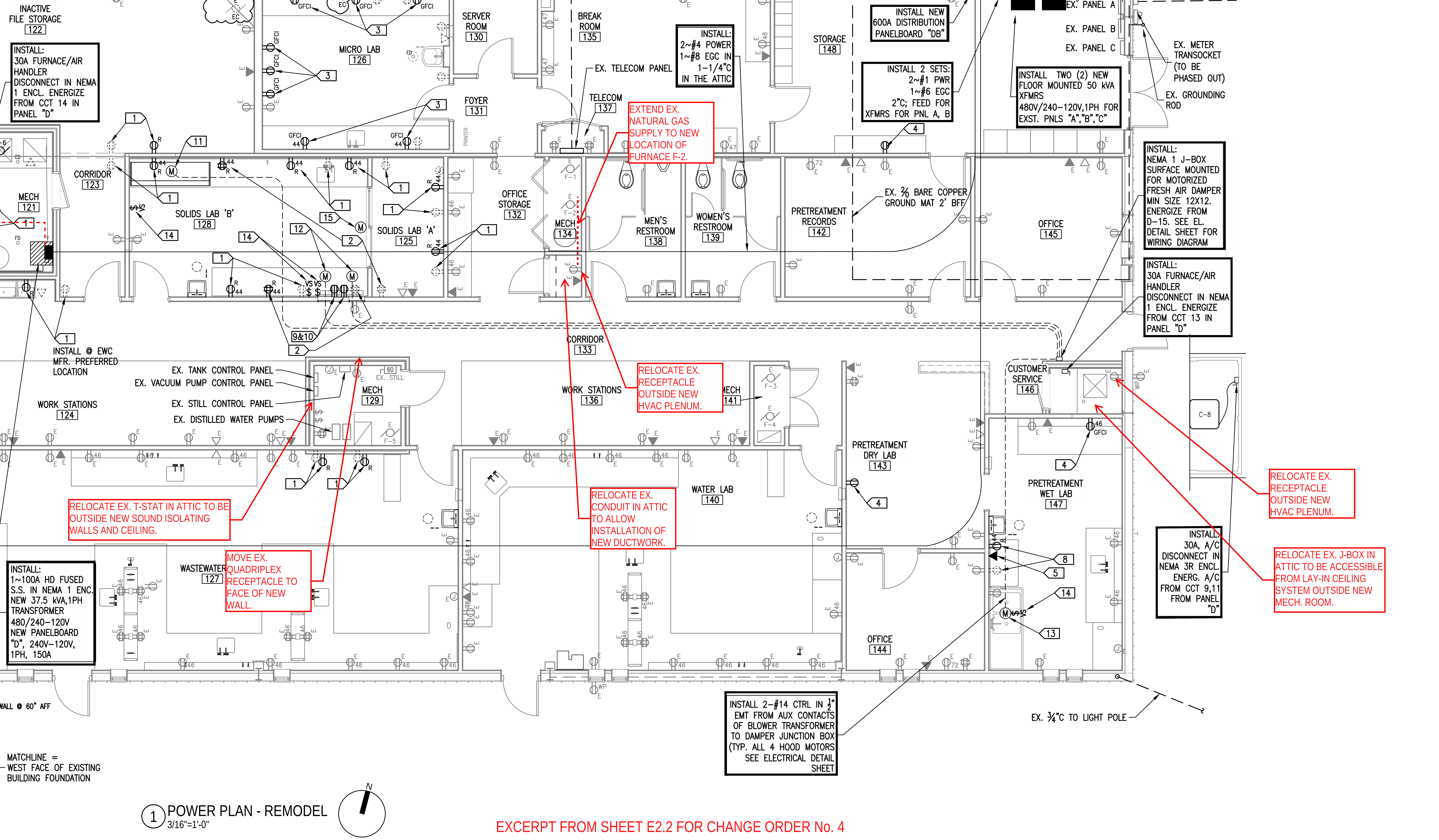
ROOM No.	ROOM NAME	DOOR No.	SIGN DESIGN	LOCATION	NOTES
103	MECHANICAL ROOM	105	9	PER SPECS	
110	JANITOR	110	7	PER SPECS	
112	RESTROOM	112	3	PER SPECS	
105	CONFERENCE ROOM	109	10	PER SPECS	
121	MECHANICAL ROOM	118	9	PER SPECS	
112	JANITOR	111	6	PER SPECS	

SIGN NOTES

GENERAL	SEE SPECIFICATION SECTION 10 14 00, SIGNAGE, FOR SIGN DESIGNS & SIGNAGE REQUIREMENTS.

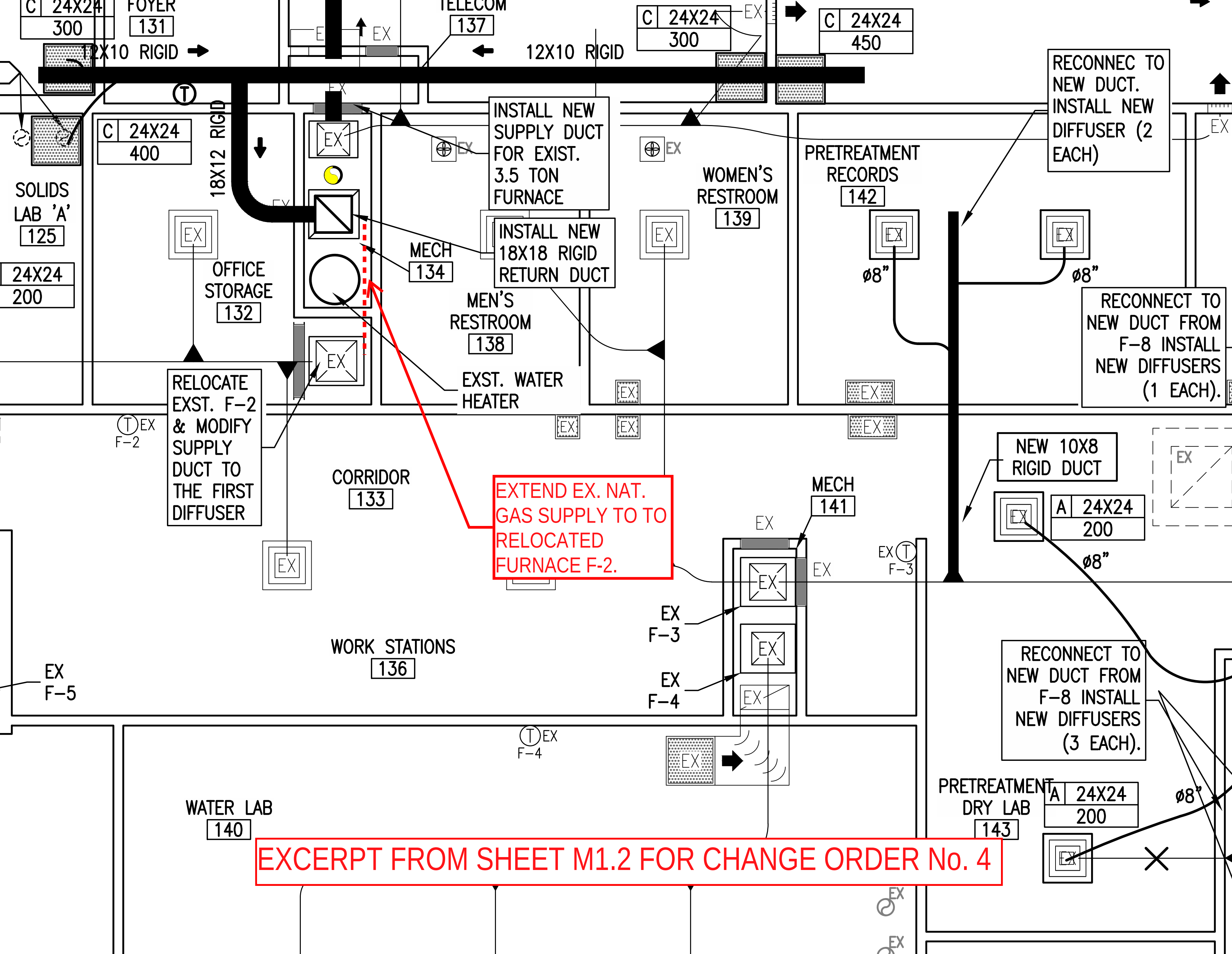
NOT USED. ROOF SIGNS PROVIDED BY OWNER.

