

**GREATER TEXOMA UTILITY AUTHORITY  
BOARD MEETING  
JUNE 15, 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, June 15, 2026, 12:00 p.m.**

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Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 15th day of June 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 May 2026, Meeting
- V. \*Consider and act upon approval of accrued liabilities for May2026.
- 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.
- 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.
- 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)
- 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)

- 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)
- 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)
- XIII. 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)
- XIV. 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)
- XV. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Southmayd)
- XVI. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Burkburnett)
- XVII. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Dorchester)
- XVIII. 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 (Fannin County Water Supply Agency)
- 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)
- 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.
- 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.
- 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.
- 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.

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.

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

XXVI. Adjourn.

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

<sup>2</sup>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.

<sup>3</sup>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, MAY 18, 2026**

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

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Members Present: Stanley Thomas, Donald Johnston, Ken Brawley, Brad Morgan (left earlier), Scott Blackerby, Matt Brown, Henry Koehler, and Josh Wells

Members Absent: Kristofor Spiegel

Staff: Paul Sigle, Stacy Patrick, Debi Atkins, Tasha Hamilton, Rita Wilson, and Velma Starks

General Counsel: Mike Wynne, Wynne, Smith, and Young

Bond Counsel: Kristen Savant, Norton Rose Fulbright

I. Call to Order

Board Vice President Donald Johnston called the meeting to order at 12:00 p.m.

II. Pledge of Allegiance

Board Vice President Donald Johnston 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 February 16, 2026, Meeting.

V. \* Consider and act upon approval of accrued liabilities for February, March, and April 2026.

VI. \*Consider and act upon approval of quarterly financials.

VII. \* Consider and act upon Change Order No. 2 & Change Order No. 3 with Hawk Builders, LLC for City of Sherman, Laboratory Services Building Addition & Remodel Project.

VIII. \* Consider and act upon Change Order No. 1 with Alterman, Inc. for City of Sherman, Post Oak WWTP Generator and Switchgear Project.

IX. \* Consider and act upon Change Order No. 1 with Archer Western for City of Sherman, Lake Texoma Pump Station Expansion project.

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

X. Citizens to be Heard.

No citizens wished to be heard.

XI. Consider all matters incident and related to the issuance and sale of “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Lake Kiowa Special Utility District Project)”, including the adoption of a resolution approving the issuance of such bonds.

General Manager Paul Sigle provided background information to the Board. Board Member Ken Brawley motioned to adopt the resolution authorizing the issuance of the bonds, contingent upon approval from Lake Kiowa. Board Member Matt Brown seconded the motion. The motion was approved unanimously.

XII. Consider all matters incident and related to the approval and execution of an amended Contract for Water Supply and Sewer Service with the City of Whitewright, Texas.

General Manager Paul Sigle provided an overview for the Board. Bond Counsel Kristen Savant from Norton Rose Fulbright supplemented this information. Board Member Matt Brown motioned to approve the amended Contract for Water Supply and Sewer Service with the City of Whitewright. Board Member Stanley Thomas seconded the motion. The motion was unanimously approved.

XIII. Consider all matters incident and related to the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Gober Municipal Utility District Project), including the adoption of a resolution approving the execution of a Contract of Indemnification with the Gober Municipal Utility District and approving the execution of a Financing Agreement with the Texas Water Development Board in connection therewith.

General Manager Paul Sigle provided background information to the Board. Board Member Matt Brown moved to approve a resolution authorizing the execution of a Contract of Indemnification with Gober Municipal Utility District and approving a Financing Agreement with the Texas Water Development Board, delegating authority to General Manager Paul Sigle to sign the documents contingent upon Gober MUD approval. Board Member Scott Blackerby seconded the motion. The motion was approved unanimously.

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

General Manager Paul Sigle provided background information for the Board. Board Member Scott Blackerby made a motion to authorize the filing of an application to the TWDB for funds not to exceed \$12,500,000. Board Member Matt Brown seconded the motion. Motion passed unanimously.

XV. Consider and act upon the approval and execution of a Water Facilities Funding Agreement by and between the Greater Texoma Utility Authority and the City of Sherman in connection with the Lake Texoma Pump Station Improvements and Texoma Raw Water Pipeline No. 2 Projects.

General Manager Paul Sigle provided the Board with background information on the issue. A discussion took place, and it was decided to table this item until Kristen Savant completes the necessary revisions to the agreement. Board Member Scott Blackerby motioned to table Item XV, and Board Member Ken Brawley seconded the motion. The motion was approved unanimously..

- XVI. Consider and act upon the approval and execution of a Cost Share Agreement by and between the Greater Texoma Utility Authority and the North Texas Municipal Water District in connection with the Lake Texoma Pump Station Improvements and Texoma Raw Water Pipeline No. 2 Projects.

General Manager Paul Sigle provided background information for the Board. Board Member Matt Brown made a motion to approve the agreement contingent upon the City of Sherman's approval. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- XVII. Consider and act upon the award of contract for the City of Sherman Blalock Park Interceptor Improvements.

General Manager Paul Sigle provided background information for the Board. Lynn Vessels was lowest bidder in the amount of \$1,906,887.63. Board Member Matt Brown made a motion to award the contract to Lynn Vessels. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

- XVIII. Consider and act upon the award of contract for White Shed Water Supply Corporation Water Well - FM 1396 Project.

General Manager Paul Sigle provided background information for the Board. C Miller Driller was the lowest bidder in the amount of \$1,077,777.00. Discussion was held. Board Member Scott Blackerby made a motion to award the contract to C. Miller Driller in the amount of \$1,077,777.00. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- XIX. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Haynie Leadership Group Inc. DBA A&V Water, for the City of Gainesville 16" Foundry Road Water Line Replacement Project as complete and authorizing Change Order No. 1.

General Manager Paul Sigle provided background information for the Board. Change Order No. 1 in the amount of \$50,000.00 reduced the contract price resulting in a final contract price of \$1,041,252.26. Board Member Henry Koehler made a motion to approve the project as complete and authorize Change Order No. 1. Board Member Matt Brown 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 Hayes Construction, LLC., for the City of Bells Water System Improvements-Water Main Installation Project as complete and authorizing Change Order No. 5.

General Manager Paul Sigle provided background information for the Board. Change Order No. 5 reduced the contract price by \$26,150.00, resulting in a final price of \$777,635.00. Board Member Matt Brown made a motion to accept the project as complete and authorize Change Order No. 5. Board Member Scott Blackerby 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 Landmark Structures I, Inc. for the City of Van Alstyne,

750,000 Gallon Elevated Storage Tank Project as complete and authorizing Change Order Numbers 1-8.

General Manager Paul Sigle provided background information for the Board. Change Orders No. 1 through No. 7 did not result in any change to the contract price. Change Order No. 8 reduced the contract price by \$17,195.50, resulting in \$4,452,804.50 for the final contract price. Board Member Josh Wells made a motion to approve Change Orders 1 through 8 and accept the project as complete. 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 Lynn Vessels Construction, LLC., for the City of Sherman Crossroads Wastewater Main Extension Project as complete and authorizing Change Order No. 1.

General Manager Paul Sigle provided background information for the Board. Change Order No. 1 reduced the contract price by \$46,671.33, resulting in \$1,378,166.82 for the final contract price. Board Member Scott Blackerby made a motion to approve Change Order No. 1 and accept the 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 Garney Companies Inc., for the City of Sherman 36" West Water Main and Concentrate Discharge Project as complete and authorizing Change Order No. 2.

General Manager Paul Sigle provided background information for the Board. Change Order No. 2 reduced the contract price by \$3,965,550.52, resulting in \$79,082,934.80 for the final contract price. Board Member Matt Brown made a motion to approve Change Order No. 2 and accept the project as complete. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- XXIV. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Red River Construction, for the City of Sherman WTP-LAS & Rapid Mix Improvements Project as complete and authorizing Change Order No. 2.

General Manager Paul Sigle provided background information for the Board. Change Order No. 2 reduced the contract price by \$19,099.67, resulting in \$4,878,785.52 for the final contract price. Board Member Ken Brawley made a motion to approve Change Order No. 2 and accept the project as complete. Board Member Josh Wells seconded the motion. Motion passed unanimously.

- XXV. Receive report on CGMA Capital Improvements Plan.

General Manager Paul Sigle provided background information for the Board. Carlos Garcia, Freeze and Nichols, provided the report. Discussion was held

- XXVI. Discussion and possible action on Bloomdale GST #2 Tank Failure.

General Manager Paul Sigle provided background information for the Board. Discussion was held

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

Discussions were held on tanks.

XXVIII. Adjourn

Board Vice President Donald Johnston declared the meeting adjourned at 1:20 p.m.

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Recording Secretary

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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 MAY

The following liabilities are hereby presented for payment:	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
<b>GENERAL:</b>				
<u>Dues and Subscriptions</u>				
American Express - Intuit (49.50) Doodle (83.40) Sherman Chamber of Commerce (412.00) GoDaddy/Microsoft(365(215.76)GoDaddy b	1,168.30			
Sherman Chamber of Commerce - (Connect membership - yearly renewal 2026)	412.00			
<u>Equipment/Field Supplies</u>				
Bank of Texas Visa - (Harbor Freight)	24.89			
Hach - (1 each Chemkey 25 piece total ammonia chemkey)	124.20			
<u>Equipment / Supplies - Contract Operation Services</u>				
Nextraq LLC - (GPS Tracking on all field operator trucks)	336.90			
<u>Fuel and Reimbursements for Mileage</u>				
Tasha Hamilton (Reimbursement for mileage)	143.85			
Paul Sigle (Reimbursement for Mileage)	282.03			
Stacy Pattrick (Reimbursement for mileage)	163.15			
Velma Starks (Reimbursement for mileage)	37.33			
Valero Fleet Plus (Fuel Expense for closing date 5/15/26)	1,587.31			
<u>Leases/Rental Fees</u>				
Pitney-Bowes (Mailing system - May 202 meter refill)	500.00			
North Texas Regional Airport (Lease - administrative offices)	2,758.85			
Wells Fargo Finance Center (Lease - Konica)	560.87			
<u>Meetings and Conferences</u>				
American Express - (Crackle & Oink BOD meeting (194.85) Hucks administration day (199.52)	394.37			
<u>Miscellaneous</u>				
Valley View Consulting (Investing fees)	17,487.99			
<u>Postage</u>				
United States Postal Service (Meter Refill)	500.00			
<u>Professional Services</u>				
Final Details (Cleaning Service)	585.00			
Valley View Consulting, LLC - (Investment Advisory Services for Jan, Feb & March 2026)	17,487.99			
<u>Repair &amp; Maintenance - Building &amp; Equipment</u>				
HD Supply - (Winged Wire Connectors, 2X4 LED 4 Prismatic Panels)	266.67			
Lowes Business Account - (14 GA Primary White & Black Wire, 2 1X4 Flat Panels)	263.29			
Neal Plumbing - (Toilet running GPF Sloan Closet Rem)	157.97			
<u>Repair &amp; Maintenance - Administrative and Operations Vehicles</u>				
Bank of Texas Visa - (Circle Star carwash (56.00) O'Reillys(69.79)	125.79			
<u>Supplies</u>				
American Express - Zulty (phone system)	207.23			
Bank of Texas Visa (Office Depot(226.68) Amazon(158.34)Office Depot(43.94) Office Depot(70.34)	499.30			
DTI Voice Data Services - (Installed 2 new Zulty phones and power supplies)	280.00			
<u>Uniforms</u>				
Reimbursement for B. Bradley (coveralls)	103.00			
Reimbursement for R. McCool (boots)	319.28			
<u>Utilities</u>				
ATMOS Energy (Gas)	117.64			
City of Denison (Water)	404.24			
City of Sherman (Trash services)	89.00			
Shell Energy (Electric - Bldg 703 electric. For the period of 4/8/26 - 5/7/26)	347.46			
Sparklight (Internet)	125.93			
Bryan Bradley (Reimbursement for cell phone expenses)	25.00			
Bobby Miller (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 (Reimbursement 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			
<b>TOTAL:</b>	<b>\$ 48,070.17</b>	<b>\$ 14,970.00</b>	<b>\$ 14,725.04</b>	

**SOLID WASTE:**Utilities

Grayson-Collin Electric	278.91		
Starr Water Supply	36.18		
<b>TOTAL:</b>	<b>\$ 315.09</b>	<b>\$ 355.58</b>	<b>\$ 315.26</b>

**WASTEWATER:**Advertising

American Express - Column Public Notice McKinney - (WW 2023 CWSRF)	1,770.28		
American Express - Column Public Notice Herald Democrat - (WW 2023 CWSRF)	427.68		
American Express - Gainesville Daily Registry - (WW 2023 CWSRF)	1,672.40		

Construction Contracts

Red River Construction Co. - (Sherman 2025 - SWWTP - MBR Solids Thickening Improvements Pay App #3A)	336,065.76		10% complete
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Engineering Fees

Antero Group - (Bells 2022 - Bells Water Tank - TWDB Funding for water and septic)	110.00		
Brockette Davis Drake Inc. - (Sherman 2019 REF- Crossroads WW Main Extension Services for 4/1/26 - 4/30/26)	3,825.00		
Freese & Nichols - (Sherman 2021 OM - Eastside Lift Station & Regional Sewer engineering services through 4/30/26)	6,500.00		
Geotex Engineering Labs, LLC - (Sherman 2023 OM Post Oak WWTP Electrical Upgrade for April 2026)	5,615.38		
Geotex Engineering Labs, LLC - (Sherman 2025 - Solids Thickening Building Project)	5,542.50		
Mead & Hunt Inc. - (Sherman 2024A - Bialock Park Interceptor Improvements, services from 4/1/26-4/30/26)	2,623.18		
Mead & Hunt Inc. - (Sherman 2025 - WWTP Relift Pump & Effluent Filter services from 4/1/26 - 4/30/26)	1,305.25		
Plummer - (Sherman 2024A - WWTP Electrical switchgear design-15-KV Electrical Distribution and generator, services through 04/24)	18,348.74		
Teague, Nail & Perkins, Inc. - (Sherman 2024A - Heritage Ranch Downstream Wastewater Improvements as of 3/31/2026)	17,184.52		

Paying Agent Fees

BOK Financial - (Anna/Melissa 2006 Seies Semi-Annual Paying Agent Fee)	475.00		
BOK Financial - (Anna/Melissa 2007 Seies Semi-Annual Paying Agent Fee)	475.00		
BOK Financial - (Melissa 2009A Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Melissa 2009B Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Pottsboro 2006 Semi-Annual Paying Agent Fee)	225.00		
BOK Financial - (Pottsboro 2019 Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Pottsboro 2022A Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Pottsboro 2022 Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Van Alstyne 2014B Semi-Annual Paying Agent Fee)	300.00		

<b>TOTAL:</b>	<b>\$ 403,965.69</b>	<b>\$ 1,930,024.83</b>	<b>\$ 193,038.90</b>
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**WATER:**Arbitrage Fees

United States Treasury - (Sherman 2021 Arbitrage Fees)	204,589.37		
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Construction Costs

Drake General Contractors - (Bear Creek SUD 2024 - Pump Station #2 Pay App #10)	1,249,364.66		49% complete
Drake General Contractors - (Bear Creek SUD 2024 - Pump Station #1 upgrade Pay App #12)	488,831.39		57% complete
Landmark Structures I, LP - (Sherman 2024 - Shepherd 2.0 MG Elevated Storage Tank)	762,011.63		10% complete
Landmark Structures I, LP - (Sherman 2024 - Shepherd 2.0 MG Elevated Storage Tank)	1,886,776.01		23% complete
Maguire Tank, Inc. - (NWG WCID 2022 - Elevated storage tank #2 - TWDB Project No. 21797)	28,500.00		92% complete

Engineering Fees

Geotex Engineering Labs, LLC - (Sherman 2024A - Shepherd Elevated Storage Tank Shepherd St)	6,637.63		
Hayter Engineering Inc. - (Gober 2021 - Engineering fees for Water System Improvements)	1,000.00		
Parkhill, Smith & Cooper - (Sherman 2021 OM - Sherman emergency power generation, services from 3/1/26 - 3/31/26)	2,493.00		
Parkhill, Smith & Cooper - (Sherman 2024A - Sherman emergency power generation, services from 3/1/26 - 3/31/26)	7.00		