OF



1 POWER PLAN - REMODEL
3/16"=1'-0"

EXCERPT FROM SHEET E2.2 FOR CHANGE ORDER No. 4



EXCERPT FROM SHEET M1.2 FOR CHANGE ORDER No. 4

Greater Texoma Utilty Authority
903-786-3501

PERIODIC ESITMATE

Estimate No: 14-Final Sheet 1 of 5 Sheet(s)

Project Discription: GTUA/City of Sherman Laboratory
Owner: GTUA/ City of Sherman
Address: 288 Post Oak Sherman Tx 75090
Contractor: Hawk Builders, LLC
Address: 301 West Main St Gunter, Tx 75058
Telephone: 214-934-1149

Original Contract Amount	2,679,183.00
Total Additions	28,954.83
Total Deductions	
Contract as Revised to Date	$ 2,708,137.83
Total Amount of Work Done to Date	2,708,137.83
Materials on Hand	
Total Work and Materials	$ 2,708,137.83
Amount Retained (5) Percent	135,406.89
Balance	$ 2,572,730.94
Less Previous Payments	2,572,730.94
Amount Due This Application	$ 135,406.89

Date of Contract Time Commencement	1/27/2025
Days allowed in Contract	365
Date of Substantial completion	1/27/2026
Date of Final Completion	2/26/2026

Contractor's Certificaton:

I Seton Hawkins, the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said acount is just, correct, due, and according to law and that the amount claimed aftr allowing all just credits, is now due and wholley unpaid, and that I am authorized to make this affidavit.

CLAIMANT: Seton Hawkins

By:

Subscribed and sworn to before me June 26, 2024

My commission Expires: 3-30-2027

Notary Public: Ashlee Hawkins

ASHLEE HAWKINS
Notary Public, State of Texas
Comm. Expires 03-30-2027
Notary ID 134280883

ENGINEER's Recommendation:

This application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

07/02/2026
Date

ENGINEER

By: John Gattis, AIA Freeman-Millican, Inc.

Date

GTUA

07/3/2026 L Casso-Lopez
Date INSPECTOR

7/9/2026 Kylar L Christison
Date City Rep.

Application and Certificate for Payment

TO OWNER:	Greater Texoma Utility Authority 5100 Airport Dr Denison, TX 75020	**PROJECT:**	GTUA Sherman Laboratory Remodel & Addition 288 Post Oak Rd Sherman, Tx 75090	**APPLICATION NO:**	**14**	**Distribution to:**
				PERIOD TO:	**6/30/2026**	**OWNER**
				CONTRACT FOR:		**ARCHITECT** X
FROM CONTRACTOR:	Hawk Builders, LLC PO Box158 (301 Main Street) Gunter, Texas 75068	**VIA ARCHITECT:**	Freeman-Millican 9330 Lyndon B Johnson Fwy Dallas, TX 75243	**CONTRACT DATE:**	**11/6/2024**	**CONTRACTOR**
				PROJECT NO:		**FIELD**
						OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is hereby made for Payment, as shown below, in connection with the Contract, Contract Continuation Sheets, as attached:

1. **ORIGINAL CONTRACT AMOUNT** .... **$ 2,679,183.00**
2. **Net change by Change Order** .... **$ 28,954.83**
3. **CONTRACT SUM TO DATE** .... **$ 2,708,137.83**
4. **TOTAL COMPLETED AND STORED TO DATE** .... **$ 2,708,137.83**
   (Column G on SOV)
5. **RETAINAGE:**
   a. 5% of Completed Work: $ 135,406.89
   (Column D and E on SOV)
   b. 5% of Stored Materials: $ -
   (Column F on SOV)
   TOTAL RETAINAGE .... **$ 135,406.89**
6. **TOTAL EARNED LESS RETAINAGE** .... **$ 2,572,730.94**
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** .... **$ 2,572,730.94**
   (Line 6 from prior certificate)
8. **CURRENT PAYMENT DUE** .... **$ 135,406.89** **Retainage**
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** **$ -**
   Retainage Left **$ -**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	$ 28,954.83	
Total approved this Month	$ -	
TOTALS	$ 28,954.83	
NET CHANGES by Change Order	$ 28,954.83	

The undersigned Contractor verifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date: 6/26/26

State of Texas
County of Grayson
Subscribed and sworn to before me this 24 day of June, ~~2025~~ 2026

Notary Public: Ashlee Hawkins
My Commission expires: 3-30-2027

ASHLEE HAWKINS
Notary Public, State of Texas
Comm. Expires 03-30-2027
Notary ID 134280883

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work in in accordance with Contract Documents, and the Contractor is entitledto payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .... **$** 135,406.89

(Attach explanation if the amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheets that are changed to conform with the amount certified)

By: **Date:** 07/02/2026

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herin. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