Groundwater

American Express (NTGCD - TWA(225.00)GW summit(170.00)GW summit(170.00)GW Summit(170.00)TAGD(105.00)GoDaddy Micr	2,125.43		
American Express (RRGCD - TWA(225.00)GW summit(170.00)GW summit(170.00)GW Summit(170.00)TAGD(105.00)Zulty(207.23)C	1,302.94		
Bank of Texas Visa (NTGCD - Uplift Desk (47.00) Chick-Fil-A (254.67) American Casting (155.34)Batteries+Bulbs(57.35) AceHardware	616.26		
Bank of Texas Visa (RRGCD - Uplift Desk (47.00) American Casting (155.35)	202.35		
Feast On This (RRGCD - BOD lunch for May 2026)	349.00		
Allen Burks (NTGCD - cell phone reimbursement)	12.50		
Allen Burks (RRGCD - cell phone reimbursement)	12.50		
Kelley Carr (NTGCD - cell phone reimbursement)	12.50		
Kelley Carr (RRGCD - cell phone reimbursement)	12.50		
Kenneth Elliott (NTGCD - cell phone reimbursement)	12.50		
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50		
Paul Sigle (NTGCD - cell phone reimbursement)	8.33		
Paul Sigle (RRGCD - cell phone reimbursement)	8.33		
Paul Sigle (NTGCD - mileage reimbursement)	57.35		
Rita Wilson (NTGCD - mileage reimbursement)	10.15		
Ryan Andersen (NTGCD - cell phone reimbursement)	12.50		
Ryan Andersen (RRGCD - cell phone reimbursement)	12.50		
Valero Fleet Plus (NTGCD - Fuel Expense for closing date 5/15/26)	635.03		
Valero Fleet Plus (RRGCD - Fuel Expense for closing date 5/15/26)	143.00		
Velma Starks (NTGCD - mileage reimbursement)	24.28		
Velma Starks (RRGCD - mileage reimbursement)	26.61		

Paying Agent Fees

BLX - (Sherman 2021 OM - Interim Arbitrage Rebate Report for period ending 4/13/2026)	1,750.00		
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BOK Financial - (Dorchester 2002 Semi-Annual Paying Agent Fee)	200.00		
BOK Financial - (Dorchester 2022 Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Gober 2021 Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Gober 2023 Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Pottsboro 2007 Semi-Annual Paying Agent Fee)	325.00		
BOK Financial - (Van Alstyne 2015 Semi-Annual Paying Agent Fee)	300.00		
BOK Financial - (Van Alstyne 2021 Semi Annual Paying Agent Fee)	300.00		
<b>CGMA Repair &amp; Maintenance</b>			
Cox Services - (took apart worn ageing valves (x3), and inspected, and deemed salvagable, refurbished valves reassembled and delive	2,600.00		
Enviornmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines)	1,044.00		
Freese & Nichols - (Bloomdale GST Review and Construction Inspection services rendered through 4/30/26)	5,561.02		
Nippson Sanso Matheson (CGMA - Lease - HP CYL, 1 Year)	195.00		
RLC Controls Inc. - (Van Alstyne to wire south tank level in series with GTUA panel and Van Alstyne 100 ft seal tight wire and add split	1,150.00		
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	164.45		
<b>Supplies</b>			
Bank of Texas Visa - (Lawn & Timber(60.57) Ace Hardware(38.95) Equipment Share(39.09)Lawn&Timber(48.49)Flanagans(29.20) Jof	244.64		
Hach - (3 System Verification chemkeys, Box of 300 Free chlorine)	532.50		
HD Supply - (Cement,nuts and bolts, Titanium Bit, PVC female and male adapters and odor absorber)	81.86		
HD Supply - (TRU FUEL quantity 2)	51.90		
Lowes - (CGMA - RH SLT/PH MS 1/4x20x3/4, 6 inch safety hasp, 3 Ct Brush Cut Rep, 1 HV Duty Brush Cutt, Speed Savage Supreme	69.31		
Nation Wholesale Supply - (2 Brass Coupling LF, Millrose 1/2 pint blue monster pipe thread sealant)	62.58		
Offen Petroleum - (Bloomdale Pump Station - TxLed Dyed Diesel 179 gallons for generator)	1,002.56		
<b>CGMA Utiliities</b>			
AT & T Mobility - (CGMA - Cradle Point lines for Bloomdale Pump Station SCADA for the period of 4/8/26 - 5/7/26)	781.48		
AT & T U-Verse - (CGMA - Internet service for Bloomdale pump station for the period of 4/29/26 - 5/28/26)	69.89		
North Texas Municipal Water District (Water Usage)	831,030.00		
Paul Sigle (Reimbursement for mileage)	82.43		
Shell Energy (Bloomdale Pump Station)	22,842.29		
Frontier Waste - McKinney (CGMA - Bloomdale Pump Station trash collection)	115.82		
Valero (CGMA - Fuel Expense for closing date 5/15/26)	1,621.80		
<b>TOTAL:</b>	<b>\$ 5,304,308.91</b>	<b>\$ 3,479,500.47</b>	<b>\$ 20,205,600.56</b>
<b>GRAND TOTAL:</b>	<b>\$ 5,756,659.86</b>	<b>\$ 524,850.88</b>	<b>\$ 20,413,679.76</b>

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 VII**



# GREATER TEXOMA UTILITY AUTHORITY

## AGENDA COMMUNICATION

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DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. VII

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

**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.**

### **ISSUE**

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.

### **BACKGROUND**

The City of Whitewright reached out to the Authority about additional funding for their 2019 DWSRF Water Improvements project. The original bond issuance included funding for a new well, water lines and a new pump station. After bidding out the well and water line projects, there were not significant funds for the pump station project. The DWSRF Bond issuance will include \$2,203,285 in principal forgiveness and \$965,000 as a 0% interest loan for a total of \$3,168,285. This item is for the principal forgiveness portion of the commitment.

### **CONSIDERATIONS**

To proceed with the Bond issuance, GTUA and City of Whitewright need to adopt a resolution authorizing the issuance. The City of Whitewright City Council is set to consider this at their July 9, 2026, meeting

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

### **STAFF RECOMMENDATIONS**

Authority staff recommend that the Board of Directors approve the Principal Forgiveness Agreement Resolution.

### **ATTACHED**

PFA Resolution

A RESOLUTION authorizing the execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the Greater Texoma Utility Authority and an Escrow Agreement relating thereto.

WHEREAS, the Texas Water Development Board (the "TWDB") adopted Resolution No. \_\_\_\_\_ on March 31, 2026 (the "TWDB Resolution") making a commitment to provide financial assistance to the Greater Texoma Utility Authority (the "Authority") on behalf of the City of Whitewright, Texas (the "City") in the amount of \$3,168,285 from the Drinking Water State Revolving Fund to finance the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City, and the payment of all costs incident and related to the construction, acquisition and financing thereof; and

WHEREAS, in connection with such commitment, the TWDB determined that the City qualifies for a subsidy as a "Disadvantaged Community" in 31 T.A.C. § 371.1(23) and agreed, pursuant to the TWDB Resolution, to provide a loan in the amount of \$3,168,285 to the Authority (evidenced by the TWDB's purchase of the Authority's \$965,000 "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (City of Whitewright Project)" authorized pursuant to a resolution adopted on March 31, 2026) and further agrees that \$2,203,285 will be forgiven upon execution of a Principal Forgiveness Agreement; and

WHEREAS, the Board of Directors hereby finds and determines that (1) the Principal Forgiveness Agreement between the Authority and the TWDB substantially in the form and content of **Exhibit A** attached hereto and (2) the Escrow Agreement substantially in the form and content of **Exhibit B** attached hereto should be approved and authorized to be executed; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY:

SECTION 1: The form of Principal Forgiveness Agreement between the TWDB and the Authority attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved for and on behalf of the Authority as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the General Manager may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the General Manager for and on behalf of the Authority and as the act and deed of this Board of Directors; and such Principal Forgiveness Agreement as executed by said officials shall be deemed approved by this Board of Directors and constitute the agreement herein approved.

SECTION 2: Upon receipt, the Principal Forgiveness proceeds shall be deposited in an account to be maintained by BOKF, NA, Houston, Texas (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. The Escrow Agreement between the Escrow Agent and the Authority attached hereto as **Exhibit B** and incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the General Manager may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the President and Secretary of the Board of Directors for and on behalf of the Authority and as the act and deed of this Board of Directors; and such Escrow Agreement as executed by said officials shall be deemed approved by this Board of Directors and constitute the Escrow Agreement herein approved.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 4: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this June 15, 2026.

GREATER TEXOMA UTILITY AUTHORITY

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

(Authority Seal)

[signature page of Principal Forgiveness Resolution]

**EXHIBIT A**

PRINCIPAL FORGIVENESS AGREEMENT  
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD  
AND THE GREATER TEXOMA UTILITY AUTHORITY



# **Principal Forgiveness Agreement Drinking Water State Revolving Fund**

**TEXAS WATER DEVELOPMENT BOARD**

**AND**

**GREATER TEXOMA UTILITY AUTHORITY**

**GRAYSON AND FANNIN COUNTIES, TEXAS**

**TWDB COMMITMENT NO. LF1002361**

**TWDB PROJECT NO. 62831 (IUP FISCAL YEAR 2024)**

**TWDB RESOLUTION NO. 26-032**

**CFDA # 66.468**

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GREATER TEXOMA UTILITY AUTHORITY  
TWDB COMMITMENT NO. LF1002361  
TWDB PROJECT NO. 62831  
TWDB RESOLUTION NO. 26-032

**PRINCIPAL FORGIVENESS AGREEMENT**

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**Escrow Agreement..... EXHIBIT G**

**PRINCIPAL FORGIVENESS AGREEMENT  
BETWEEN THE  
TEXAS WATER DEVELOPMENT BOARD  
AND THE  
GREATER TEXOMA UTILITY AUTHORITY**

WHEREAS, the Greater Texoma Utility Authority (Authority), located in Grayson and Fannin Counties, has filed an application with the Texas Water Development Board (TWDB) for financial assistance in the amount of \$3,168,285 from the Drinking Water State Revolving Fund (DWSRF) to finance the planning, design, and construction of certain water system improvements identified as Project No. 62831; and

WHEREAS, on March 31, 2026, the TWDB determined that the Authority qualifies for principal forgiveness as a Disadvantaged community pursuant to 31 TAC § 371.17 and the criteria set forth in the 2024 DWSRF Intended Use Plan (IUP) and agreed, pursuant to the TWDB Resolution to provide financial assistance in the amount of \$3,168,285 to the Authority and further agreed that \$2,203,285 will be forgiven; and

WHEREAS, the TWDB and the Authority are the Parties to this Agreement.

NOW, THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Principal Forgiveness Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth herein.

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**ARTICLE I. DEFINITIONS**

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The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Principal Forgiveness Agreement and the attached exhibits.

CFR means the Code of Federal Regulations.

Commitment means an offer by the Board to provide financial assistance to an Applicant as evidenced by a TWDB resolution.

Construction Account means an account dedicated to the payment of Project costs, as defined by 31 TAC § 371.1(17) and required by the TWDB Resolution.

Disadvantaged Community means an area that meets the requirements of a disadvantaged community as defined in 31 TAC § 371.1(24) and the criteria identified in the 20<<\_>> DWSRF IUP.

DWSRF means the Drinking Water State Revolving Fund, a program of financial assistance administered by the TWDB for water projects pursuant to the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*; applicable federal regulations; Texas Water Code, Chapter 15, §§ 15.601 – 15.618; and 31 TAC Chapter 371.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget.

Emergency Preparedness Evaluation means a plan or audit that outlines future needs to ensure compliance with statutory and regulatory standards of emergency operations that directly affect operation of a public water system during an extended power outage from severe weather that impacts the system.

EPA means the U.S. Environmental Protection Agency.

Escrow Account means an account established by the Authority that will be used to manage the Principal Forgiveness Funds in accordance with an escrow agreement acceptable to the Executive Administrator, which is attached hereto as **EXHIBIT G**, until the Executive Administrator authorizes the release of the Principal Forgiveness Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or designated representative.

Financial Assistance means funding made available to eligible Applicants as authorized in 40 CFR § 35.3525, including principal forgiveness.

Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other incapacities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such incapacity that by the exercise of due diligence and care such party could not have avoided.

Green Project means a project or portion of a project that meets the EPA criteria for inclusion in the Green Project Reserve, including green infrastructure, water or energy efficiency improvements or other environmentally innovative activities.

Green Project Reserve means the equivalent amount of the EPA capitalization grant that is reserved for projects that meet the EPA's criteria for green projects.

IUP means the Intended Use Plan, State Fiscal Year 2024, approved by the TWDB and the EPA in which the Project was prioritized for funding.

Obligations means the \$965,000 Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (City of Whitewright Project), together with all authorizing documents, which evidence the portion of the financial assistance that is not forgiven, identified as L1002362.

Outlay Report means the TWDB form regarding the total amount of costs incurred by the Authority relating to the Project for the specified period.

Parties or Party means the TWDB and the Authority and their authorized successors and assignees.

Principal Forgiveness Funds means the portion of the Financial Assistance that is forgiven identified as LF1002361, in an amount not to exceed \$2,203,285.

Project means the project for which the TWDB is providing financial assistance under this Agreement and as further described in the TWDB Resolution and identified as Project No. 62831.

State means the State of Texas.

TWDB Resolution means TWDB Resolution No. 26-032, dated March 31, 2026, approving the application for financial assistance filed by the Authority and authorizing the execution of this Agreement.

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## **ARTICLE II. AUTHORITY AND RECITALS**

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**2.01. AUTHORITY.** This Agreement is authorized and required by the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and is also governed by terms of the IUP; Texas Water Code, Chapter 6; Texas Water Code; Chapter 15, §§ 15.601 – 15.618; 31 TAC Chapter 371; and the TWDB Resolution.

**2.02. RECITALS.** The Parties agree that the following representations are true and correct and form the basis of this Agreement:

- A. The TWDB may provide financial assistance in the form of additional subsidization, such as principal forgiveness, for all or a portion of the Project costs in an amount which the TWDB has determined to be eligible.
- B. On March 31, 2026, the TWDB considered an Application filed by the Authority for financial assistance from the DWSRF program. Based on the representations made by the Authority in that Application, the TWDB adopted the TWDB Resolution in which the TWDB:

1. determined that the Authority qualifies for principal forgiveness and is eligible for financial assistance; and
  2. made a commitment to provide financial assistance through the purchase of bonds in an amount not to exceed \$965,000 for the planning, design, and construction of the Project and to provide additional subsidization in the form of principal forgiveness to the Authority in an amount not to exceed \$2,203,285 as Principal Forgiveness Funds without the expectation of repayment.
- C. The TWDB and the Authority enter this Agreement to memorialize and set forth the terms and conditions for the Principal Forgiveness Funds in an amount not to exceed \$2,203,285. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB pursuant to the TWDB Resolution, which is attached to this Agreement as **EXHIBIT A**. The Authority is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the Authority, a copy of which is attached hereto as **EXHIBIT B**.
- D. Nothing in this Agreement supersedes or affects any provisions of the Obligations relating to the Financial Assistance amount not forgiven.

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### **ARTICLE III. LEGAL REQUIREMENTS**

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**3.01. APPLICABLE LAWS.** In consideration of the performance of the mutual agreements set forth in this Agreement, the Authority, by and through its designated and authorized representatives, agrees to plan, design, or construct the Project in compliance with the following:

- A. the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and the EPA regulations at 40 CFR Part 35;
- B. all federal laws and regulations identified on **EXHIBIT C**;
- C. Texas Water Code; Chapter 15, §§ 15.601 – 15.618;
- D. 30 TAC Chapter 290; and
- E. 31 TAC Chapter 371.

**3.02. LABOR STATUTES AND REGULATIONS.** The Authority agrees to comply with the following statutes and regulations and shall execute the certifications required by the TWDB related to same. Further, the Authority shall ensure that each contract for work on the Project shall also contain the following requirements:

- A. Equal Employment Opportunity. The Authority shall comply with U.S. Department of Labor regulations at 41 CFR Chapter 60, relating to Office of Federal Contract Compliance, EEO. The Authority shall include this provision in any contract or subcontract in excess of \$10,000 as required by 40 CFR § 31.36.
- B. Davis-Bacon Act Wage Rates. In accordance with the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and the applicable IUP, the Authority, its contractors and its subcontractors, for the Project that is funded in whole or in part with Principal Forgiveness Funds, shall pay all laborers and mechanics at rates not less than those prevailing on similar projects in the same locality, as determined by the U.S. Secretary of Labor's Wage and Hour Division, in conformance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 - 3148, 29 CFR Part 5, relating to Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, and 29 CFR Part 3, relating to Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States. All contracts and subcontracts for the construction of the Project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contracts clauses as attached hereto as **EXHIBIT D**.
- C. Contract Work Hours and Safety Standards Act. The Authority shall ensure that its contractors and subcontractors comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 - 3708 and 29 CFR Part 5.

**3.03. NO LOBBYING.** The Authority agrees to comply with 40 CFR Part 34, relating to New Restrictions on Lobbying. The Authority understands and agrees that none of the Principal Forgiveness Funds provided under this Agreement shall be expended to pay any person for influencing or attempting to influence an officer or employee of any federal entity, or a Member of Congress, with regard to the awarding of any federal contract, federal grant, federal loan, or the extension, continuation, renewal, amendment or modification of any federal contract, loan, or grant. The Authority shall require that all contracts in excess of \$100,000 for work implementing the Project contain the following statement: IN ACCORDANCE WITH THE BYRD ANTI-LOBBYING AMENDMENT, ANY RECIPIENT WHO MAKES A PROHIBITED EXPENDITURE UNDER TITLE 40 CFR PART 34 OR FAILS TO FILE THE REQUIRED CERTIFICATION OR LOBBYING FORMS SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH EXPENDITURE.

**3.04. IRON AND STEEL.** The Authority will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58.

**3.05. PROCUREMENT.** The Authority shall comply with the following when procuring goods and services for work on the Project according to the requirements in this section.

- A. Debarred and Suspended Vendors. Prior to selecting any contractor, the Authority shall ensure that the contractor is not listed on the federal Excluded Parties List

System and is not suspended or disbarred by either the State or the federal government. See the following websites for lists of suspended and debarred federal and State vendors:

[www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred) and [www.sam.gov](http://www.sam.gov).

- B. State Procurement Requirements. All purchases for goods, services or commodities made with funds provided under this Agreement shall comply with State and local procurement and contracting laws.

**3.06. FINANCIAL, MANAGERIAL AND TECHNICAL CAPABILITIES.** The Authority covenants to maintain its technical, financial, and managerial capability to ensure compliance with the Safe Drinking Water Act § 300-j12.

**3.07. ASSURANCES RELATED TO STATE FUNDS.** The Authority certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The Authority also agrees that, during the term of this Agreement, the Authority will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

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#### ARTICLE IV. PLANNING, DESIGN, AND CONSTRUCTION

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**4.01. PROJECT REQUIREMENTS.** The Authority shall comply with the following requirements:

- A. Plans and Specifications. The Authority shall construct the Project in accordance with the plans and specifications as sealed by a State licensed engineer and as approved by the Executive Administrator in compliance with 31 TAC §§ 371.60 – 371.63.
- B. Changes to Plans and Specifications. The Authority shall not make or implement any changes to the scope of the Executive Administrator’s approved Project or to the specifications for the Project including, but not limited to, changes to the Green Project Reserve portion of the Project without the written approval of the Executive Administrator.
- C. Project Schedule. The Authority shall adhere to the TWDB approved Project schedule, attached as **EXHIBIT E**, and shall timely and expeditiously use funds and complete the Project. The Authority shall not exceed or revise the Project schedule except upon written approval from the TWDB. The Authority shall not delay the Project completion date except by Amendment to this Agreement.
- D. Project Budget. The Authority shall be solely responsible for all costs that exceed the TWDB approved Project budget, attached as **EXHIBIT F**. The Authority shall notify the Executive Administrator immediately when it appears that the Project budget

may not be sufficient to complete the Project. The Authority shall not exceed the Project budget except by Amendment to this Agreement.

- E. Environmental Compliance. The Authority shall comply with all environmental conditions and shall implement environmental mitigation measures as required through TWDB environmental review under 31 TAC Chapter 371, Subchapter E.

**4.02. PROGRESS REPORTS.** The Executive Administrator may request reports on the progress of the Project at any time. The reports shall contain information as directed by the Executive Administrator and shall be submitted periodically as requested. The Authority shall respond as requested and a failure to respond may result in withholding the release of funds from the Escrow Account.

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## **ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS**

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**5.01. CONDITIONS FOR DISBURSEMENT OF PRINCIPAL FORGIVENESS FUNDS.** No Principal Forgiveness Funds shall be deposited into the Escrow Account or released until the applicable requirements and conditions in the TWDB Resolution and 31 TAC § 371.72, relating to Disbursement of Funds, are met. Construction funds shall not be released unless the Authority has complied with 31 TAC Chapter 371, Subchapter E, relating to Environmental Reviews and Determinations, and 31 TAC §§ 371.60 – 371.63, relating to Engineering Review and Approval. If other conditions affect the release of funds, the Parties agree to negotiate in good faith regarding any new or different terms or conditions that become applicable to the release of Principal Forgiveness Funds.

**5.02. DELIVERY OF PRINCIPAL FORGIVENESS FUNDS.** The TWDB shall deposit the Principal Forgiveness Funds in an approved Escrow Account to be released to the Authority's Construction Account at the direction of the Executive Administrator.

- A. Outlay Reports and Invoices. The Authority shall submit the following documentation:
1. TWDB Outlay Report forms identifying:
    - a. the total amount of expenses incurred by the Authority for the period covered by the Outlay Report; and
    - b. invoices, receipts or other documentation satisfactory in form and in substance to the TWDB sufficient to establish the requested amount as an eligible expense incurred by the Authority.
  2. Outlay Report forms are due to TWDB quarterly during the planning and design phases and monthly during the construction phase of the Project until the completion of the Project.

B. Release from Escrow Account. The Executive Administrator shall authorize the release of Principal Forgiveness Funds from Escrow when Outlay Reports have been approved by the TWDB.

**5.03. INELIGIBLE EXPENSES.** The Authority must use Principal Forgiveness Funds for Eligible Expenses. The Authority must return any Principal Forgiveness Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Principal Forgiveness Funds used for any ineligible or unverified expenses shall be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Principal Forgiveness Funds, the Authority must use other funds to fully repay the TWDB.

**5.04. FINAL ACCOUNTING.** The Authority shall provide a final accounting of funds expended on the Project pursuant to 31 TAC § 371.86 and return any remaining Principal Forgiveness Funds in a manner determined by the Executive Administrator.

**5.05. LEGAL STATUS.** The Authority must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility.

**5.06. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN.** If applicable, the Authority shall adopt and implement a water conservation and drought contingency plan that complies with Texas Water Code §§ 16.4021.

**5.07. WATER AUDIT.** If the Authority is a retail public utility as defined in Texas Water Code § 13.002 and the Authority provides potable water, then the Authority annually shall perform and file a water audit computing the Authority's most recent annual system water loss with the TWDB. The first water audit shall be submitted by May 1<sup>st</sup> following the passage of one year after the effective date of this Agreement and then by May 1<sup>st</sup> every year thereafter during the term of this Agreement. The Authority agrees to comply with 31 TAC § 358.6 relating to water audits.

**5.08. REGISTRATION REQUIREMENT.** Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, the Authority shall obtain a Data Universal Numbering System (DUNS) Number and shall maintain registration in the System for Award Management (SAM).

**5.09. ANNUAL FINANCIAL AUDIT.** During the Term of this Agreement, the Authority shall submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits shall be submitted to the TWDB no later than 135 days after the close of the Authority's fiscal year.

**5.10. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS.** Financial Assistance funds are public funds and, as such, these funds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

**5.11. SPECIAL CONDITIONS.**

- A. Before the release of construction funds for that portion of a project that proposes surface water or groundwater development, the Executive Administrator must have issued a written finding that the Authority has the right to use the water that the project financed by the TWDB will provide.
- B. Before closing, the Authority shall execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator.
- C. The Principal Forgiveness Agreement must include a provision stating that the Authority shall return any principal forgiveness funds that are determined to be surplus funds.

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**ARTICLE VI. NON-PERFORMANCE AND REMEDIES**

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**6.01. STOP WORK ORDERS.**

- A. Stop Work Order (SWO). The Executive Administrator may issue a written SWO to the Authority at any time for failure to comply with any provision of this Agreement. The SWO shall provide the Authority with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO shall provide the Authority with a specified time to cure.
- B. Authority's Response. The Authority shall provide a written response to the SWO and shall provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The Authority shall provide the response within five business days from its receipt of the SWO.
- C. Executive Administrator's Reply. The Executive Administrator may accept, reject or amend the Authority's plan and shall provide notice of such action to the Authority within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the Authority's execution of the plan to cure. The Executive Administrator may modify the Authority's plan to cure only in a manner consistent with the terms and conditions of this Agreement.
- D. Authority's Option. The Authority shall notify the Executive Administrator within five

business days whether it accepts the amended plan. If the Authority does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the Authority shall continue work to complete all obligations under this Agreement.

**6.02. TERMINATION.** The TWDB may terminate this Agreement in writing at any time. Upon receipt of a notice of termination, the Authority shall immediately discontinue all work in connection with the performance of this Agreement and shall promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement, provided, however, that any costs for Eligible Expenses incurred prior to the receipt of such written notice by the Authority shall be payable from the funding provided pursuant to this Agreement.

Within thirty days of the notice of termination, the Authority shall submit a statement showing in detail the work performed, all payments received by the Authority, and all payments made by or due from the Authority to any contractor prior to the date of termination.

**6.03. SURVIVAL OF TERMS AND CONDITIONS.**

- A. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement that:
  - 1. the Parties have expressly agreed shall survive any such termination or expiration, if any; or
  - 2. by their nature, would be intended to be applicable following any such termination or expiration.
- B. The Parties expressly agree that the following terms and conditions survive the termination or expiration of this Agreement.
  - 1. Article V, Sections 5.03, 5.04, 5.05, 5.07 and 5.08.
  - 2. Article VII, General Terms and Conditions.

**6.04. REAL ESTATE.** If the Authority purchases real estate for the Project with Principal Forgiveness Funds and any of the real estate or portion of the real estate is not used for the Project, the Authority shall repay to the TWDB the full amount of the Principal Forgiveness Funds for purchase of the real estate that is not used for the Project. Such amount shall be due and payable within 90 days after termination or expiration of this Agreement.

**6.05. REMEDIES.**

- A. The Authority shall have all remedies available in law or equity.

- B. The TWDB shall have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

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## **ARTICLE VII. GENERAL TERMS AND CONDITIONS**

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### **7.01. INSURANCE AND INDEMNIFICATION.**

- A. The Authority shall at all times keep insured with a responsible insurance company or companies such portions of the Project as are customarily insured by political subdivisions in the State that operate like properties in similar locations under similar circumstances. The Authority shall insure against risks, accidents, casualties or loss in an amount that is customarily carried by such municipalities and political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.
- B. The Authority is solely responsible for liability resulting from acts or omissions of the Authority, its employees, contractors, or agents. The Authority shall indemnify and hold the TWDB and the State harmless, to the extent that the Authority may do so in accordance with State law.
- C. Principal Forgiveness proceeds shall not be used by the Authority when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

**7.02. PERMITS.** The Authority shall be responsible for timely filing applications for all licenses, permits, registrations and other authorizations that the Authority has identified in the application for financial assistance as required for the planning, design, and construction of the Project. The Authority shall submit copies of all these final licenses, permits, registrations and other authorizations issued by local, state and federal agencies to the TWDB within thirty (30) days of receipt from the issuing agency.

**7.03. RECORDS.** The Authority shall comply with all terms and conditions relating to records of the Project as follows:

- A. Duty to Maintain Records. The Authority shall maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The Authority shall also require its contractors to maintain financial accounting records consistent with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial

documentation shall be accurate, current, and shall reflect recordation of the transactions at or about the time the transactions occurred;

1. Single Audit Act, 31 U.S.C. §§ 7501 - 7507. The Authority shall comply with the Single Audit Act and with Office of Management and Budget (OMB) Circular A-133, ensuring an audit is conducted in accordance with OMB Circulars.
  2. Green Projects. If all or part of the Project is designated as a Green Project, then the Authority shall maintain separate tracking of the expenses related to that Project or portion of the Project that has been designated as an approved Green Project.
- B. Duty to Retain Records. The Authority shall retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of 31 TAC § 371.87, relating to Records Retention. The TWDB requires the Authority to retain all records related to this Agreement for a period of three (3) years after the Obligations are paid in full.
- C. Public Records. The Authority understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that such documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The Authority is required to make any information created or exchanged pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge. The Authority shall promptly respond to a request by the TWDB for copies of any of the Authority's records related to this Agreement.
- D. Access to Records.
1. State Auditor. By executing this Agreement, the Authority accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Principal Forgiveness Funds received pursuant to this Agreement. The Authority shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The Authority also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with all Principal Forgiveness Funds received pursuant to the contract or subcontract.
  2. TWDB, EPA, and Comptroller General of the United States. The Authority agrees that the TWDB, the EPA, and the Comptroller General of the United

States shall have full access to any books, documents, papers, and records which are related to the funds expended under this Agreement and that further these federal entities may audit, examine, copy excerpts, and make transcriptions of any such books, documents, papers, and records. The standards of administration, property management, audit procedures, procurement and financial management, and the records and facilities of the Authority and its contractors are subject to audit and inspection by the TWDB and by the EPA and by any other authorized state or federal entity. All books, documents, papers, and records of the Authority related to this Agreement shall be made available for audit, examination, excerption, and transcription by the staff of the TWDB within a reasonable time after a request from the TWDB. The Authority understands and agrees that the EPA's Regional Administrator may, after a thirty-day written notice, review any records the Regional Administrator deems necessary to determine compliance with all requirements concerning the Principal Forgiveness Funds provided under this Agreement. This provision applies to all contracts and subcontracts related to the Project.

- (3) Failure to comply with applicable legal requirements and this Agreement may result in a default that results in a repayment of the assistance, termination or repayment of grants, cooperative agreements, direct assistance, or other types of financial assistance, or other remedial actions.

**7.04. UPDATING INFORMATION.** The Authority shall provide the TWDB with updated information, reports, statements and certifications as requested by the Executive Administrator relating to the financial condition of the Authority or the Project and the use of Principal Forgiveness Funds. The Authority shall promptly notify the TWDB of any material change in the activities, prospects or conditions of the Authority relating to the Project, or its ability to observe and perform its duties, covenants, obligations and agreements under this Principal Forgiveness Agreement.

**7.05. FORCE MAJEURE.** Unless otherwise provided, neither the Authority nor the TWDB nor any agency of the State shall be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *Force Majeure* or otherwise waive this right as a defense.

**7.06. NON-ASSIGNABILITY.** The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

**7.07. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, which incorporates all

attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.01 do not require an amendment to this Agreement unless a change to the Project Schedule, **EXHIBIT E** or the Project Budget, **EXHIBIT F**, results in a different project completion date or total budget amount.

**7.08. NO WAIVER.** The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of the strict performance of any such term, provision, or condition or any other term, provision, or condition.

**7.09. NO DEBT CREATED.** Each Party agrees and understands that, by this Agreement, the State, acting through the TWDB, is not lending its credit or in any manner creating a debt on behalf of the State. To the extent that the Authority is not securing the Obligations with ad valorem taxes, each Party agrees and understands that, pursuant to this Agreement, the Authority is not lending its credit or in any other manner creating a debt on behalf of the Authority.

**7.10. LAW AND VENUE.** The validity, operation, and performance of this Agreement shall be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State. The Parties understand and agree that this Agreement is for the provision of financial assistance for the planning, design, acquisition and construction of the Project and as such all or part of the performance of the terms and obligations of the Agreement will be performed in Grayson and Fannin Counties, Texas. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the TWDB shall be in Travis County, Texas. This section does not waive the sovereign immunity of the State or the TWDB.

**7.11. NOTICES.** All notices, notifications, or requests required or permitted by this Agreement shall be in writing and shall be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice shall be effective when received by the Party to whom notice is sent.

Texas Water Development Board  
Attn: Executive Administrator  
Physical Address:  
1700 N. Congress Ave., 6<sup>th</sup> Floor  
Austin, Texas 78701-1496  
Mailing Address:  
P.O. Box 13231  
Austin, Texas 78711-3231

Greater Texoma Utility Authority  
Attn: General Manager  
Physical and Mailing Address:  
5100 Airport Drive  
Denison, Texas 75020-8448

**7.12. TERM.** This Agreement is effective on the date signed by the Executive Administrator. The Agreement shall expire upon the successful completion of the Project and Final Accounting in accordance with Section 5.04 of this Agreement.