HAWK BUILDER, LLC
P.O. BOX 158
GUNTER, TX 75058

APPLICATION NUMBER: 14
APPLICATION DATE: 6/25/2026
Purchase Order No: $ -

PROJECT: GTUA Sherman Laboratory Remodel & Addition

A	B	C	D	E	F	G		I	L
			WORK COMPLETED						
ACCT. NO.	DESCRIPTION OF WORK	SCHEDULE OF VALUES	PREVIOUS APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIBLE RATE) 5.00%
	GTUA Sherman Laboratory Remodel & Addition								
00100	General Requirements								
	Payment and Performance Bond	$ 45,000	$ 45,000	$ -	$ -	$ 45,000	100.00%	$0.00	$ 2,250
	Mobilization	$ 12,500	$ 12,500	$ -	$ -	$ 12,500	100.00%	$0.00	$ 625
	General Contracotrs Fee	$ 304,698.13	$ 304,698	$ -	$ -	$ 304,698.13	100.00%	$0.00	$ 15,235
	Builders Risk	$ 7,500	$ 7,500	$ -	$ -	$ 7,500	100.00%	$0.00	$ 375
	General Liability	$ 12,000	$ 12,000	$ -	$ -	$ 12,000	100.00%	$0.00	$ 600
	Engineering Site Surveying/Layout	$ 4,500	$ 4,500	$ -	$ -	$ 4,500	100.00%	$0.00	$ 225
	Construction Office	$ 22,240	$ 22,240	$ -	$ -	$ 22,240	100.00%	$0.00	$ 1,112
	Office Supplies	$ 9,850	$ 9,850	$ -	$ -	$ 9,850	100.00%	$0.00	$ 493
	Temporary Utiltities	$ 8,800	$ 8,800	$ -	$ -	$ 8,800	100.00%	$0.00	$ 440
	Temporary Toilets	$ 8,800	$ 8,800	$ -	$ -	$ 8,800	100.00%	$0.00	$ 440
	Equipment Rental	$ 9,000	$ 9,000	$ -	$ -	$ 9,000	100.00%	$0.00	$ 450
	Small Tools	$ 3,000	$ 3,000	$ -	$ -	$ 3,000	100.00%	$0.00	$ 150
	Supervision	$ 221,141.90	$ 221,141.90	$ -	$ -	$ 221,141.90	100.00%	$0.00	$ 11,057
	Supervision Auto	$ 11,795	$ 11,795	$ -	$ -	$ 11,795	100.00%	$0.00	$ 590
	Final Clean and Close-out	$ 4,300	$ 4,300	$ -	$ -	$ 4,300	100.00%	$0.00	$ 215
	Subtotal	$ 685,125.03	$ 685,125	$ -	$ -	$ 685,125.03	100.00%	$0.00	$ 34,256
00300	Concrete								
	Building Foundation	$ 82,627.16	$ 82,627.16	$ -	$ -	$ 82,627.16	100.00%	$0.00	$ 4,131
	6" Paving	$ 31,412.96	$ 31,412.96	$ -	$ -	$ 31,412.96	100.00%	$0.00	$ 1,571
	4" Sidewalks	$ 13,274.53	$ 13,274.53	$ -	$ -	$ 13,275	100.00%	$0.00	$ 664
	Curb and Gutter	$ 1,480.22	$ 1,480.22	$ -	$ -	$ 1,480	100.00%	$0.00	$ 74
	Canopy Piers	$ 13,168.31	$ 13,168.31	$ -	$ -	$ 13,168	100.00%	$0.00	$ 658
	Subtotal	$ 141,963.18	$ 141,963	$ -	$ -	$ 141,963.18	100.00%	$0.00	$ 7,098
00400	Masonry								
	Brick Material	$ 11,421	$ 11,421	$ -	$ -	$ 11,421	100.00%	$0.00	$ 571
	Brick Labor	$ 22,570	$ 22,570	$ -	$ -	$ 22,570	100.00%	$0.00	$ 1,129
	Cast Stone	$ 3,125	$ 3,125	$ -	$ -	$ 3,125	100.00%	$0.00	$ 156
	Gray CMU	$ 1,695	$ 1,695	$ -	$ -	$ 1,695	100.00%	$0.00	$ 85
	Burnished	$ 4,865	$ 4,865	$ -	$ -	$ 4,865	100.00%	$0.00	$ 243
	Grout, Mortar, Rebar	$ 8,736	$ 8,736	$ -	$ -	$ 8,736	100.00%	$0.00	$ 437
	Lintel system	$ 27,600	$ 27,600	$ -	$ -	$ 27,600	100.00%	$0.00	$ 1,380
	Flashing/Masonry Accessories	$ 13,656	$ 13,656	$ -	$ -	$ 13,656	100.00%	$0.00	$ 683
	Equipment	$ 3,480	$ 3,480	$ -	$ -	$ 3,480	100.00%	$0.00	$ 174
	Submittals	$ 1,500	$ 1,500	$ -	$ -	$ 1,500	100.00%	$0.00	$ 75
	Mobilization	$ 2,500	$ 2,500	$ -	$ -	$ 2,500	100.00%	$0.00	$ 125
	Subtotal	$ 101,148	$ 101,148	$ -	$ -	$ 101,148	100.00%	$0.00	$ 5,057
00500	Metals								
	Shop Drawings/Engineering	$ 1,600	$ 1,600	$ -	$ -	$ 1,600	100.00%	$0.00	$ 80
	Materials	$ 65,400	$ 65,400	$ -	$ -	$ 65,400	100.00%	$0.00	$ 3,270
	Fabrication & Delivery	$ 18,800	$ 18,800	$ -	$ -	$ 18,800	100.00%	$0.00	$ 940
	Erection	$ 64,900	$ 64,900	$ -	$ -	$ 64,900	100.00%	$0.00	$ 3,245