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**TEXAS WATER DEVELOPMENT BOARD**

\_\_\_\_\_  
Bryan McMath  
Executive Administrator

Date\_\_\_\_\_

**GREATER TEXOMA UTILITY AUTHORITY**

\_\_\_\_\_  
Paul Sigle  
General Manager

Date\_\_\_\_\_

**EXHIBIT A**  
TWDB Resolution No. 26-032

**EXHIBIT B**  
Greater Texoma Utility Authority's Resolution

## **EXHIBIT C**

### **List of Federal Laws and Authorities (Cross-Cutters)**

The basic rules for complying with cross-cutting federal authorities are set-out in the CWSRF regulations at 40 C.F.R. § 35.3145 and in the CWSRF regulations at 40 C.F.R. § 35.3575. A list of and link to these authorities is provided below and also available from the Environmental Protection Agency (EPA) at: [http://water.epa.gov/grants\\_funding/CWSRF/xcuts.cfm](http://water.epa.gov/grants_funding/CWSRF/xcuts.cfm). A handbook on the applicability of the cross-cutting federal authorities is available from EPA at <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>

#### **Environmental Authorities**

- Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- Clean Air Act, Pub. L. 84-159, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Floodplain Management, Executive Order 12148
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

#### **Economic and Miscellaneous Authorities**

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

#### **Social Policy Authorities**

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352 (2)
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient)
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Anti-Lobbying Provisions (40 CFR Part 34) [applies only to capitalization grant recipients]

**The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.**

## **EXHIBIT D**

### **Davis-Bacon Contract and Subcontract Provisions**

#### **(a) GENERAL CONTRACT AND SUBCONTRACT PROVISIONS.**

The subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1 and the Consolidated Appropriations Act, 2016 (or subsequent federal law), the following clauses:

#### **(1) Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **(2) Withholding**

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **(3) Payrolls and basic records**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected,

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and trainees**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR part 30.

## **(5) Compliance with Copeland Act requirements**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

## **(6) Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

## **(7) Contract termination; debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **(8) Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

## **(9) Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

## **(10) Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **b. CONTRACT PROVISIONS FOR CONTRACTS IN EXCESS OF \$100,000**

Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

### **(1) Overtime requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### **(2) Violation; liability for unpaid wages; liquidated damages.**

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

### **(3) Withholding for unpaid wages and liquidated damages**

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

#### **(4) Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **(c) MAINTENANCE OF RECORDS**

In addition to the clauses contained in Section (a), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **(d) COMPLIANCE VERIFICATION**

(1) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.<sup>1</sup> Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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<sup>1</sup> The provision that read “At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor’s submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract” was issued a waiver in EPA Class Deviation memo dated November 16, 2012.

(3) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA Region 6 DB Coordinator, TWDB, and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

**EXHIBIT E**  
Project Schedule

**EXHIBIT F**  
Project Budget

**EXHIBIT G**  
Escrow Agreement

**EXHIBIT B**  
ESCROW AGREEMENT

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of June 15, 2026, made by and between the Greater Texoma Utility Authority, a political subdivision of the State of Texas in Collin, Cooke, Fannin and Grayson Counties (the "*Authority*"), acting by and through the President and Secretary of the Board of Directors and BOKF, NA, Houston, Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "*Bank*"), as Escrow Agent (the "*Escrow Agent*") together with any successor in such capacity:

### W I T N E S S E T H:

WHEREAS, pursuant to a Principal Forgiveness Agreement (the "*Principal Forgiveness Agreement*"), the Authority accepted certain contractual obligations (the "*Obligations*") to obtain financial assistance from the Texas Water Development Board (the "*TWDB*") for the purpose of funding water system improvements (the "*Project*"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "*Proceeds*") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the Authority to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

**SECTION 1: ESCROW ACCOUNT.** In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number LF1002361 shall be released to pay closing costs or deposited to the credit of a special escrow account or escrow subaccount (the "*Escrow Account*") by the Escrow Agent. The Escrow Account shall be maintained at the Escrow Agent on behalf of the Authority and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Authority, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "GTUA WHITEWRIGHT LF1002361" and shall not be subject to warrants, drafts or checks drawn by the Authority but shall be disbursed or withdrawn to pay the costs of the project for which the Obligations were issued or other purposes in accordance with the Principal Forgiveness Agreement and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Bank shall distribute to the

Authority and to the Executive Administrator's staff of the TWDB the Escrow Account's bank statements on a monthly basis.

**SECTION 2: COLLATERAL.** All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, TEX. GOV'T CODE ANN., as amended.

**SECTION 3: INVESTMENTS.** While the Proceeds are held in escrow, the Bank shall only invest Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended. It is the Authority's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

**SECTION 4: DISBURSEMENTS.** The Bank shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

**SECTION 5: UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Principal Forgiveness Agreement. The Authority shall deliver a copy of such approval of the final accounting by the TWDB to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Principal Forgiveness Agreement, that being the sole obligation of the Authority.

**SECTION 6: CERTIFICATIONS.** The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the Authority and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

**SECTION 7: LIABILITY OF ESCROW AGENT.** To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

**SECTION 8: RECORDS.** The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection at reasonable hours and under reasonable conditions by the Authority and the TWDB.

**SECTION 9: MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate

trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank as well as an FDIC-insured depository institution. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within a reasonable time of such merger, consolidation or exchange.

**SECTION 10: AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the Authority and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Bank without its consent.

**SECTION 11: TERMINATION.** In the event that this Agreement is terminated by either the Authority or by the Bank, the Escrow Agent must report said termination in writing to the TWDB within 5 business days of such termination. The Authority is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the Authority and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the Authority must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the Authority has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Authority. Whether appointed by the Authority or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Escrow Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

**SECTION 12: EXPIRATION.** This Agreement shall expire upon final transfer of the funds in the Escrow Account to the Authority.

**SECTION 13: POINT OF CONTACT.** The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA  
1401 McKinney, Suite 1000  
Houston, Texas 77010  
Attention: Rachel Roy

Bryan McMath  
Executive Administrator  
Texas Water Development Board  
1700 North Congress Avenue  
Austin, Texas 78701

**SECTION 14: CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: **ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: **ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the Authority and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the Authority and consented to by the Escrow Agent and the TWDB.

SECTION 17: **VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the Authority but may not be paid directly from the Escrow Account; provided however, notwithstanding anything herein or in Exhibit A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2), Section 2274.002(a)(2) and Section 2276.002(a)(2) of the Texas Government Code, as amended.

SECTION 19: **IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS.** The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code.

The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such representation during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

\_\_\_\_\_  
President, Board of Directors

Address: 5100 Airport Drive  
Denison, Texas 75020

(Authority Seal)

\_\_\_\_\_  
Secretary, Board of Directors

[signature page of Escrow Agreement]

BOKF, NA, Houston, Texas, as Escrow Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 1401 McKinney, Suite 1000  
Houston, Texas 77010

[signature page of Escrow Agreement]

**EXHIBIT A**  
**BANK FEES**

**AGENDA ITEM VIII**



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

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**DATE:** June 10, 2026

**SUBJECT:** AGENDA ITEM NO. VIII

**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 (CITY  
OF WHITEWRIGHT PROJECT)”, INCLUDING THE ADOPTION OF A RESOLUTION APPROVING  
THE ISSUANCE OF SUCH BONDS.**

## **ISSUE**

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.

## **BACKGROUND**

The City of Whitewright reached out to the Authority about additional funding for their 2019 DWSRF Water Improvements project. The original bond issuance included funding for a new well, water lines and a new pump station. After bidding out the well and water line projects, there were not significant funds for the pump station project. The DWSRF Bond issuance will include \$2,203,285 in principal forgiveness and \$965,000 as a 0% interest loan for a total of \$3,168,285. This item is for the loan portion of the commitment.

## **CONSIDERATIONS**

To proceed with the Bond issuance, GTUA and City of Whitewright need to adopt a resolution authorizing the issuance. The City of Whitewright City Council is set to consider this at their July 9, 2026, meeting

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

## **STAFF RECOMMENDATIONS**

Authority staff recommend that the Board of Directors approve the Bond Resolution.

## **ATTACHED**

Bond Resolution

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**BOND RESOLUTION**

**\$965,000**

**GREATER TEXOMA UTILITY AUTHORITY  
CONTRACT REVENUE BONDS  
SERIES 2026  
(CITY OF WHITEWRIGHT PROJECT)**

**Adopted: June 15, 2026**

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A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority authorizing the issuance of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (City of Whitewright Project)" for the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Whitewright, Texas, and the payment of all costs incident and related to the construction, acquisition, improvement, and financing thereof; pledging the Pledged Revenue to the payment of the principal of and interest on said Bonds; and resolving other matters incident and related to the issuance, sale, and delivery of said bonds

WHEREAS, the Board of Directors of the Greater Texoma Utility Authority (the "Authority") has determined that \$965,000 in principal amount of bonds should be issued at this time to provide funding for the Series 2026 Project more fully described in Section 1 hereof; and

WHEREAS, the Board of Directors of the Authority has determined that the bonds herein authorized may and shall be issued as Additional Bonds (herein defined) on a parity with the Outstanding Previously Issued Bonds (herein defined) in that:

- (a) The Authority is not now in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the Outstanding Bonds Similarly Secured or the Contract (herein defined), including any amendment or supplement thereto;
- (b) A consulting engineer has certified to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Series 2026 Project (herein defined);
- (c) The City of Whitewright, Texas, will approve this resolution authorizing the issuance of the Bonds as to form and content and shall acknowledge that the payment of principal of and interest on such Bonds is payable, in whole or in part, from payments to be made by the City of Whitewright, Texas, under and pursuant to the Contract;
- (d) The Bonds mature on October 1 in each of the years in which they are scheduled to mature;
- (e) This Resolution provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Bonds as the same become due; and
- (f) This Resolution provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis on the Outstanding Bonds Similarly Secured as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Bonds) for the payment of principal of and interest on all obligations to be secured by a lien on and pledge of the Pledged Revenue, and provides that any additional amount to be maintained in the Reserve Fund shall be accumulated within not more than sixty (60) months from the date of the passage of this Resolution;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Revenue bonds of the Authority shall be and are hereby authorized to be issued as a series in the aggregate principal amount of \$965,000 to be designated and bear the title "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (City of Whitewright Project)," (hereinafter referred to as the "Bonds"), for the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Whitewright, Texas (the "City"), and the payment of all costs incident and related to the construction, acquisition and financing thereof, pursuant to authority conferred by and in conformity with the Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283.

SECTION 2: Payment Dates – Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities. The Bonds shall be issued as fully registered obligations only, shall be dated July 22, 2026 (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on October 1 in each of the years and in principal installments (the "Stated Maturities") in accordance with the following schedule:

<u>YEAR OF</u> <u>STATED MATURITY</u>	<u>PRINCIPAL AMOUNT (\$)</u>
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
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2055	
2056	

The Bonds do not bear interest.

**SECTION 3: Terms of Payment - Paying Agent/Registrar.** The principal of, premium, if any, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders. A copy of the Security Register shall be maintained within the State of Texas at all times.

The selection and appointment of BOKF, NA, Houston, Texas, as Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Authority agrees and covenants to cause to be kept and maintained at the Designated Payment/Transfer Office (identified below) of the Paying Agent/Registrar books and records (the "Security Register") for the registration, payment and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and Authority may prescribe; and the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the Authority are authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The Authority covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the Authority agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or on a date of earlier redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated office in Houston, Texas (the "Designated Payment/Transfer Office"). Provided, however, while the Texas Water Development Board (the "Board") is the registered owner of the Bonds, payments on the Bonds shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**SECTION 4: Redemption.**

(a) **Optional Redemption.** The Bonds having Stated Maturities on and after October 1, 2036, shall be subject to redemption prior to maturity, at the option of the Authority, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on October 1, 2036, or on any date thereafter at the redemption price of par.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Authority shall notify the Paying Agent/Registrar of the decision to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the Authority to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the Authority.

(c) Selection of Bonds for Redemption. If fewer than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding, which is obtained by dividing the principal amount of such Bonds by \$5,000, and shall select the Bonds to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not fewer than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the Authority and at the Authority's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, and (iv) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable; provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Authority at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every

Holder of the Bonds issued under and pursuant to the provisions of this Resolution, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the single Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and being of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the single Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity and being of a like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the Authority, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 30 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the Authority nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in this Resolution relating to the payment and transfer/exchange of the Bonds, the Authority hereby approves and authorizes the use of the "Book-Entry Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in a Blanket Issuer Letter of Representations by and between the Authority and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the Authority covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

The Authority agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Bonds without prior notice to and consent from the Board while the Board is the Holder of any of the Bonds.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the Authority by the President or Vice President of the Board of Directors under its seal reproduced or impressed thereon and attested by the Secretary or Assistant Secretary of the Board of Directors. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Authority on the date of the adoption of this Resolution shall be deemed to be duly executed on behalf of the Authority, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial Holders and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond duly signed shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

Notwithstanding the above and foregoing paragraph, the Initial Bonds authorized for delivery to the initial purchasers in Section 8 hereof shall have printed thereon both Certificates of Registration appearing in Section 9(c) and 9(d) hereof, and both such certifications shall be

required to be manually executed in connection with the initial delivery of the Initial Bonds and both such certifications appearing on the Initial Bonds, duly signed, shall be conclusive evidence that such Initial Bonds have been duly certified, registered and delivered.

**SECTION 8: Initial Bond(s).** The Bonds herein authorized shall be initially issued either (i) as a single fully registered Bond in the total principal amount of \$965,000 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered Bonds, being one bond for each year of maturity in the applicable principal amount and numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial Purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 9: Forms.**

(a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond, the Registration Certificate of Paying Agent/Registrar to appear on the definitive Bonds, and the form of Assignment to appear on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution, and the Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association if available, and otherwise the reference to CUSIP NO. in the form of Bond may be omitted from the Bonds) and such legends and endorsements (including insurance legends in the event the Bonds are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Authority or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) **Form of Bond.**

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
Counties of Collin, Cooke, Fannin, and Grayson  
Greater Texoma Utility Authority

Contract Revenue Bonds, Series 2026  
(City of Whitewright Project)

Bond Date:  
July 22, 2026

Stated Maturity:  
October 1, 20\_\_\_\_

CUSIP NO.  
\_\_\_\_\_

Registered Owner:

Principal Amount:

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner of this Bond named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above, the Principal Amount hereinabove stated. This Bond does not bear interest. The Principal Amount hereinabove stated is payable at its Stated Maturity date or date of redemption to the Holder thereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the Registration Certificate hereon, or its successor. This Bond does not bear interest. All payments of principal of this Bond and premium, if any, shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

If the date for the payment of the principal of this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$965,000 (herein referred to as the "Bonds") pursuant to a Resolution adopted by the governing body of the Authority (herein referred to as the "Resolution"), for the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Whitewright, Texas (the "City"), and the payment of all costs incident and related to the construction, acquisition and financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas.

The Bonds maturing on and after October 1, 2036, may be redeemed prior to their Stated Maturities, at the option of the Authority, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar) on October 1, 2036, or on any date thereafter, at the redemption price of par.

Not fewer than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Authority and at the Authority's expense, to each Registered Owner of a Bond to be redeemed and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Holder only upon presentation and surrender of this Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office, and there shall be issued, without charge therefor to the Holder hereof, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the Authority and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Holder within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds constitute special obligations of the Authority, and, together with the Outstanding Previously Issued Bonds and any Additional Bonds, if issued, are payable as to principal and interest solely from and equally secured by a lien on the Pledged Revenue of the Authority (identified and defined in the Resolution, and including revenues to be received under and pursuant to a Contract For Water Supply and Sewer Service between the Authority and the City of Whitewright, Texas, dated as of June 20, 1990, together with all amendments thereto). Reference is hereby made to the Resolution, copies of which are on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the revenues pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Authority and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Resolution.

The Authority expressly reserves the right to issue further and additional revenue bond obligations in all things on a parity with the Bonds and the Previously Issued Bonds, payable solely from and equally secured by a lien on the Pledged Revenue described above; provided, however, that any and all such Additional Bonds may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Resolution, to which reference is hereby made for more complete and full particulars.

The Holder hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and being of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Authority and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the Authority nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid and binding obligation of the Authority have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Bond to be duly executed under the official seal of the Authority.

GREATER TEXOMA UTILITY AUTHORITY

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (   
OF PUBLIC ACCOUNTS (

THE STATE OF TEXAS

( REGISTER NO. \_\_\_\_\_  
(

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Acting Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(d) Form of Registration Certificate of Paying Agent/Registrar.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Houston, Texas, is the "Designated Payment/Transfer Office" for this Bond.

BOKF, NA  
Houston, Texas  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signature

Registration Date:

\_\_\_\_\_

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

REGISTERED  
NO. T-1

REGISTERED  
\$965,000

United States of America  
State of Texas  
Counties of Collin, Cooke, Fannin, and Grayson  
Greater Texoma Utility Authority  
Contract Revenue Bonds, Series 2026  
(City of Whitewright Project)

Bond Date: July 22, 2026

Registered Owner: Texas Water Development Board

Principal Amount: NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on October 1 in each of the years and in principal amounts in accordance with the following schedule:

<u>YEAR OF</u> <u>STATED MATURITY</u>	<u>PRINCIPAL AMOUNT</u>
--	-------------------------

(Information to be inserted from schedule in Section 2 hereof.)