	Metal Framing Material	$ 40,901	$ 40,901	$ -		$ 40,901	100.00%	$0.00	$ 2,045
	Metal Framing Labor	$ 38,000	$ 38,000	$ -		$ 38,000	100.00%	$0.00	$ 1,900
	Subtotal	$ 229,601	$ 229,601	$ -	$ -	$ 229,601.00	100.00%	$0.00	$ 11,480
00600	Carpentry								
	Blocking and Nailers	$ 4,000	$ 4,000	$ -	$ -	$ 4,000	100.00%	$0.00	$ 200
	Stone Countertops	$ 4,000	$ 4,000	$ -	$ -	$ 4,000	100.00%	$0.00	$ 200
	Steel Casework	$ 90,000	$ 90,000	$ -	$ -	$ 90,000	100.00%	$0.00	$ 4,500
	Stainless Steel	$ 5,600	$ 5,600	$ -	$ -	$ 5,600	100.00%	$0.00	$ 280
	Millwork Package	$ 15,000	$ 15,000	$ -	$ -	$ 15,000	100.00%	$0.00	$ 750
	Subtotal	$ 118,600	$ 118,600	$ -	$ -	$ 118,600.00	100.00%	$0.00	$ 5,930
00700	Thermal & Moisture Protection								
	Fluid Applied Air Barrier and Water Repellent	$ 22,000	$ 22,000	$ -	$ -	$ 22,000	100.00%	$0.00	$ 1,100
	TPO Roofing with Facia and Roof Insualtion	$ 74,650	$ 74,650	$ -	$ -	$ 74,650	100.00%	$0.00	$ 3,733
	Morin Wall Panels	$ 45,000	$ 45,000	$ -	$ -	$ 45,000	100.00%	$0.00	$ 2,250
	XPS Insulation Behind Brick	$ 3,600	$ 3,600	$ -	$ -	$ 3,600	100.00%	$0.00	$ 180
	EIFS with XPS Insualtion	$ 77,954	$ 77,954.00	$ -	$ -	$ 77,954	100.00%	$0.00	$ 3,898
	Blanket Insualtion	$ 7,000	$ 7,000	$ -	$ -	$ 7,000	100.00%	$0.00	$ 350
	Joint Sealants	$ 3,000	$ 3,000	$ -	$ -	$ 3,000	100.00%	$0.00	$ 150
	Subtotal	$ 233,204	$ 233,204	$ -	$ -	$ 233,204	100.00%	$0.00	$ 11,660
00800	Doors & Windows								
	Doors, Frames, and Hardware with Installation	$ 55,447.79	$ 55,448	$ -	$ -	$ 55,448	100.00%	$0.00	$ 2,772
	Aluminum Storefront and Windows with Automatic Sliding Door	$ 66,945	$ 66,945	$ -	$ -	$ 66,945	100.00%	$0.00	$ 3,347
	Subtotal	$ 122,393	$ 122,393	$ -	$ -	$ 122,393	100.00%	$0.00	$ 6,120
00900	Finishes								
	Drywall and Dense Glass Material	$ 18,099	$ 18,099	$ -	$ -	$ 18,099	100.00%	$0.00	$ 905
	Drywall Labor	$ 20,000	$ 20,000	$ -	$ -	$ 20,000	100.00%	$0.00	$ 1,000
	ACT Materials	$ 25,000	$ 25,000	$ -	$ -	$ 25,000	100.00%	$0.00	$ 1,250
	ACT Labor	$ 7,000	$ 7,000	$ -	$ -	$ 7,000	100.00%	$0.00	$ 350
	Fiberglass Reinforced Panels	$ 9,000	$ 9,000	$ -	$ -	$ 9,000	100.00%	$0.00	$ 450
	Tape-Bed-Texture and Paint	$ 40,000	$ 40,000	$ -	$ -	$ 40,000	100.00%	$0.00	$ 2,000
	Floor Finsihes	$ 23,000	$ 23,000	$ -	$ -	$ 23,000	100.00%	$0.00	$ 1,150
	Subtotal	$ 142,099	$ 142,099	$ -	$ -	$ 142,099	100.00%	$0.00	$ 7,105
01000	Specialties								
	Toilet Accessories and Fire Extinquishers	$ 2,170	$ 2,170	$ -	$ -	$ 2,170	100.00%	$0.00	$ 109
	Interior Room Signage	$ 1,200	$ 1,200	$ -	$ -	$ 1,200	100.00%	$0.00	$ 60
	Manual Blackout Roller shades	$ 1,600	$ 1,600	$ -	$ -	$ 1,600	100.00%	$0.00	$ 80
	Subtotal	$ 4,970	$ 4,970	$ -	$ -	$ 4,970.00	100.00%	$0.00	$ 249
13000	Special Construction								
	Parking Canopy	$ 22,920	$ 22,920	$ -	$ -	$ 22,920	100.00%	$0.00	$ 1,146
	Subtotal	$ 22,920	$ 22,920	$ -	$ -	$ 22,920	100.00%	$0.00	$ 1,146
02200	Plumbing & HVAC								
	Mechanical	$ 140,000	$ 140,000	$ -	$ -	$ 140,000	100.00%	$0.00	$ 7,000
	Plumbing	$ 154,000	$ 154,000.00	$ -	$ -	$ 154,000	100.00%	$0.00	$ 7,700
	Subtotal	$ 294,000	$ 294,000	$ -	$ -	$ 294,000.00	100.00%	$0.00	$ 14,700
02600	Electrcial, TeleData, & Alarms								
	Electrical Package	$ 223,500	$ 223,500.00	$ -	$ -	$ 223,500.00	100.00%	$0.00	$ 11,175.00
	Subtotal	$ 223,500	$ 223,500	$ -	$ -	$ 223,500.00	100.00%	$0.00	$ 11,175
03100	Sitework & Utilities								
	Site Utilities	$ 84,000	$ 84,000	$ -	$ -	$ 84,000	100.00%	$0.00	$ 4,200
	Asphalt	$ 17,000	$ 17,000	$ -	$ -	$ 17,000	100.00%	$0.00	$ 850
	Landscaping & Irrigation	$ 76,000	$ 76,000	$ -	$ -	$ 76,000	100.00%	$0.00	$ 3,800
	Pavement Markings & ADA Signage	$ 5,000	$ 5,000	$ -	$ -	$ 5,000	100.00%	$0.00	$ 250
	Demolition	$ 20,000	$ 20,000	$ -	$ -	$ 20,000	100.00%	$0.00	$ 1,000
	Fencing & Gate Installations	$ 35,000	$ 35,000	$ -	$ -	$ 35,000	100.00%	$0.00	$ 1,750
	Mobilization Dirt Scope	$ 4,500	$ 4,500	$ -	$ -	$ 4,500	100.00%	$0.00	$ 225
	General Cut and Fills	$ 19,550	$ 19,550	$ -	$ -	$ 19,550	100.00%	$0.00	$ 978
	Moisture Conditioning	$ 1,750	$ 1,750	$ -	$ -	$ 1,750	100.00%	$0.00	$ 88
	Export Soil	$ 24,800	$ 24,800	$ -	$ -	$ 24,800	100.00%	$0.00	$ 1,240
	Import Select Fill	$ 55,000	$ 55,000	$ -	$ -	$ 55,000	100.00%	$0.00	$ 2,750

Install Flex Base	$ 7,560	$ 7,560	$ -	$ -	$ 7,560	100.00%	$0.00	$ 378
Fine Grading for Green space and Curb backfill	$ 9,500	$ 9,500	$ -	$ -	$ 9,500	100.00%	$0.00	$ 475
Subtotal	$ 359,660	$ 359,660	$ -	$ -	$ 359,660.00	100.00%	$0.00	$ 17,983
Proposal Change Request								
Change Order 001	$ 3,880.02	$ 3,880	$ -		$ 3,880.02	100.00%	$0.00	$ 194
Change Order 002	$ 8,780.00	$ 8,780	$ -		$ 8,780	100.00%	$0.00	$ 439
Change Order 003	$ 12,149.16	$ 12,149	$ -		$ 12,149	100.00%	$0.00	$ 607
Change Order 004	$ 4,145.65	$ 4,146	$ -		$ 4,146	100.00%	$0.00	$ 207
Subtotal	$ 28,954.83	$ 28,955	$ -	$ -	$ 28,954.83	100.00%	$0.00	$ 1,448
GTUA/City of Sherman Laboratory	**$ 2,708,137.83**	**$ 2,708,137.83**	**$ -**	**$ -**	**$ 2,708,137.83**	**100.00%**	**$0.00**	**$ 135,406.89**