(or so much thereof as shall not have been paid upon prior redemption). This Bond does not bear interest. Principal of and premium, if any, on this Bond shall be payable at the Stated Maturities or on a redemption date thereof by BOKF, NA, Houston, Texas (the "Paying Agent/Registrar"), only upon presentation and surrender of this Bond to its designated offices in Houston, Texas (the "Designated Payment/Transfer Office"), or its successor. All payments of principal of and premium, if any, on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Certain Definitions. In addition to terms defined elsewhere in this Resolution, for all purposes of this Resolution and in particular for clarity with respect to the issuance of the Bonds and the pledge and appropriation of the Pledged Revenue therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean parity revenue bonds issued in accordance with the terms and conditions prescribed in Section 19 hereof.

(b) The term "Authorized Investments" shall mean the obligations identified in the "Public Funds Investment Act" (Texas Government Code, Chapter 2256), as amended.

(c) The term "Bonds" shall mean the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (City of Whitewright Project)" authorized by this Resolution.

(d) The term "Bonds Similarly Secured" shall mean the Previously Issued Bonds, the Bonds, and Additional Bonds.

(e) The term "Contract" or "Contract For Water Supply and Sewer Service" shall mean that certain contract, dated as of the 20<sup>th</sup> day of June, 1990, by and between the Authority and the City of Whitewright, Texas, together with amendments and supplements thereto (which by the terms of any such instrument is designated as a supplement to such Contract), a conformed copy of such Contract being attached hereto as **Exhibit B** for the purposes of identification.

(f) The term "City" shall mean the City of Whitewright, Texas.

(g) The term "Cost of the Project" shall have the meaning assigned such term in Section 1.01 of the Contract.

(h) The term "Fiscal Year" shall mean the twelve month operational period of the Authority commencing October 1 of each year; provided, however, the Authority may change the fiscal year to another period of not less than twelve (12) calendar months but in no event may the fiscal year be changed more than one time in any three calendar year period.

(i) The term "Government Obligations" as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the Authority, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the Authority, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other authorized securities or obligations under applicable laws of the State of Texas that may be used to defease obligations such as the Bonds.

(j) The term "Maintenance and Operation Expense of the Project" shall have the meaning assigned such term in Section 1.01 of the Contract.

(k) The term "Outstanding" shall mean when used in this Resolution with respect to Bonds or Bonds Similarly Secured, as of the date of determination, all Bonds or Bonds Similarly Secured theretofore issued and delivered, except:

(i) those Bonds or Bonds Similarly Secured canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 29 hereof; and

(iii) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 30 hereof or similar provisions with respect to Bonds Similarly Secured.

(l) The term "Pledged Revenue" shall mean (i) the amount received by the Authority as monthly amortization payments by reason of Section 3.01(a) of the Contract, less the fees and charges of any paying agent/registrar with respect to Bonds Similarly Secured; plus (ii) the amounts deposited into the Bond Fund referenced in Section 12(b) of this Resolution and the amounts described in Section 3.01(b) of the Contract and deposited into the Reserve Fund referenced in Section 12(c) of this Resolution; plus (iii) any amounts on deposit in the Construction Fund, created and established by Section 26 of this Resolution, pending the application of such money for the payment of the Cost of the Project.

(m) The term "Previously Issued Bonds" shall mean the Outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015 (City of Whitewright Project)", dated August 1, 2015, (2) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019 (City of Whitewright Project)", dated July 15, 2019, (3) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Whitewright Project)", dated December 1, 2019, (4) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019B (City of Whitewright Project)", dated December 1, 2019, (5) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023A (City of Whitewright Project)", dated June 15, 2023, and (6) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023B (City of Whitewright Project)", dated June 15, 2023; heretofore issued which are in every respect on a parity with the Bonds.

(n) The term "Project" shall mean, with respect to the Bonds, the Series 2026 Project, and, with respect to the Bonds Similarly Secured, collectively, the Projects described as such in the exhibits attached to the ordinances of the City that have from time to time approved the issuance of Bonds Similarly Secured by the Authority for the financing of such Projects.

(o) The term "Series 2026 Project" shall mean, with respect to the Bonds, the project described in Section 1.

**SECTION 11: Pledge.** The Authority hereby covenants and agrees that all of the Pledged Revenue is hereby irrevocably pledged for the payment of the Bonds Similarly Secured, and the interest thereon, and it is hereby declared and resolved that the Bonds Similarly Secured and the interest thereon shall constitute a lien upon said Pledged Revenue.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds Similarly Secured and the pledge of the Pledged Revenue granted by the Authority under this Section of this Resolution, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the revenues granted by the Authority under this Section of this Resolution is to be subject to the filing requirements of Texas Business & Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Bonds the perfection of the security interest in said

pledge, the Authority agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business & Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 12: Fund Designations. The Authority hereby covenants and agrees with the Holders of the Bonds Similarly Secured that all income, receipts and revenues derived from the operation and ownership of the Project shall be kept separate from other funds or accounts of the Authority. To that end the following special Funds (herein so called) were created and established by a resolution authorizing Previously Issued Bonds and shall exist and govern the application of the Pledged Revenue while the Bonds Similarly Secured are Outstanding, to wit:

(a) Greater Texoma Utility Authority Revenue Fund, hereinafter called the "Revenue Fund". This Fund shall be kept in the Authority's depository bank.

(b) Greater Texoma Utility Authority Bond Interest and Sinking Fund, hereinafter called the "Bond Fund". This Fund shall be deposited with the depository bank of the Authority, or other authorized depository, as trustee of the Pledged Revenue, and moneys deposited therein shall be used to pay principal of and interest on Bonds Similarly Secured when and as the same shall become due and payable.

(c) Greater Texoma Utility Authority Bond Reserve Fund, hereinafter called the "Reserve Fund". This Fund shall be deposited with a depository of the Authority and money deposited therein shall be used to pay the principal of and interest on Bonds Similarly Secured falling due at any time when there is insufficient money available in the Bond Fund.

SECTION 13: Revenue Fund. All revenues and income of any kind or character received by the Authority by reason of (i) its ownership of all or a part of the Project, (ii) the operation of the Project, or (iii) the Contract, shall be deposited in the Revenue Fund.

In the event money is deposited in the Revenue Fund from sources other than those specified in Section 3.01 of the Contract, then such money may be invested or reinvested or placed on time deposit in the same manner as the Reserve Fund pending its application to the reduction of payments that would otherwise be required to be made by the City under Section 3.01 of the Contract. Investment income and profits from the investment of the Revenue Fund shall be retained therein until used as provided in this Section 13.

Money in the Revenue Fund shall be used in the following order of priority:

1. Payments into the Bond Fund, as provided by Section 14;
2. Payments into the Reserve Fund, as provided by Section 15;
3. The curing of any deficiencies, as provided by Section 16;
4. The payment of other costs of the Project including maintenance and operation expenses not paid by the Authority and those purposes for which provision is made by Section 3.01(c) through 3.01(e) of the Contract; and
5. Applied as provided in Section 17.

SECTION 14: Bond Fund. The Authority hereby covenants and agrees to deposit into the Bond Fund amounts sufficient to pay the principal of and interest on the Outstanding Bonds Similarly Secured as the same become due. There shall be deposited in the Bond Fund, by reason of the issuance of the Bonds, the following amounts:

From the Pledged Revenue on deposit in the Revenue Fund there shall be deposited in the Bond Fund (i) beginning on or before the fifteenth (15th) day of the month next following delivery of the Bonds and on or before the fifteenth (15th) day of each following month until and including the first interest payment date, an amount equal to not less than the fractional amount required in order to have the amount of the first installment of interest on deposit by the fifteenth (15th) day of the month next preceding the first interest payment date, and thereafter on the fifteenth (15th) day of each following month, an amount equal to not less than one sixth (1/6) of the next installment of interest; (ii) beginning on or before the fifteenth (15th) day of the month next following delivery of the Bonds, and on or before the fifteenth (15th) day of each following month until and including the first principal payment date, an amount equal to not less than the fractional amount required in order to have the amount of the first installment of principal on deposit by the fifteenth (15th) day of the month preceding the first principal payment date, and thereafter on or before the fifteenth (15th) day of each month, an amount equal to one twelfth (1/12) of the next annual principal payment to become due on the Bonds.

The amounts required to be so deposited shall take into account amounts already on deposit in the Bond Fund. Except in compliance with the rules of the Board, no bond proceeds will be deposited to the Bond Fund.

The monthly deposits to the Bond Fund for the payment of principal and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund is equal to the amount required to pay all Outstanding Bonds Similarly Secured (principal and interest) for which said Fund was created and established or (ii) the Bonds Similarly Secured are no longer Outstanding.

Moneys on deposit in the Bond Fund may be invested, to the extent such investments are Authorized Investments, in United States Treasury bills, similar direct obligations of the United States of America or in certificates of deposit of any bank which is a member of the Federal Deposit Insurance Corporation (which are fully secured by a pledge of direct obligations of, or obligations of which the principal and interest are guaranteed by, the United States of America to the extent such certificates are not insured) maturing at such dates and in such manner as will provide cash to discharge interest and/or principal payments on Bonds Similarly Secured when and as the same become due.

Investment income and profits realized from the investment of the Bond Fund shall be retained therein until used as provided in this Section.

SECTION 15: Reserve Fund. Upon the delivery of the Bonds, amounts on deposit in the Reserve Fund allocated as a part of the Reserve Fund for the security of "Bonds Similarly Secured" under the resolutions authorizing such Bonds Similarly Secured (including amounts held in the Reserve Fund by reason of the issuance of the Previously Issued Bonds) shall continue to be held as part of the Reserve Fund for the security and payment, if required, of the Bonds Similarly Secured, as defined herein. The Authority hereby covenants and agrees with the Holders of the Bonds Similarly Secured that it will provide for the accumulation of, and when accumulated, will thereafter continuously maintain in the Reserve Fund an amount equal to the average annual principal and interest requirements of all Bonds Similarly Secured (the "Required Reserve Fund Amount"). The

average annual principal and interest requirements shall be calculated upon a Fiscal Year basis on the Outstanding Bonds Similarly Secured on the date of delivery of the last series of Bonds Similarly Secured (after giving effect to the issuance of such last series); provided, however, at such time as the Previously Issued Bonds identified in Section 10(m) hereof are no longer Outstanding, the average annual requirement shall also be calculated at the end of each Fiscal Year. If any Bonds Similarly Secured are subject to mandatory redemption, the amount required to be redeemed in any Fiscal Year shall be treated as if it matured in that Fiscal Year. Any amounts on deposit in the Reserve Fund in excess of such requirement shall be transferred to the Revenue Fund.

In addition to any amounts currently being deposited to the Reserve Fund in accordance with any resolution authorizing the Previously Issued Bonds, beginning on or before the fifteenth day of the first month following the delivery of the Bonds, and on or before the 15th day of each month thereafter, there shall be deposited in the Reserve Fund an amount equal to not less than one-sixtieth (1/60) of the Required Reserve Fund Amount, and such monthly deposits shall take into account the amounts already on deposit in said Reserve Fund.

When the Required Reserve Fund Amount has been fully accumulated, said monthly payments to said Fund may be terminated; provided, however, should the amount in such fund be reduced, after the Required Reserve Fund Amount has been accumulated, monthly deposits shall be resumed and continued to be made in an amount not less than one-twelfth (1/12) of the amount of the deficiency, on or before the 15th day of each month until the Required Reserve Fund Amount has been fully restored.

Money in the Reserve Fund may be, at the option of the Authority, invested or reinvested from time to time in Government Obligations or in certificates of deposit of any bank that is a member of the Federal Deposit Insurance Corporation and which certificates of deposit are fully insured and/or secured by a pledge of the securities of any of the kind hereinabove specified, such obligations or securities to mature in not more than ten (10) years from the date of such investment or not later than the final maturity of the Outstanding Bonds Similarly Secured for which the Reserve Fund is established and maintained, whichever is shorter. Any obligations in which money is so invested shall be kept in escrow with the custodian of said Reserve Fund and shall be promptly sold when the custodian is notified by the Authority that moneys on deposit in the Bond Fund are insufficient to make a current interest and/or principal payment on Bonds Similarly Secured, and the proceeds of sale of such investments and/or moneys on deposit in the Reserve Fund in an amount sufficient to meet the deficiency in the Bond Fund shall be immediately transferred to the Bond Fund without further notice or authorization. The Authority shall direct the investment or moneys on deposit in the Reserve Fund.

Investment income and profits realized from the investment of the Reserve Fund shall be retained therein as may be necessary to fully establish or restore the Required Reserve Fund Amount and thereafter shall be transferred to the Revenue Fund.

Investments in the Reserve Fund shall be valued at the lower of cost or market on June 1 of each year by the chief financial officer of the Authority. In the event the amount contained in the Reserve Fund (as the result of such valuation) is less than the Required Reserve Fund Amount, additional deposits in an amount equal to not less than one-twelfth (1/12<sup>th</sup>) of the deficiency shall be made monthly, beginning on the fifteenth (15<sup>th</sup>) day of October next following until there exists no deficiency. In the event the amount contained in the Reserve Fund (as a result of such valuation) is more than the Required Reserve Fund Amount, the amount of such

excess may be transferred to the Revenue Fund and shall be so transferred if directed by the Authority.

SECTION 16: Deficiencies in Funds. If in any month the Authority shall, for any reason, fail to pay into the Bond Fund and Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated Pledged Revenue of the following month or months, and such payments shall be in addition to the amount hereinabove provided to be otherwise paid into said Funds during such month or months.

SECTION 17: Remainder of Revenues. Money remaining in the Revenue Fund, after making the payments required in items (1) through (4) of the last paragraph of Section 13, shall be transferred to any other fund created by this Resolution and used as a credit to the amount that would otherwise be required to be paid by the City under Section 3.01 of the Contract.

SECTION 18: Security of Funds and Their Transfer. All moneys on deposit in the special Funds for which this Resolution makes provision (except any portions thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys in such special Funds shall be used only for the purposes permitted by this Resolution.

While any of the Bonds are Outstanding, the Board of Directors shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as such installment of interest or principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

SECTION 19: Issuance of Additional Parity Bonds. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, the Authority reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a lien on and pledge of the Pledged Revenue in the same manner and to the same extent as are the Bonds, and the Previously Issued Bonds, and the Bonds, the Previously Issued Bonds and Additional Bonds shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more installments provided, however, that no Additional Bonds shall be issued unless and until the following conditions have been met:

(a) The Authority is not then in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the Outstanding Bonds Similarly Secured or the Contract (including any amendment or supplement thereto).

(b) A consulting engineer certifies to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project.

(c) The City shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such Additional Bonds is payable, in whole or in part, from payments to be made by the City, under and pursuant to the Contract.

(d) The Additional Bonds are made to mature on April 1 or October 1 or both in each of the years in which they are scheduled to mature.

(e) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due.

(f) The resolution authorizing the issuance of the Additional Bonds provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement (calculated upon a Fiscal Year basis on the Outstanding Bonds Similarly Secured as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds) for the payment of principal of and interest on all obligations to be secured by a lien on and pledge of the Pledged Revenue, and said resolution provides that any additional amount to be maintained in the Reserve Fund as a result of the issuance of the Additional Bonds shall be accumulated within not more than sixty (60) months from the date of the passage of the resolution authorizing the issuance of the proposed Additional Bonds.

(g) The Authority will demonstrate to the Board's Executive Administrator that the Pledged Revenues will be sufficient to pay the Previously Issued Bonds, the Bonds and the proposed Additional Bonds.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the governing body of the Authority may deem to be in the best interest of the Authority, and if fewer than all such Outstanding Bonds Similarly Secured are refunded, the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this section but the certificate required in subparagraph (b) above shall not be required or be applicable to the issuance of such refunding bonds.

SECTION 20: Insurance. The Authority covenants that it will at all times keep insured such of its plants, structures, buildings, stations, machinery, equipment, apparatus, distribution pipelines and equipment, as are usually insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, and will also at all times maintain worker's compensation insurance and insurance against public liability and property damages to the extent permitted by law, in a reasonable amount with a responsible insurance company or companies; provided, however, that any time while the City or any contractor engaged in construction work shall be fully responsible therefor, or the Authority has assumed such responsibility, the Authority shall not be required to carry such insurance. The Authority further covenants that such insurance with respect to the Series 2026 Project shall be in an amount sufficient to protect the Board's interest in the Series 2026 Project.