SIGNATORY AUTHORITY DELEGATION

The following positions have or have been delegated the authority by the governing body of

GTUA on Behalf of the City of Sherman

to approve, sign, execute, or certify the following documents through the life of the

Wastewater System Improvements

TWDB Project No. 73846 CID #4

Document Type	**Responsible Position(s) (Titles Only- not individuals' names) Authorized to Approve/ Sign/ Execute/ Certify Each Document**
Monthly Outlay/Funding Release Requests	Finance Officer
SRF Disadvantaged Business Enterprise Forms (TWDB-215, TWDB-216, TWDB-0373)	General Manager
Engineering Contract(s)	City of Sherman
Other Professional Services Contracts	City of Sherman
Project Budget Changes	Finance Officer
Construction Contract(s)	General Manager
Construction Contracts Change Orders	General Manager
SRF Project Signage Certification (TWDB-1109A)	General Manager
Davis-Bacon Certifications (DB-0154)	
Monthly US/American Iron & Steel or BABA Certifications (TWDB-1105-A, TWDB-1106A, TWDB-1110-A)	Finance Officer
Final US/American Iron & Steel or BABA Certifications (TWDB-1105-B, TWDB-1106-B, TWDB-1110-B)	Finance Officer
Final Construction Work Acceptance	City of Sherman

If any of these delegations change during the course of the project, the governing body agrees to inform TWDB in writing of the change(s) within five business days of their occurrence.

Signed by (type name): Paul Sigle, General Manager

Signature ____________ Date: 7/13/26

GREATER TEXOMA UTILITY AUTHORITY

5100 Airport Drive
Denison TX 75020
Ph. (903) 786-4433
Fax (903) 786-8211
gtua@gtua.org

STATEMENT:

The complete set of "As Built Drawings" was received on 07/02/2026.

AIA 07/02/2026

Engineer Signature Date

FREEMAN-MILLICAN, INC.

CERTIFICATE OF PROJECT COMPLETION

Project: 73846 CID 04 Lab building

Date of Issuance: 07/02/2026

Owner: GTUA / City of Sherman

Contractor: Hawk Builders, LLC

Engineer: FREEMAN - MILLICAN, INC.

This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

All specified work

To: Greater Texoma Utility Authority/City of Sherman
OWNER

And to Hawk Builders, LLC
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and the WORK has been constructed in according to the approved plans and specifications and Construction practices and sound engineering principles.

07/02/2026
Date of Completion

From the date of Completion, the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILTIES:

OWNER: Security, operation, safety, maintenance, heat, utilities, insurance

CONTRACTOR: Two year Contractor's Guarantee (from the date of completion),

Payment and Performance Bonds, Pipe Manufacturer's Warranty,

The following documents are attached to and made a part of this Certificate:

Contractor's Guarantee, Consent of Surety, Final Pay Estimate

---

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 07/02, 2026.

John D. Gattis, AIA
ENGINEER

By: John D. Gattis, AIA
Freeman-Millican, Inc.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

Bond # **446306R**

PROJECT: **LABORATORY SERVICES BUILDING ADDITION & REMODEL, Sherman, TX**
(name, address)

TO (Owner) **Greater Texoma Utility Authority**
5100 Airport Drive
Denison, TX

ARCHITECT'S PROJECT NO:
CONTRACT FOR:
CONTRACT DATE:

CONTRACTOR: **Hawk Builders, LLC**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)
Ohio Farmers Insurance Company
P O Box 5001
Westfield Center, OH 44251-5001

,SURETY COMPANY,

on bond of
(here insert name and address of Contractor)
Hawk Builders, LLC
P.O. Box 158
Gunter, TX 75058

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety company of any of its obligations to
(here insert name and address of Owner)
Greater Texoma Utility Authority
5100 Airport Drive, Denison, TX

,OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEROF,
The Surety Company has hereunto set its hand this **30th** day of **June, 2026.**

Ohio Farmers Insurance Company
Surety Company

Signature of Authorized Representative

Brady Wilson, Attorney-in-Fact
Title

Attest
(seal): Amy Butler, Sr Client Manager, Surety

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS, Current Edition

1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. NW WASHINGTON, D.C. 2006
WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/10/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JAROD JAGGERS, CALEB HALE, RYAN COX, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **10th** day of **OCTOBER** A.D., **2024** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY SEAL · WESTFIELD NATIONAL INSURANCE CO. SEAL · OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina ss.:

By:
Gary W. Stumper, *National Surety Leader* and *Senior Executive*

On this **10th** day of **OCTOBER** A.D., **2024** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

NOTARIAL SEAL STATE OF OHIO

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of June A.D., 2026 .

WESTFIELD INSURANCE COMPANY SEAL · WESTFIELD NATIONAL INSURANCE CO. SEAL · OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Frank A. Carrino Secretary
Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

CONTRACTOR'S CERTIFICATION AND WARRANTY/GUARANTEE STATEMENT

Date: 6/26/26

Project: GTUA for City of Sherman Laboratory Services Building Add. and Remodel

Owner: GTUA and City of Sherman

Contractor: Hawk Builders, LLC

Date of Contract: 11/6/2024

Date of Project Completion: 3/18/2026

Final Contract Amount: 2,708,137.83

The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of 2 year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of 2 year(s) from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect throughout the guarantee period.

Contractor: Hawk Builders, LLC

By: [signature]

Date: 6/26/26

Attest: Aimee Hawkins

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this Affidavit as the owner, partner, or office as the case may be, of the contractor named below ("the Contractor") employed in connection with the construction project ("the Project") mentioned below.

In consideration for the full and final payment to the Contractor for all services in connection with the Project, the Contractor hereby releases and waives all liens and claims to liens which the Contractor may have on or affecting the Project or Project property as a result of the Contractor's contract(s) for the Project or for performing labor and/or furnishing materials that are in any way connected with any construction of any building(s) or improvement(s) for the Project whether on the Project property or elsewhere. The Contractor further certifies and warrants that all subcontractors of labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor and/or subcontractor have been paid.

1. Hawk Builders, LLC
   (Print or type the firm or individual name of the Contractor)
2. 301 West Main St Gunter, TX 75058
   (Print or type the Contractor's address)
3. Seton Hawkins
   (Print or type the name of the person signing for the Contractor)
4. President
   (Print or type the position of the person signing for the Contractor)
5. Description of the Project (use an additional page, if necessary): GTUA/city of Sherman Laboratory Addition
6. Date that the project was totally completed: 6-30-26

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the Project has placed a material reliance on such information in directing final payment to the Contractor.