SECTION 21: Records - Accounts - Accounting Reports. The Authority hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts on a Fiscal Year basis pertaining to the operation of the Project separate and apart from all other records and accounts of the Authority in accordance with accepted accounting practices and complete and correct entries shall be made of all transactions relating to said Project. The Holder or Holders of any Bonds Similarly Secured, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the Project and all properties comprising same. The Authority

further agrees that within ninety (90) days following the close of each Fiscal Year, or as soon thereafter as possible, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant shall particularly include the following:

- (a) A detailed statement of the receipts and disbursements from the Revenue Fund.
- (b) A balance sheet as of the end of such Fiscal Year.
- (c) The Accountant's comments regarding the manner in which the Authority and the City have complied with the covenants and requirements of this Resolution and the Contract and his recommendations for any changes or improvements in the operation, records and accounts of the Authority.
- (d) A list of the insurance policies in force (if obtained by the Authority) at the end of the Fiscal Year on the Project properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.
- (e) A list of the securities that have been on deposit as security for money in the Bond Fund and Reserve Fund throughout the Fiscal Year, a list of the securities, if any, in which money in the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the Revenue Fund has been secured in such Fiscal Year.

Expenses incurred in making the audits referred to above are to be regarded as Maintenance and Operating Expenses of the Project and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, the Texas Water Development Board, Attention: Executive Administrator, and, upon written request, to the initial Holder and any subsequent Holder of the Bonds Similarly Secured.

By its approval of this Resolution, the City agrees (a) to provide the Board with (i) monthly financial statements, to be submitted within ten (10) days after the close of the each month until the requirement is waived in writing by the Development Fund Manager or the Bonds are paid in full, whichever comes first, and (ii) annual audit reports, to be submitted without charge, within one hundred twenty (120) days of the close of each fiscal year and (b) in order to secure its obligations under the Contract, to maintain rates and charges for its waterworks and sanitary sewer system sufficient to pay all of its obligations secured by and made payable from the revenues derived from the operation of its waterworks and sanitary sewer system.

**SECTION 22: Remedies in Event of Default.** In addition to all the rights and remedies provided by the laws of the State of Texas, the Authority covenants and agrees particularly that in the event the Authority (a) defaults (i) in payments to be made to the Bond Fund or Reserve Fund as required by this Resolution, or (ii) in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution or (b) the City defaults under the Contract, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Directors and other officers of the Authority to observe and perform any covenant, condition or obligation prescribed in this Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence

therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 23: Special Covenants. The Authority hereby further covenants as follows:

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Bonds, the Previously Issued Bonds, and the Additional Bonds, when issued, shall be ratably secured under said pledge of the Pledged Revenue in such manner that one bond shall have no preference over any other bond of said issues.

(b) Other than for the Bonds and the Previously Issued Bonds, the Pledged Revenue has in no manner been committed or pledged to the payment of any debt or obligation of the Authority.

(c) So long as any of the Bonds or any interest thereon remain Outstanding, the Authority will not sell or encumber the Project or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the Project, and, also, with the exception of the Additional Bonds expressly permitted by this Resolution to be issued, it will not encumber the Pledged Revenue unless such encumbrance is made junior and subordinate to all of the provisions of this Resolution.

(d) The Authority will maintain rates and charges to the City sufficient to meet the debt service requirements on the Outstanding obligations of the Authority that are supported by such revenues and the establishment of the special funds maintained for the payment and security of such obligations.

None of the special covenants herein appearing shall be construed in any manner which would deprive the Authority of its right to pledge any revenues produced by modification of the Contract and specifically designated to meet obligations incurred in providing the Authority with enlarged or additional facilities; further, that none of said covenants shall be construed in any manner that would deprive the Authority of its right to pledge that part of any revenue or income derived by it from other future contracts with other cities, towns or villages or the Authority or others and required to satisfy conditions for payment of other bonds or obligations issued by the Authority and such right is especially reserved.

SECTION 24: Bonds are Special Obligations. The Bonds are special obligations of the Authority payable from the Pledged Revenue and the Holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 25: Bonds are Negotiable Instruments. Each of the Bonds herein authorized shall be deemed and construed to be a "Security" and as such a negotiable instrument, within the meaning of Texas Business and Commerce Code, Chapter 8, as amended.

SECTION 26: Construction Fund. The Authority hereby creates a construction fund account in the Authority's depository bank, which is known as the "Construction Fund," into which shall be deposited all remaining proceeds derived from the sale of the Bonds in accordance with Section 34 of this Resolution and this Section. To the extent of any conflict between this Section and Section 34, Section 34 controls. In this Section, when the term "Cost(s) of the Project" is used, the reference is to the Series 2026 Project.

Moneys on deposit in the Construction Fund shall be disbursed only for payment of the respective Costs of the Project financed. All expenditures for construction, labor, and materials shall be disbursed only upon receipt of a certificate of the Engineer (as defined in the Contract) based upon estimates of work and material furnished as approved by such Engineers and submitted to the Authority and the City's Engineer for approval prior to payment. The Authority shall keep records of the nature and amount of all Construction Fund expenditures and make the same available to the City and the engineers at all reasonable times. Should there be any balance in the Construction Fund after all such Costs of the Project have been paid, such balance shall be deposited in the Bond Fund.

Moneys in the Construction Fund may be invested, to the extent such investments are Authorized Investments, in one or more of the following: (a) Government Obligations or (b) certificates of deposit of any bank or trust company that are fully secured by a pledge of direct obligations of, or obligations of which the principal and interest are guaranteed by, the United States of America to the extent such certificates are not insured, which obligations shall mature on dates that coincide as closely as practicable to the dates when money will be needed to pay construction costs as such dates are estimated in schedules prepared by the Engineer and furnished to the Authority. All earnings realized from these investments shall be retained in the Construction Fund until completion of the Series 2026 Project and shall be treated in the same manner as other moneys in the Construction Fund are treated pursuant to this Resolution.

SECTION 27: Notices to Holders-Waiver. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Authority, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Authority may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered that the Authority may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Authority.

SECTION 29: Satisfaction of Obligation of Authority. If the Authority shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the Pledged Revenue under this Resolution and all other obligations of the Authority to the Holders shall thereupon cease, terminate, and become void and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The Authority covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar or an authorized escrow agent, pursuant to this Section that is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Authority or deposited as directed by the Authority. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the Authority, be remitted to the Authority against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Authority shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 30: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the Authority and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Authority and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 31: Sale of the Bonds. The sale of the Bonds to the Texas Water Development Board (herein referred to as the "Purchaser" and the "initial Holder") pursuant to a loan commitment received from said Board, at the price of par, less a loan origination fee of \$18,922.00 to provide for the Bonds to bear interest at an effective interest rate equivalent to the Purchaser's lending rate therefor, is hereby confirmed and declared to be in the best interests of the Authority. Delivery of the Bonds to said Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 32: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial Purchaser against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (ii) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Authority shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on (1) any Bond issued hereunder or (2) any series of bonds or obligations issued or incurred by the Texas Water Development

Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Authority shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Authority or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Authority shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Authority shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Authority shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Authority shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The Authority shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Authority may commingle Gross Proceeds of the Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the Authority shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Authority shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six (6) years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Authority shall pay to the United States out of the Construction Fund, other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Bond Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and in this case the rebate payments for these Bonds shall be made within 30 days of the applicable computation date and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The Authority shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Elections. The Authority hereby directs and authorizes the President, Vice President, Secretary and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in

connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) Nonpurpose Investments. No portion of the proceeds of the Bonds will be used, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher than the yield on the Board's bonds that were issued to provide financing for the Bonds (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(i) proceeds of the Board's Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the Board) until such proceeds are needed for the facilities to be financed;

(ii) amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the IRS Regulations; and

(iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Bonds, 125% of average annual debt service on the Bonds, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds.

SECTION 33: Control and Custody of Bonds. The President of the Board of Directors of the Authority shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

Furthermore, the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, are hereby authorized and directed to furnish and execute such documents relating to the Authority and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Bonds by the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Authority's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for printing of the definitive Bonds and the delivery of the Initial Bond(s) to the initial Purchaser and the exchange thereof for definitive Bonds.

SECTION 34: Rules and Regulations of the Texas Water Development Board. In compliance with the published rules and regulations of the Texas Water Development Board (the "Board"), the Authority agrees and covenants that upon completion of the Series 2026 Project, the proper officials of the Authority promptly shall cause to be prepared and submitted to the Board (i) a final accounting of the total costs of the Series 2026 Project and the expenditure of funds therefor and (ii) a copy of the construction plans for the Series 2026 Project as built and completed. In addition to other information required by the Board, said final accounting shall identify (i) all funds utilized or represented to be available in the Authority's application, from whatever source derived, and (ii) all Series 2026 Project costs contained and approved in the Authority's application to the Board or approved in subsequent change orders. If the total cost of the Series 2026 Project is less than the amount of the Series 2026 Project funds available, then the Authority may use such surplus proceeds remaining after completion of the Series 2026 Project and completion of a final accounting in a manner as approved by the Executive Administrator. Execution and delivery of an Escrow Agreement, substantially in the form attached hereto as Exhibit C, by the President,

Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, is hereby approved. The Construction Fund shall be held subject to the Escrow Agreement and moneys deposited therein shall be kept separate from other funds and accounts of the Authority. The Authority further covenants and agrees (i) that certain proceeds of sale of the Bonds shall be deposited in the Construction Fund created by Section 26 of this Resolution and established with a depository of the Authority, and (ii) all funds deposited in such Construction Fund shall be disbursed only for the Series 2026 Project and, as is appropriate, in accordance with the provisions of Chapter 15 or 17 of the Texas Water Code.

The Authority further agrees and covenants as follows:

(i) to comply with all applicable laws of the State of Texas, all applicable rules and policies of the Board and all of the requirements contained in the resolution adopted by the Board with respect to the acquisition and construction of the Series 2026 Project and the loan of funds to the Authority by the Board evidenced by the Bonds.

(ii) no bond proceeds will be used for sampling, testing, removing or disposing of contaminated soils and/or media at the project site except for an LSLR project or associated activity directly connected to the identification, planning, design and replacement of lead service lines or for an EC project to address PFAs or any contaminant listed on EPA's Contaminant Candidate Lists. To the extent permitted by law, the Authority agrees, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages arising from activities performed by the Authority or its construction contractors, including their officials and employees, in connection with the project.

(iii) all laborers and mechanics employed by contractors and subcontractors for the Series 2026 Project shall be paid wages at rates not less than prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The Authority, all contractors, and all subcontractors shall ensure that all Project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the Series 2026 Project shall include in full in any contract in excess of \$2,000 the contracts clauses as provided by the Board.

(iv) the Authority will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines.

(v) the Contract shall not be amended or revised in a manner to affecting the financial condition of the Authority and its ability to pay the Bonds without the prior written approval of the Board's Executive Administrator.

(vi) the Authority shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The Authority shall obtain a Unique Entity Identification Number and shall register the System for Award Management ("SAM"), and maintain current registration at all times while the Bonds are outstanding.

(vii) all proceeds of the Bonds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d) and the Authority will adhere to the approved project schedule.

(viii) the Board may exercise all remedies available to it in law or equity, and any provision of the Bonds that restricts or limits the Board's full exercise of these remedies shall be of no force and effect.

(ix) neither the Authority nor a related party thereto will acquire any of the Board's bonds that were issued to provide financing for the Bonds in the amount of the Bonds to be acquired from the Authority by the Board.

(x) prior to any action by the Authority to convey the project (including the related obligation to repay the Bonds) to another entity, the conveyance and assumption must be approved by the Board; the Authority notify the Board's Executive Administrator prior to taking actions to alter the Authority's legal status in any manner, including any transfer of substantially all of its assets to another entity.

(xi) the proceeds of the Bonds shall be held in a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(xii) the Authority will refrain from using the proceeds of the Bonds or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Obligations in contravention of the requirements of Section 149(d) of the Code (relating to advance refundings).

(xiii) the Authority will abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR Section 200.216;

(xiv) the Authority will comply with the requirements set forth in 33 U.S.C. Section 1382 et seq. related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted accounting principles.

(xv) the Authority will maintain and enforce the Contract so that revenues paid to the Authority by the City are sufficient to meet the debt service requirements on the Outstanding obligations of the Authority that are supported by such revenues and the establishment of the special funds maintained for the payment and security of such obligations.

(xvi) to comply with the conditions set forth in the Board's environmental finding, when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(xvii) the Authority will immediately notify the Board in writing of an suit against it by the Attorney General of Texas under Texas Government Code, § 2.103 and Texas Penal Code, § 1.10(f) related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

**SECTION 35: Legal Opinion.** The Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, concerning the validity of the Bonds, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds by the Purchasers. A true and correct reproduction of said

opinion is hereby authorized to be printed on the definitive Bonds, or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 37: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 38: Resolution a Contract - Amendments. This Resolution shall constitute a contract with the Holders from time to time, be binding on the Authority, and shall not be amended or repealed by the Authority so long as any Bond remains Outstanding except as permitted in this Section and in Section 39 hereof. The Authority, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Authority may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds Similarly Secured then outstanding, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of the Bonds then outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 39: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The Authority shall provide annually to the MSRB (1) within six (6) months after the end of each Fiscal Year, financial information and operating data of the general type described in **Exhibit D** hereto and (2) if not provided as part of such financial information and operating data, audited financial statements of the Authority and the City, when and if

available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit D** hereto, or such other accounting principles as the Authority may be required to employ from time to time pursuant to state law or regulation, and audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Authority will provide unaudited financial information of the type included in the final Application for Financial Assistance by the required time and audited financial statements when and if such audited financial statements become available.

If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Material Event Notices. The Authority shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Authority, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of its assets, other than in the ordinary

course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority, and (b) the Authority intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Section with respect to the Authority and the Bonds while, but only while, the Authority remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the Authority to be no longer such an "obligated person".

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Authority or the State of Texas or hereby undertake

to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Authority in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Authority from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Authority if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Authority's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Authority so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 40: Further Procedures.** Any one or more of the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Authority all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, and Bond Counsel are each hereby authorized and directed to approve any technical changes or

corrections to this Resolution or to any of the documents authorized and approved by this Resolution: (i) in order to cure any technical ambiguity, formal defect, or omission in the Resolution or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Resolution, which determination shall be final. In the event that any officer of the Authority whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41: Reapproval of Contract. The Contract is amended to include the Series 2026 Project and a description of the Series 2026 Project shall be attached to the contract as Exhibit C-4. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties to such Contract.

SECTION 42: Incorporation of Findings and Determinations. The findings and determinations of the Board of Directors of the Authority contained in the preamble hereof are hereby incorporated by reference and made a part of this Resolution for all purposes as if the same were restated in full in this Section.

SECTION 43: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Authority, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar and the Holders.

SECTION 44: Inconsistent Provisions. All orders or resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict and the provisions of this Resolution shall be and remain controlling as to the matters contained herein.

SECTION 45: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 46: Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 47: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 48: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this June 15, 2026.

GREATER TEXOMA UTILITY AUTHORITY

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

(Seal)

[signature page of bond resolution]

EXHIBIT A

Paying Agent/Registrar Agreement

EXHIBIT B

Contract For Water Supply and Sewer Service

EXHIBIT C

Escrow Agreement

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 39 of this Resolution.

**Annual Financial Statements and Operating Data**

The financial information and operating data to be provided annually in accordance with such Section are the financial statements of the Authority and the financial statements of the City.

**Accounting Principles**

The accounting principles referred to in such Section are generally those described in the financial statements referenced above, as such principles may be changed from time to time to comply with state law or regulation.

**AGENDA ITEM IX**



# GREATER TEXOMA UTILITY AUTHORITY

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DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. IX

PREPARED BY: Stacy Patrick, 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 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).**

**ISSUE**

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)

**BACKGROUND**

Gober MUD contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

This project includes a New Water Well, Transmission Lines to transport water from the new well to the pump station, Replacement and updating of Chlorination Equipment, Purchase and Installation of an Electric Flow Meter to monitor flow, Replace existing 2-inch water line with 3-inch, and a Generator of the New Well.

**STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a grant application to the TWDB for the Gober MUD in the amount not to exceed \$6,000,000.