EXECUTED this 30 day of June, 20 26.

(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 30 day of June, 20 26.

Notary Public: Ashlee Hawkins

My Commision Expires: 3-30-2027

END OF AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
ASHLEE HAWKINS
Notary Public, State of Texas
Comm. Expires 03-30-2027
Notary ID 134280883

Sherman
CLASSIC TOWN. BROAD HORIZON.

Laboratory Services Department

7/2/2026

Hawk Builders, LLC
ATTN: Seton Hawkins
301 West Main St
Gunter, TX 75058

Re: Final Inspection, and Final Acceptance Letter
GTUA/City of Sherman Laboratory Addition and Remodel

Mr. Hawkins:

The City of Sherman completed the final inspection of the improvements for the above-mentioned project on July 2nd, 2026. This project appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the project.

This is an acceptance of the physical work and in no event shall this inspection or acceptance be deemed as a waiver by the City of Sherman, in any respect or degree, of any of the terms and provisions of the governing contract or any of the right under the contract in the event that you have failed to comply strictly with the terms and provisions thereof.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,
City of Sherman

Kylar Christison
Wastewater and Laboratory Assistant Manager – Project Manager

Cc Tasha Hamilton, Project Manager - GTUA

Final American Iron and Steel (AIS) Certification

Compliance Submittal by Owner/Entity (Sub-Recipient)

Delegation of signatory authority by the Entity's governing body must be submitted to the TWDB if a person other than an authorized member of the governing body signs this form.

TWDB Project No. 73846

TWDB Construction Contract CID No. 4

Construction Contract Name: GTUA/City of Sherman Laboratory Services Building Addition & Remodel

This executed certification must be submitted after the completion of each construction contract and prior to the issuance of a Certificate of Approval by the TWDB, stating the construction contract project was completed in compliance with the AIS requirements.

I, Seton Hawkins, President
(Name) (Title)
of Hawk Builders, LLC
(Name of Entity)

hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of **the subject project were in full compliance with the American Iron and Steel requirements** of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

7/10/26
Date

DB-0154
Revised 06/24

Monthly Davis-Bacon Wage Rate Certificate of Compliance Submittal by Owner (Subrecipient)

TWDB Project No. 73846

Loan No. L1001059

This executed certificate must be submitted with each Outlay report for labor included within construction contracts.

I, Debi Atkins, Finance Officer
(Name) (Title)

Greater Texoma Utility Authority
(Name of entity)

hereby certify that periodic reviews of a representative sample of the weekly payroll data, and contractor weekly payroll certifications, such as OMB No. 1235-0008, have been performed to verify that contractors and subcontractors are paying the appropriate wage rate for compliance with section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372) for the Clean Water State Revolving Fund or with section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) for the Drinking Water State Revolving Fund. These laws require payment of prevailing wages in accordance with 40 U.S.C. §§ 3141–3144, 3146, and 3147 (contained within the Davis-Bacon Act, as amended).

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Debi Atkins
Signature

7-13-26
Date

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

State Revolving Fund Project Public Awareness Certification

This executed certification covering project public awareness is required of all recipients of Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) equivalency financial assistance. The requirement for this certification applies to all effected applications received on or after August 26, 2015.

NOTE: By executing this certification, it is understood that **it is the Recipient's *sole responsibility* to fully comply and keep records for proof of compliance** with the State Revolving Fund Project Public Awareness requirements.

Name of Entity: GTUA/City of Sherman

TWDB Project Number: 73846 CID #4

Project Name: Wastewater System Improvements

Select Method of Implementation Used (see guidance TWDB-1109) And Record of Compliance Kept

- ☐ Online signage via website or social media -- Full screenshots of posting(s) kept as record
- ☐ Press release -- Copy of press release kept as record
- ☐ Posters or wall signage -- Photographs of sign(s) with location(s) identified kept as record
- ☐ Newspaper or periodical advertisement -- Copy of advertisement kept as record
- ■ Standard signage -- Photographs of sign(s) with location(s) identified kept as record

The undersigned hereby certifies that the project referenced above meets the requirements listed in TWDB-1109 Guidance on SRF Project Public Awareness and that records of proof of implementation are being kept.

Signature of Recipient Governing Body Official or its Authorized Official

09/13/26
Date

Paul Sigle
Printed Name of Recipient Governing Body Official or its Authorized Official

General Manager
Title of Recipient Governing Body Official or its Authorized Official

Request for Final Site Visit – Project 73846 CID 04

The Sherman is requesting a final site visit for Project 73846, CID 04. I am submitting this in STRM under General/Miscellaneous because the final site visit request option is not available to me.

The City of Sherman is planning a final walkthrough of the Laboratory Building Upgrade project for final completion on **July 2, 2026, at 7:00 a.m.** The architect, contractor, and the City's representative will be on site. The architect is also working to coordinate with the ADA inspector so their walkthrough can take place at the same time.

It would be appreciated if TWDB could attend on that date. If that is not possible, please let us know when the site visit can be scheduled and who will need to be present.

GTUA is now working on the closeout documents and will be submitting those soon.

Thank you.

Stacy Patrick

Stacy Patrick

From: RWPD <RWPD@twdb.texas.gov>
Sent: Tuesday, June 30, 2026 8:47 AM
To: Stacy Patrick
Subject: Confirmation of Project Request - General/Miscellaneous - Project Number - 73846

Dear Stacy Patrick,

Thank you for submitting the intake form and the supporting documents for your request - General/Miscellaneous. We have successfully received your submission.

Our team will review the information provided and contact you to discuss the next steps. If you need to submit any additional documents, please visit the My Requests page, click on the chevron to the right of the request and select 'Add Additional Attachments' to upload any missing documents.

If you have any questions or need further assistance, please reach out to your assigned regional team.

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HAWK BUILDERS, AS COMPLETE FOR THE CITY OF SHERMAN LABORATORY SERVICES BUILDING REMODEL PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Hawk Builders, for the City of Sherman Laboratory Services Building Remodel Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Laboratory Services Building Remodel 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 Hawk Builders, as complete.

Upon motion by ________________________, seconded by _________________________, the foregoing Resolution was passed and approved on this _______ day of _________________ 2026 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 XIII

GREATER TEXOMA UTILITY AUTHORITY

DATE: **July 14, 2026**

SUBJECT: **AGENDA ITEM NO. XIII**

PREPARED BY: Stacy Patrick, Project Manager
SUBMITTED BY: Paul Sigle, General Manager

CONSIDER AND ACT UPON A RESOLUTION AMANEDMENT 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 SUD-RANDOLPH WSC).

ISSUE
Consider and act upon a resolution amendment 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 SUD-Randolph WSC)

BACKGROUND
Hickory Creek SUD-Randolph WSC contacted the Authority's General Manager requesting assistance in obtaining funding from the TWDB Drinking Water State Revolving Fund (DWSRF) for the upgrading of their water system to service their communities.

This project will address aging infrastructure and add an additional water well and appurtenances while adding redundancy and addressing pressure issues within the system to include the following:

- 400 GPM Woodbine water well, disinfection and control building;
- 300,000 Gallon elevated water storage tank, onsite controls;
- 200kW standby generator;
- Replacing aging waterlines;
- Replacing approximately 146 water meters.

Due to an error in the estimated total funds required for the bond issuance, the previously approved not-to-exceed amount was insufficient to cover the full cost. The not-to-exceed amount must be increased from $12,500,000 to $13,000,000.

STAFF RECOMMENDATIONS
The staff recommended that the Board authorize the submission of a DWSRF application to TWDB for funds to be used by the Authority for the Hickory Creek SUD-Randolph WSC in the amount not-to-exceed $13,000,000.

ATTACHMENTS
Application Filing 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 $13,000,000 to provide for the costs of Capital Improvements for Hickory Creek SUD-Randolph.

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: Angel Delgado
118 McKinney St. Farmersville, TX 75442

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

PASSED AND APPROVED, this the _______ day of____________________, 20_____.

ATTEST: ________________________________ By:_____________________________

(Seal)

AGENDA ITEM XIV

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **July 15, 2026**

SUBJECT: **AGENDA ITEM NO. XIV**

PREPARED BY: Stacy Patrick, Project Manager
SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026 (GOBER MUNICIPAL UTILITY DISTRICT PROJECT)", INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY THE AUTHORITY.

ISSUE
Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Gober Municipal Utility District Project)", including the adoption of a resolution approving the issuance thereof and the facilities to be constructed or acquired by the Authority.

BACKGROUND
The Gober MUD Board President, Jan Johnson, contacted the Authority General Manager requesting assistance in obtaining funding for improvements to the District's water system. These improvements include the replacement of two ground storage tanks, removal of two existing ground storage tanks, and new yard piping to deliver water to and from the new tanks.

The Texas Water Development Board ("TWDB") Texas Water Development Fund (DFund) was selected as the funding source for these improvements. The DFund is a state funded loan program with below market interest rates. Gober MUD's Board of Directors has requested assistance obtaining funding for the Replacement Tanks Project. After discussing the project with Gober MUD, Authority Staff has determined that funding through Texas Water Development Board's Texas Water Development Fund (DFund) meets the needs of Gober MUD.

CONSIDERATIONS
TWDB approved a commitment for this project at their May 11th Board meeting in the amount of $680,000, and Gober MUD and the Authority approved the signing of a financing agreement at their May Board meetings.

Gober MUD will consent to the issuance of the bonds at their Board Meeting on July 23, 2026. The Bonds are scheduled to close on September 11, 2026.

Kristen Savant, Authority's Bond Council will be present to answer any questions regarding the issuance.

STAFF RECOMMENDATIONS
Staff recommend the Board approve the issuance of the bonds for the Gober MUD Project.

ATTACHED
Bond Resolution will be provided at the meeting
Timetable will be provided at the meeting

AGENDA ITEM XV

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **July 15, 2026**

SUBJECT: **AGENDA ITEM NO. XV**

PREPARED AND SUBMITTED BY: Paul Sigle, General Manager

CONSIDER AND ACT UPON A WASTEWATER OPERATION AGREEMENT FOR THE CITY OF VAN ALSTYNE.

ISSUE

Consider and act upon a Wastewater Operation agreement for the City of Van Alstyne.

BACKGROUND

Representatives from the City of Van Alstyne contacted the Authority for operation services for the City's water and wastewater systems. The General Manager, Paul Sigle and Operating Staff meet with the City of Van Alstyne to discuss operations services.

STAFF RECOMMENDATIONS

The Authority Staff recommend the Wastewater and Water Operation Agreement with the City of Van Alstyne.

ATTACHMENTS

Proposal
Contract

GREATER TEXOMA UTILITY AUTHORITY
5100 Airport Drive
Denison TX 75020
Ph. (903) 786-4433
Fax (903) 786-8211
gtua@gtua.org

Wednesday, July 1, 2026

City of Van Alstyne
Attn: Lane Jones
152 N Main Dr.
Van Alstyne, TX 75495

Re: Proposal for Operation Services for City of Van Alstyne Wastewater Treatment Plant and Water System

Dear Lane Jones,

The proposal outlined below is intended to provide you with what we believe to be a typical schedule of activities that would need to be performed to assist you in the operation of the City's Wastewater Treatment Plant and water system. This proposal provides for services associated with the operation of the wastewater facilities.

PROPOSAL FOR SERVICES

GENERAL

The Authority will provide experienced and licensed personnel to perform operational assistance for the City of Van Alstyne as required in order to meet regulatory requirements for the City's Wastewater Treatment Plant.

WASTEWATER SERVICES

The activities would include, but not necessarily be limited to:

- The Authority will provide a licensed wastewater operator and operation technician to operate the wastewater treatment plant.
- Assure that water production facilities are operating properly.
- Weekly routine duties include testing for chlorine, carbonaceous biochemical oxygen demand, ammonia nitrogen, dissolved oxygen, and e. coli, reading wastewater facilities meters, and any TCEQ reporting requirements.
- Monthly routine duties include monthly operating reports and testing the pH of the discharge.

- Annual routine duties include TCEQ inspections.

The Authority's basis for offering services is that it be reimbursed for the cost incurred for the provision of these services. These costs include hourly wages and benefits of Greater Texoma Utility Authority employees, travel costs to and from the City of Van Alstyne, and all other direct costs associated with the operations of the wastewater facilities. It is the intent of the Authority to recover its costs from the services provided.

Title	Rate ($/hour)
Operation Supervisor	$65.42
Water and Wastewater Operator	$40.11

This service is being done on as need services and these rates are subject to change based on the cost of employment for GTUA.

If you have any questions or concerns, please contact me at paul@gtua.org or (903) 786-4433.

Respectfully submitted,

Paul M. Sigle
General Manager

ATTACHMENTS:
Draft Wastewater and Water Operation Service Agreement

WASTEWATER AND WATER OPERATION SERVICE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This Agreement, made and entered into this _______ day of ______________, 2026, by and between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter called "GTUA"), a conservation and reclamation authority, a government agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended by Chapter 398 Acts of the 68th Legislature, Regular Session 1983 (the "Act"), and the CITY OF VAN ALSTYNE, TEXAS, a municipal corporation in Grayson County, Texas (hereinafter called "City"), duly created and existing under the laws of the State of Texas:

WITNESSETH:

WHEREAS, The City owns a wastewater treatment plant and a water system that provides wastewater and water services for its citizens; and

WHEREAS, The City has determined that it is in its best interest that an entity experienced and qualified in wastewater services be engaged to assist in operating its wastewater treatment plant and water system in compliance with all governmental requirements; and

WHEREAS, The City has determined that the proposal of GTUA, an entity created by an act of the legislature of the State of Texas to provide water, wastewater, and solid waste services to entities, as said proposal is modified and supplemented herein, is in the best interest of City and that GTUA is qualified and capable of providing the services required by the City.