**ATTACHMENTS**

Application Filing Resolution  
Application Affidavit  
Certificate of Secretary



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

**Resolution Number 2026-5-28-1**

**A RESOLUTION TO HAVE THE GREATER TEXOMA UTILITY AUTHORITY TO APPLY AND BE ADMINISTRATOR FOR THE WATER SUPPLY INFRASTRUCTURE GRANT.**

**WHEREAS** the Gober Municipal Utility District (the District) recognizes that the amount of water available to its water customers is limited, and

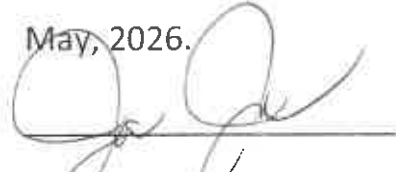
**WHEREAS** the District recognizes that additional funding through the Water Supply Infrastructure Grant available through the Texas Water Development Board would greatly improve the service of the District to its water customer, and

**WHEREAS** THE District recognizes it needs the assistances of a more knowledgeable entity to assist with this process,

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GOBER MUNICIPAL UTILITY DISTRICT THAT**

1. The Board of Directors approves **RETAINING** the Greater Texoma Utility Authority to apply for the Water Supply Infrastructure Grant, and
2. The District further approves the Greater Texoma Utility Authority to administer for the Gober Municipal Utility District the funds provided by this grant should the District be accepted by the TWDB as a recipient.

PASSED AND APPROVED by the Gober Municipal Utility District this 28<sup>th</sup> day of May, 2026.

  
\_\_\_\_\_  
Jan Johnson, President, Board of Directors  
\_\_\_\_\_  
M. Sham Wallen

Secretary/Treasurer

Gober Municipal Utility District

## **AGENDA ITEM X**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. X

PREPARED BY: Stacy Patrick, 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 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).**

## **ISSUE**

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)

## **BACKGROUND**

The City of Bells contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

This project includes a new Water Well and Elevated Storage Tank.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a grant application to the TWDB for the City of Bells in the amount not to exceed \$10,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary



**RESOLUTION NO. R04202026**

**A RESOLUTION OF THE CITY OF BELLS, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY TO APPLY FOR FINANCIAL ASSISTANCE ON BEHALF OF THE CITY THROUGH THE TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AND AUTHORIZING THE CITY'S PARTICIPATION IN SAID APPLICATION.**

WHEREAS, the Texas Water Development Board (TWDB) has made funding available through the Water Supply and Infrastructure Grant Program to support eligible water infrastructure projects; and

WHEREAS, the City of Bells, Texas (the "City") desires to pursue funding assistance for water system improvements to serve its residents and future growth; and

WHEREAS, the City desires to authorize GTUA to act on its behalf in preparing and submitting an application to the TWDB for the Water Supply and Infrastructure Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLS, TEXAS:

**Section 1.** The City hereby authorizes GTUA to act as the City's representative for the purpose of preparing, submitting, and administering an application for financial assistance through the TWDB Water Supply and Infrastructure Grant Program.

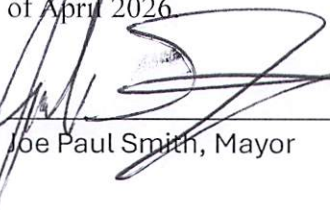
**Section 2.** The City agrees to cooperate with GTUA in the preparation of the application and to provide all necessary information, documentation, and support required by TWDB.

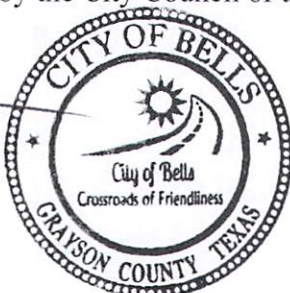
**Section 3.** The City understands that submission of the application does not guarantee funding and that any award of funds will be subject to the terms and conditions established by TWDB.

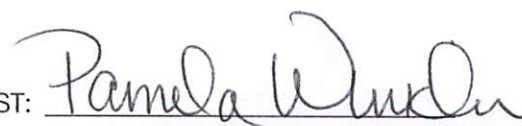
**Section 4.** The City authorizes [Mayor/City Manager], or their designee, to execute all documents and take all actions necessary to support the application and fulfill the City's obligations associated with the grant.

**Section 5.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Bells Texas, on this the 20th day of April 2026

  
Joe Paul Smith, Mayor



ATTEST:   
Pamela Winkler, City Secretary

## Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Grayson §

APPLICANT GTUA/City of Bells §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Paul Sigle as the Authorized Representative of the Greater Texoma Utility Authority, who being by me duly sworn, upon oath says that:

1. The decision by the Greater Texoma Utility Authority (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the Greater Texoma Utility Authority (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The Greater Texoma Utility Authority (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The Greater Texoma Utility Authority (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

None.

5. The Greater Texoma Utility Authority (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The Greater Texoma Utility Authority (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

## **AGENDA ITEM XI**



# GREATER TEXOMA UTILITY AUTHORITY

---

**DATE:** June 10, 2026

**SUBJECT:** AGENDA ITEM NO. XI

**PREPARED BY:** Stacy Patrick, 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 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).**

## **ISSUE**

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")

## **BACKGROUND**

GTUA is requesting assistance in obtaining Water Supply and Infrastructure Grant funding for a project to expand the CGMA system to meet the needs of the City of Anna, Melissa, Howe, and Van Alstyne.

The project will include new transmission lines, storage, meter vault, and a new pump station.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a Grant application to the TWDB for the CGMA system in the amount not to exceed \$21,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas



## **AGENDA ITEM XII**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XII

PREPARED BY: Stacy Patrick, 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 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).**

## **ISSUE**

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)

## **BACKGROUND**

Gastonia Scurry SUD contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

This project includes a new North Texas Municipal Water District take point meter vault, pump station, and a transmission line from the pump station to the existing Gastonia pump station.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a grant application to the TWDB for the Gastonia Scurry SUD in the amount not to exceed \$21,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)



**Gastonia-Scurry Special Utility District  
Board of Directors Meeting  
Minutes of March 17, 2026**

**Board of Directors Present:** Jeremy Rhoades, Joe Hatcher, Ernest Martzen, Drew Sloan, Dr. Lisa Jones

**Board of Directors Absent:** Steve Veirs, Bobby Bridges

**Employees Attending:** Daniel Camehl, Josey Pearson

**Attorney Present:** None

**Visitors:** Krista Nix, Tom Lorenz, Kyle Caperton, Fred & Tammy Wood

1) **Meeting called to order at 6:02 PM by Jeremy Rhoades**

2) **Open Discussion**

3) **Approval of Meeting Minutes February 27, 2026 & March 02, 2026**

Motioned by: Ernest

2<sup>nd</sup> : Drew

Vote: UNA

4) **Reports**

a) **Field Supervisor Report**

i) Water Loss Report, CIP Updates, NTMWD Disinfection Treatment Update, Scurry Elementary Touch a Truck update, Scurry High Job Fair in May, Vac Truck Demo's update, Commissioner court update

b) **Office Supervisor Report:**

i) 3 Month P&L, Financials, Investments growth, GTUA grant update, and bond for infrastructure timeline provided, update regarding civil case

5) **Unfinished Business**

a) **Discuss and possible action on land acquisition for the new pump station**

i) Motion to approve the inquiry and obtain details of ideal location for future infrastructure

Motioned by: Drew

2<sup>nd</sup> : Ernest

Vote: UNA

6.) **New Business**

a) **MCPA, PC will provide an overview of 2025 Final Audit Report**

a. Motion to approve the presented final Audit Report for 2025 year.

Motioned by: Ernest

2<sup>nd</sup> : Joe

Vote: UNA

b) **Discuss and possible action on easement acquisition for the new pump station**

a. Motion to table item as the process for the new pump station progress

c) **Discuss and possible action for RPM contract for use of property for event parking**

a. Motion to approve the contract with condition discussed implemented

Motioned by: Ernest

2<sup>nd</sup> : Joe

Vote: UNA

**7.) Executive Session**

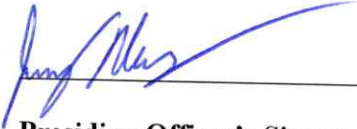
**8) Adjourn:**

Meeting adjourned 7:11pm by Jeremy Rhoades

Motioned by: Lisa

2<sup>nd</sup> : Ernest

Vote: UNA



**Presiding Officer's Signature**



**Secretary/Treasurer Signature**



**RESOLUTION NO. 2026-01**

A RESOLUTION OF THE BOARD OF DIRECTORS OF GASTONIA-SCURRY SPECIAL UTILITY DISTRICT OF KAUFMAN COUNTY, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY TO PREPARE AND SUBMIT A WATER SUPPLY AND INFRASTRUCTURE GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR AND ON BEHALF OF THE GASTONIA-SCURRY SPECIAL UTILITY DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Gastonia-Scurry Special Utility District (the "District") is a political subdivision of the State of Texas created under authority of Section 59, Article XVI, Texas Constitution, and operating pursuant to Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, the District seeks to improve, expand, and enhance its water supply and infrastructure systems to better serve its customers and ensure long-term sustainability; and

WHEREAS, the Texas Water Development Board ("TWDB") administers the Water Supply and Infrastructure Grant Program (the "Program") to fund such improvements; and

WHEREAS, the Greater Texoma Utility Authority ("GTUA") is a conservation and reclamation district, and a political subdivision of the State of Texas, existing and acting by virtue of Chapter 8283 of the Special District Local Laws Code; and

WHEREAS, the Board of Directors finds that GTUA possesses the authority, expertise and resources necessary to prepare and submit a grant application under the Program on behalf of the District; and

WHEREAS, the Board desires to authorize GTUA to act for and on behalf of the District in preparing and submitting an application for funding under the Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GASTONIA-SCURRY SPECIAL UTILITY DISTRICT THAT:

SECTION 1. The Greater Texoma Utility Authority is hereby authorized to prepare and submit a Water Supply and Infrastructure Grant application for and on behalf of the District.

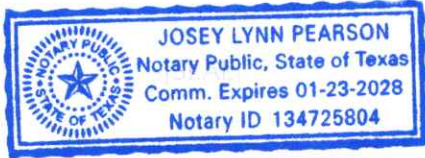
SECTION 2. GTUA is authorized to act as the District's representative for purposes of communicating with the TWDB, compiling required documentation, and submitting all necessary materials related to the grant application.

SECTION 3. The District agrees to participate in the Program, if funding is awarded, and to comply with all applicable requirements, rules and regulations associated with the grant and Program.

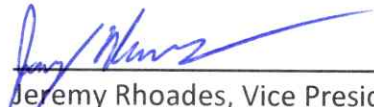
SECTION 4. The President of the Board and Office Manager Josey Pearson are hereby authorized to execute any and all documents necessary to carry out the intent of this Resolution.

SECTION 5. This Resolution shall become effective immediately from and upon its adoption.

PASSED and ADOPTED on the 21<sup>st</sup> day of April, 2026, by the Board of Directors of Gastonia-Scurry Special Utility District.



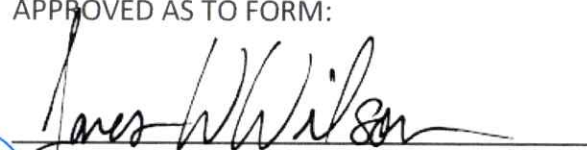
APPROVED:

  
Jeremy Rhoades, Vice President

ATTEST:

APPROVED AS TO FORM:

  
Ernest Martzen, Secretary,  
or Josey Pearson, Assistant Secretary

  
James W. Wilson, Attorney

**AGENDA ITEM XIII**



# GREATER TEXOMA UTILITY AUTHORITY

---

**DATE:** June 10, 2026

**SUBJECT:** AGENDA ITEM NO. XIII

**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 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).**

## **ISSUE**

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)

## **BACKGROUND**

The City of Van Alstyne contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

The project includes Rehabilitation of two Ground Storage Tanks at well site 6, a new 75 Million-Gallon Elevated Storage Tank at well site 5, and a Parallel CGMA Pipeline to increase treated water delivery capacity to the City of Van Alstyne through the Greater Texoma Utility Authority (GTUA) Collin-Grayson Municipal Alliance (CGMA) Regional Water System.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a Grant application to the TWDB for the City of Van Alstyne in the amount not to exceed \$10,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary

**A RESOLUTION OF THE CITY OF VAN ALSTYNE, GRAYSON AND COLLIN COUNTIES, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY TO APPLY FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD ON BEHALF OF THE CITY FOR A WATER SUPPLY INFRASTRUCTURE PROJECT; AUTHORIZING THE AUTHORITY TO SERVE AS PROJECT ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Van Alstyne, Texas (the "City"), desires to undertake improvements to its water supply infrastructure system (the "Project"); and

**WHEREAS**, the Texas Water Development Board ("TWDB") provides financial assistance through various programs, including grants and forgivable loans, for eligible water infrastructure projects; and

**WHEREAS**, the Greater Texoma Utility Authority ("GTUA") is a political subdivision of the State of Texas that provides assistance to member entities in the financing, construction, and administration of water and wastewater facilities; and

**WHEREAS**, the City desires to utilize the services of GTUA to apply for TWDB financial assistance on behalf of the City and to administer the Project; and

**WHEREAS**, it is in the best interest of the City to authorize GTUA to act on its behalf in connection with the application, funding, and administration of the Project.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS:**

**SECTION 1. AUTHORITY TO APPLY.** The City hereby authorizes the Greater Texoma Utility Authority to prepare and submit an application to the Texas Water Development Board for financial assistance, including grants and/or forgivable loans, for the purpose of funding the City's Water Supply Infrastructure Project.

**SECTION 2. AUTHORITY TO ACT ON BEHALF OF THE CITY.** The City designates GTUA as its authorized representative to act on its behalf in all matters related to the application for TWDB funding, including the execution and submission of all necessary documents.

**SECTION 3. PROJECT ADMINISTRATION.** The City authorizes GTUA to serve as the administrator for the Project, including financial administration, reporting, compliance with TWDB requirements, and coordination of project implementation.

**SECTION 4. COOPERATION AND COMMITMENT.** The City agrees to cooperate fully with GTUA and TWDB in the preparation of the application and the implementation of the Project, including providing all necessary information, documentation, and approvals required for funding.

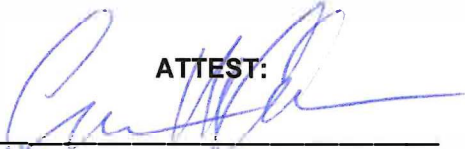
**SECTION 5. AUTHORIZED OFFICIALS.** The City Manager (or Mayor) is hereby authorized to execute any agreements, certifications, or other documents necessary to carry out the intent of this Resolution.

**SECTION 6. EFFECTIVE DATE.** This resolution shall become effective from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 14TH DAY OF APRIL 2026.**

**APPROVED:**  
  
\_\_\_\_\_  
**Jim Atchison, Mayor**



**ATTEST:**  
  
\_\_\_\_\_  
**Susan Coffey, City Secretary**



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

**AGENDA ITEM XIV**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XIV

PREPARED BY: Stacy Patrick, 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 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).**

## **ISSUE**

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)

## **BACKGROUND**

The City of Sherman contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

The project includes a Water Treatment Plant Biofouling Mitigation Pilot Project and Ground Storage Backwash Tank Rehabilitation.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a grant application to the TWDB for the City of Sherman in the amount not to exceed \$21,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary

**RESOLUTION NO. 7640**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY (GTUA) TO SUBMIT A WATER SUPPLY AND INFRASTRUCTURE GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD ON BEHALF OF THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:**

**SECTION 1.** That the Greater Texoma Utility Authority is authorized to submit a Water Supply and Infrastructure Grant Application to the Texas Water Development Board on behalf of the City of Sherman.

**SECTION 2.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 20<sup>th</sup> day of April 2026.**

**CITY OF SHERMAN, TEXAS**

**BY:**   
\_\_\_\_\_  
**SHAWN TEAMANN, MAYOR**

**ATTEST:**

**BY:**   
\_\_\_\_\_  
**TERI FINE, CITY CLERK**

**APPROVED AS TO FORM AND CONTENT:  
THE LAW FIRM OF ABERNATHY,  
ROEDER, BOYD & HULLETT, P.C.**

**BY:**   
\_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

**AGENDA ITEM XV**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XV

PREPARED BY: Stacy Patrick, 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 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).**

## **ISSUE**

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)

## **BACKGROUND**

The City of Southmayd contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

The project includes 1,000 feet of replacement water lines, a new water well, and fire hydrants.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a Grant application to the TWDB for the City of Southmayd in the amount not to exceed \$10,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary



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

\_\_\_\_\_  
Official Representative

Title: General Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by Paul Sigle,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

**RESOLUTION NO. 160**

**A RESOLUTION OF THE CITY OF SOUTHMAYD, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY TO APPLY FOR FINANCIAL ASSISTANCE ON BEHALF OF THE CITY THROUGH THE TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AND AUTHORIZING THE CITY'S PARTICIPATION IN SAID APPLICATION.**

**WHEREAS**, the Texas Water Development Board (TWDB) has made funding available through the Water Supply and Infrastructure Grant Program to support eligible water infrastructure projects; and

**WHEREAS**, the City of Southmayd, Texas (the "City") desires to pursue funding assistance for water system improvements to serve its residents and future growth; and

**WHEREAS**, the City desires to authorize GTUA to act on its behalf in preparing and submitting an application to the TWDB for the Water Supply and Infrastructure Grant Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTHMAYD, TEXAS:**

**Section 1.** The City hereby authorizes GTUA to act as the City's representative for the purpose of preparing, submitting, and administering an application for financial assistance through the TWDB Water Supply and Infrastructure Grant Program.