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

1. The Proposal. The term "proposal" as used herein refers to the proposal made and submitted by GTUA to the City dated July 1, 2026 as amended, modified, or supplemented herein.

The proposal is a general guideline for the commencement of operation and continued operation, maintenance and management of wastewater and water distribution facilities. Such proposal is amended and superseded by specific terms of this agreement, which may be amended from time to time upon agreement of GTUA and the City.

2. Operation and Management. GTUA shall provide necessary support services for the operation of the wastewater treatment plant and water system, as may be desired by the City.

GTUA shall provide necessary management personnel to assist in the management, operation, and maintenance of the wastewater and water facilities effectively and efficiently, and in such a manner as to ensure the wastewater facilities are in compliance with any and all wastewater-related orders issued by the Texas Commission on Environmental Quality (Commission), the Environmental Protection Agency (EPA), and any orders or requirements of any governmental agency relating to this plant.

3. Ownership and Financing. The wastewater and water facilities are now and shall continue to be owned by the City and it shall be the responsibility of the City to provide such facilities, operating funds, and capital expenditures, as may be necessary to accomplish the requirements of the Commission, the EPA, and any subsequent orders or requirements of any government agency relating to this plant.

4. Charges and Payment. Monthly payments shall be made by the City to GTUA for actual costs incurred including hourly wages and benefits of the GTUA employees, travel costs to and from the City, and other direct costs, including fees for professional services, associated with the operation of the wastewater system. GTUA shall invoice the City for any such services performed hereunder during the preceding thirty (30) day period, said invoice to be presented by the 25th day of each month. Said invoice shall be provided in such a manner that the City may determine the reasonableness of the charges submitted. The City shall pay the said amount by the tenth day of the month following receipt of any such invoice unless notice of protest or disagreement is given to GTUA within seven (7) days after receipt of said invoice. Failure of GTUA and City to agree upon payment of a such invoice within thirty (30) days of protest shall be grounds for termination under Paragraph 6.

Other operating costs including supplies, maintenance, and service, shall be paid directly by the City and shall be the financial responsibility of the City. All costs of defending or responding to enforcement actions brought by regulatory agencies or litigation brought by third parties concerning the wastewater facilities covered by this contract or services rendered under this contract, shall be the financial responsibility of the City.

Emergency expenditures not budgeted for may be incurred with the concurrence of the General Manager of the Greater Texoma Utility Authority and the City Manager of the City, subject to the limitations placed on each by the respective governing bodies.

5. Operating Employees. Present City employees, if any, assigned to the wastewater facilities operations will remain in the employ of the City, but shall be assigned for all operating purposes to GTUA personnel who have the responsibility of the wastewater facilities operations. Such assignments shall be made in writing by the City, and shall clearly state from whom the City employees are to take their operating instructions and work assignments. GTUA shall be responsible for making such work assignments and shift assignments as may be necessary to the efficient operation of the wastewater facilities. In the event that existing personnel are not responsive to work assignments within the wastewater facilities activities, the City agrees to transfer or re-assign such personnel to other work assignments within the City operations or terminate such employees if they fail to follow work assignments.

GTUA employees shall be responsible for reporting to the City Manager of the City.

6. Termination. Either the City or GTUA may terminate this agreement for any reason upon ninety (90) days written notice of termination to the other party. In such event, upon the request of the City, GTUA shall continue its operations for a period of up to ninety (90) additional days, upon the same terms and conditions contained herein. However, if at any time during the term of this agreement or any extension thereof, the City refuses to provide the financial resources necessary to operate the wastewater facilities in accordance with the rules and regulations of the Commission and the EPA, or pay invoices submitted pursuant to Paragraph 4, GTUA may terminate the contract upon seven (7) days notice.

7. Indemnity. Neither the City nor GTUA shall be liable to the other for loss, either direct or consequential, arising out of death or injury to persons, or out of damage to or destruction of the wastewater facilities, the associated buildings, equipment, or contents, whether such losses are caused by negligence of either party or by an act of God, or by any of the perils which are or could be included within, or insured against by, a form of property insurance, workers' compensation insurance or liability insurance. All such claims for any and all loss, however caused, are hereby waived. Said absence of liability shall exist whether or not the damage, destruction, injury, or loss of life is caused by the negligence of either party or of any of their respective agents, servants, or employees. It is the intention and agreement of both parties that the operating budget, charges and payments described in Paragraph 4, will be fixed in contemplation that each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this agreement. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless it is specifically covered therein as an additional insured.

8. Insurance. GTUA shall obtain the following insurance coverage with insurance companies licensed in the State of Texas and shall provide a certificate of insurance as evidence of such coverage to the City Manager of the City:

A. Comprehensive general liability, with a minimum single limit of liability for bodily injury and property damage of $300,000 per occurrence and annual aggregate. The coverage shall include: premises and operations, product and completed operations, independent contractors, contractual liability, and personal injury liability.

B. Automobile liability, with a minimum combined single limit of liability for bodily injury and property damage of $100,000 each occurrence. The coverage shall include owned, hired, and non-owned autos.

C. Workers' compensation and employer's liability insurance in compliance with the laws of the State of Texas.

All certificates shall provide that the policy shall not be changed or canceled until at least ten

(10) days prior written notice shall have been given to the City.

9. Inspection. GTUA shall, during the term of this agreement, make available for inspection by any governmental agency with lawful jurisdiction, the operations and site of the wastewater facilities. In addition, all books and records kept by GTUA with regard to the operation of the wastewater facilities shall be subject to reasonable inspection of the City.

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

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

12. Notices. All notices given under this agreement shall be deemed properly served if delivered in writing personally, or sent by certified mail to City, addressed to the City Manager, City of Van Alstyne, Texas, 152 N Main Dr., Van Alstyne, TX 75495, and to GTUA addressed to the General Manager, Greater Texoma Utility Authority, 5100 Airport Drive, Denison, TX 75020. Date of service of notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service.

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

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

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

16. Interpretation. Although drawn by GTUA, this contract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto, having been duly approved by the respective governing bodies.

GREATER TEXOMA UTILITY AUTHORITY

BY:______________________________
President

DATE:____________________________

ATTEST:

____
Secretary

CITY OF VAN ALSTYNE

BY:______________________________
City Manager

DATE:____________________________

ATTEST:

____
City Secretary

ADJOURN