**Section 2.** The City agrees to cooperate with GTUA in the preparation of the application and to provide all necessary information, documentation, and support required by TWDB.

**Section 3.** The City understands that submission of the application does not guarantee funding and that any award of funds will be subject to the terms and conditions established by TWDB.

**Section 4.** The City authorizes Mayor Debra Thompson, or their designee, to execute all documents and take all actions necessary to support the application and fulfill the City's obligations associated with the grant.

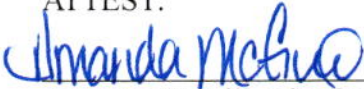
**Section 5.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Southmayd, Texas, on this the 24<sup>th</sup> day of March, 2026.



Debra Thompson, Mayor

ATTEST:



Amanda McGill, City Secretary

**AGENDA ITEM XVI**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XVI

PREPARED BY: Stacy Patrick, 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 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).**

## **ISSUE**

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)

## **BACKGROUND**

The city of Burkburnett contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

The project includes a Capital Infrastructure Improvements project to stabilize treatment performance, improve distribution system integrity, and ensure long-term compliance with state drinking water regulations.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a Grant application to the TWDB for funds to be used by the Authority for the city of Burkburnett in the amount not to exceed \$21,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

**RESOLUTION NUMBER 809**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY TO APPLY FOR FINANCIAL ASSISTANCE ON BEHALF OF THE CITY THROUGH THE TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AND AUTHORIZING THE CITY'S PARTICIPATION IN SAID APPLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burkburnett, Texas ("City") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, the Texas Water Development Board ("TWDB") has made funding available through the Water Supply and Infrastructure Grant Program to support eligible water infrastructure projects; and

**WHEREAS**, the City desires to pursue funding assistance for water system improvements to serve its residents and future growth; and

**WHEREAS**, the Board of Commissioners of the City desires to authorize the Greater Texoma Utility Authority ("GTUA") to act on its behalf in preparing and submitting an application to the TWDB for the Water Supply and Infrastructure Grant Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, THAT:**

**SECTION 1.**

All the above premises are true and correct of the Board of Commissioners, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2.**

The Board of Commissioners hereby authorizes GTUA to act as the City's representative for the purpose of preparing, submitting, and administering an application for financial assistance through the TWDB Water Supply and Infrastructure Grant Program.

**SECTION 3.**

The City agrees to cooperate with GTUA in the preparation of the application and to provide all necessary information, documentation, and support required by TWDB.

**SECTION 4.**

The City understands that submission of the application does not guarantee funding and that any award of funds will be subject to the terms and conditions established by TWDB.

**SECTION 5.**


The Board of Commissioners authorizes the City Manager, or designee, to coordinate the preparation of the application and to execute all administrative documents and take all actions necessary to support the application process. The Board of Commissioners further authorizes the Mayor, or in the Mayor's absence, the Mayor Pro Tem, to execute any agreements or contracts requiring formal approval in accordance with the City Charter.

**SECTION 6.**

This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED, THIS 18<sup>TH</sup> day of MAY, 2026.**

CITY OF BURKBURNETT, TEXAS

  
\_\_\_\_\_  
Lori Kemp, Mayor

ATTEST:

  
\_\_\_\_\_  
Nikki Tepfer, City Clerk

**AGENDA ITEM XVII**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XVII

PREPARED BY: Stacy Patrick, 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 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).**

## **ISSUE**

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)

## **BACKGROUND**

The City of Dorchester contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

The project includes a water supply well, elevated tank, and distribution Lines.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a Grant application to the TWDB for the City of Dorchester in the amount not to exceed \$10,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

RESOLUTION NO. 0126

**A RESOLUTION OF THE CITY OF DORCHESTER, TEXAS, AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY TO APPLY FOR FINANCIAL ASSISTANCE ON BEHALF OF THE CITY THROUGH THE TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AND AUTHORIZING THE CITY'S PARTICIPATION IN SAID APPLICATION.**

WHEREAS, the Texas Water Development Board (TWDB) has made funding available through the Water Supply and Infrastructure Grant Program to support eligible water infrastructure projects; and

WHEREAS, the City of Dorchester, Texas, the City desires to pursue funding assistance for water system improvements to serve its residents and future growth; and

WHEREAS, the City desires to authorize GTUA to act on its behalf in preparing and submitting an application to the TWDB for the Water Supply and Infrastructure Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF [CITY NAME], TEXAS:

**Section 1.** The City hereby authorizes GTUA to act as the City's representative for the purpose of preparing, submitting, and administering an application for financial assistance through the TWDB Water Supply and Infrastructure Grant Program.

**Section 2.** The City agrees to cooperate with GTUA in the preparation of the application and to provide all necessary information, documentation, and support required by TWDB.

**Section 3.** The City understands that submission of the application does not guarantee funding and that any award of funds will be subject to the terms and conditions established by TWDB.

**Section 4.** The City authorizes David Smith, the Mayor, or their designee, to execute all documents and take all actions necessary to support the application and fulfill the City's obligations associated with the grant.

**Section 5.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Dorchester, Texas, on this the ~~30th~~ day of April, 2026.



---

David Smith, Mayor



---

Becky Vincent, City Secretary

**AGENDA ITEM XVIII**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XVIII

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 REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD, AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH THE (FANNIN COUNTY WATER SUPPLY AGENCY).**

## **ISSUE**

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 (Fannin County Water Supply Agency)

## **BACKGROUND**

The Fannin County Water Supply Agency contacted the Authority's General Manager to request assistance in obtaining Texas Water Development Board Water Supply and Infrastructure Grant funding. The purpose of the grant is to provide infrastructure needed to purchase and deliver water from the North Texas Municipal Water District (NTMWD) via access to Bois d'Arc Lake. This critical project will provide member entities to meet the long-term water needs of communities across Fannin County, which is experiencing significant population growth.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a grant application to the TWDB for the Fannin County Water Supply Agency in the amount not to exceed \$21,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary



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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_ OF THE \_\_\_\_\_:

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 \$ \_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ 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 \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_, Dunaway  
\_\_\_\_\_ 118 McKinney St. Farmersville, TX 75442

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

RESOLUTION NO. 2026-05-06

**A RESOLUTION OF THE FANNIN COUNTY WATER SUPPLY AGENCY (AGENCY), AUTHORIZING THE GREATER TEXOMA UTILITY AUTHORITY (GTUA) TO APPLY FOR FINANCIAL ASSISTANCE ON BEHALF OF THE FANNIN COUNTY WATER SUPPLY AGENCY THROUGH THE TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AND AUTHORIZING THE FANNIN COUNTY WATER SUPPLY AGENCY PARTICIPATION IN SAID APPLICATION.**

WHEREAS, the Texas Water Development Board (TWDB) has made funding available through the Water Supply and Infrastructure Grant Program to support eligible water infrastructure projects; and

WHEREAS, the Fannin County Water Supply Agency desires to pursue funding assistance for water system improvements to serve its residents and future growth; and

WHEREAS, the Fannin County Water Supply Agency desires to authorize GTUA to act on its behalf in preparing and submitting an application to the TWDB for the Water Supply and Infrastructure Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FANNIN COUNTY WATER SUPPLY AGENCY:

**Section 1.** The Agency hereby authorizes GTUA to act as the its representative for the purpose of preparing, submitting, and administering an application for financial assistance through the TWDB Water Supply and Infrastructure Grant Program.

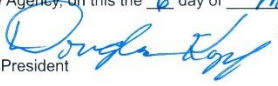
**Section 2.** The Agency agrees to cooperate with GTUA in the preparation of the application and to provide all necessary information, documentation, and support required by TWDB.

**Section 3.** The Agency understands that submission of the application does not guarantee funding and that any award of funds will be subject to the terms and conditions established by TWDB.

**Section 4.** The Agency authorizes their Board President, or their designee, to execute all documents and take all actions necessary to support the application and fulfill the Agency's obligations associated with the grant.

**Section 5.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the Board of Directors of the Fannin County Water Supply Agency, on this the 6 day of May, 2026.



Board President

Printed Name DOUGLAS KOPF

ATTEST:



Vice President

Printed Name David Woody Patrick

**AGENDA ITEM XIX**



# GREATER TEXOMA UTILITY AUTHORITY

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XIX

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 REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD, AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH (CITY OF WHITEWRIGHT).**

## **ISSUE**

Consider 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)

## **BACKGROUND**

The City of Whitewright contacted the Authority's General Manager requesting assistance in obtaining Water Supply and Infrastructure Grant funding for the upgrading of their water system to service their communities.

This project includes a new Ground Storage Tank and New Water Well.

## **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of a grant application to the TWDB for the City of Whitewright in the amount not to exceed \$10,000,000.

## **ATTACHMENTS**

Application Filing Resolution

Application Affidavit

Certificate of Secretary



# City of Whitewright

P. O. Box 966, Whitewright, Texas 75491-0966  
(903) 364-2219  
secretary@whitewright.com

**MAYOR**  
Sarah Beth Owen

**CITY SECRETARY**  
Brandi Robinson

**CITY COUNCIL**  
Traci Barr, Place 1  
Berry Wheeler, Place 2  
John Simon, Place 3  
Jason Summers, Place 4  
Dustin Owens, Mayor Pro Tem

June 10, 2026

Greater Texoma Utility Authority  
PO Box 1297  
Sherman, Texas 75091

To Whom It May Concern,

The City of Whitewright authorizes Greater Texoma Utility Authority (GTUA) to apply for the Water Supply Infrastructure Grant on behalf of the City. We look forward to working with GTUA throughout the process for this project.

Respectfully,

A handwritten signature in blue ink, consisting of the letters "SBO" in a stylized, cursive font.

Sarah Beth Owen  
Mayor  
City of Whitewright

### Application Affidavit

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

APPLICANT \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Paul Sigle as the Authorized Representative of the Greater Texoma Utility Authority, who being by me duly sworn, upon oath says that:

1. The decision by the Greater Texoma Utility Authority (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the Greater Texoma Utility Authority (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The \_\_\_\_\_ (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The Greater Texoma Utility Authority (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

None.

5. The Greater Texoma Utility Authority (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The Greater Texoma Utility Authority (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

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

\_\_\_\_\_  
Official Representative

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application 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 \$\_\_\_\_\_ to provide for the costs of Water System Improvements for the City of Whitewright.

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

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

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

Engineer: \_\_\_\_\_  
200 N. Travis St. Sherman, TX 75090

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)

## Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
APPLICANT \_\_\_\_\_ §

I, the undersigned, Secretary of the \_\_\_\_\_ Texas,  
DO HEREBY CERTIFY as follows:

1. That on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a regular/special meeting of the \_\_\_\_\_ was held; the duly constituted members of the \_\_\_\_\_ being as follows:

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

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

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

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

\_\_\_\_\_ voted "For"                      \_\_\_\_\_ voted "Against"                      \_\_\_\_\_ abstained

all as shown in the official minutes of the \_\_\_\_\_ for this meeting.

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

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

\_\_\_\_\_  
Secretary

(SEAL)

**AGENDA ITEM XX**



# GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XX

PREPARED BY: Stacy Patrick, Sr. 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 BDP  
INDUSTRIES INC., FOR THE CITY OF POTTSBORO DEWATERING EQUIPMENT PROJECT AS  
COMPLETE.**

**ISSUE**

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

**BACKGROUND**

As part of the wastewater treatment plant expansion project, the City of Pottsboro purchased and installed a used sludge dewatering screw press system, complete with a covered trailer and operating accessories, to reduce overall project costs. The system was upgraded to include redundant sludge feed and polymer feed pumps, along with a new control panel, in accordance with TWDB requirements. The purchase and installation of the used equipment provided the City with an estimated savings of approximately \$250,000 compared to constructing a new enclosed building and purchasing new equipment.

**CONSIDERATIONS**

BDP Industries Inc. has completed the City of Pottsboro Dewatering Equipment Project. The Engineering Team, Plummer, completed the final inspection and the City of Pottsboro 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 BDP Industries INC.

**STAFF RECOMMENDATIONS**

The Authority Staff recommend accepting the project as complete.

**ATTACHED**

Close out Documents

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH BDP INDUSTRIES INC., AS COMPLETE FOR THE CITY OF POTTSBORO DEWATERING PROJECT

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with BDP Industries INC., for the City of Pottsboro Dewatering Project

WHEREAS representatives of the City of Pottsboro and the project engineer have inspected the City of Pottsboro Dewatering 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 BDP Industries INC., 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 XXI**



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

---

**DATE:** June 10, 2026

**SUBJECT:** AGENDA ITEM NO. XXI

**PREPARED BY:** Stacy Patrick, Sr. 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 H&H  
ELECTRICAL CONTRACTORS INC., FOR THE GOBER MUD PUMP STATION ELECTRICAL  
IMPROVEMENTS PROJECT AS COMPLETE.**

**ISSUE**

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

**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 included construction of new water lines, electrical work, new generator, and a ground storage tank liner.

**CONSIDERATIONS**

H&H Electrical Contractors Inc. has completed the Gober MUD Pump Station Electrical Improvements Project. On May 5<sup>th</sup>, 2026, the Gober MUD Board of Directors accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to H&H Electrical Contractors Inc.

**STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete.

**ATTACHED**

Close out Documents

**GTUA/Gober MUD  
PRECONSTRUCTION CONFERENCE REVIEW MINUTES  
Pump Station Electrical Improvements  
Project No. 21815 CID 01 & HEI #101003**

**Thursday, March 27, 2025  
9:30 a.m.**

**INTRODUCTIONS**

<p><i>Owner:</i> Paul M Sigle Nichole Murphy GTUA/Gober MUD 5100 Airport Drive Denison, TX 75020 903-786-4433 <a href="mailto:gtua@gtua.org">gtua@gtua.org</a></p> <p>Gober MUD Lance Capehart 903-227-2803 <a href="mailto:lancecapehart@hotmail.com">lancecapehart@hotmail.com</a></p>	<p><i>Engineer:</i> Kevin Vanhoozier, P.E., Project Manager Hayter Engineering 4445 SE Loop 286 Paris, TX 75460 O: 903-785-0303 C: 214-557-6906 <a href="mailto:kevinvanhoozier@haytereng.com">kevinvanhoozier@haytereng.com</a></p>
<p><i>TWDB Representative:</i> Kevin Lian Texas Water Development Board <a href="mailto:Kevin.liang@twdb.texas.gov">Kevin.liang@twdb.texas.gov</a></p>	<p><i>Contractor:</i> Julie Koontz, Assistant Project Manager H&amp;H Electrical Contractors 8475 County Road 271 Terrell, TX 75160 O: 972-524-0205 C: 903-271-8364 <a href="mailto:juliek@hhelectrical.biz">juliek@hhelectrical.biz</a></p>

**PROJECT SUPERVISOR**

The Contractor must provide a full-time project superintendent during all work hours to represent the Contractor. This superintendent must stay in close contact with the City as to the actual work schedule and upcoming work to be performed in an attempt to avoid conflicts with the requirements of the contract documents. The superintendent must have a copy of the plans and

specifications available at all times and is responsible for the conduct of the project. The primary contact for H&H Electrical Contractors, Inc. is Terry Clement.

**PROJECT SUPERVISION - OWNER**

Hayter Engineering, Inc. will provide general supervision for this project. Kevin Vanhoozier will be the project manager, and the point of contact. Kevin will be responsible for observation of construction progress, processing the Contractor's monthly payment requests, and processing change orders, if any. On-site observation will be provided by Lance Capehart.

**SUBMITTALS**

- A. Submit shop drawings for the following:
  - 1. Wire & Cables
  - 2. Conduit-all types
  - 3. Pilot Devices
  - 4. Enclosures
  - 5. Terminal Blocks
  - 6. Lighting Fixtures
  - 7. Motor Controllers
  - 8. Automatic Transfer Switches
  - 9. Generators
  
- B. Submit catalog literature of each item of material specified.

**CONTRACTOR'S DESIGNATED STAGING/MATERIALS STORAGE AREAS**

Contractors staging/materials storage area will be located at the pump station.

---

### **CONSTRUCTION CONTRACT TIME AND LIQUIDATED DAMAGES**

The work shall be substantially complete within 270 calendar days after the date when the Contract time commences to run, which is April 10, 2025. Completion date is therefore January 5, 2026. Liquidated damages are \$160 per calendar day in the event of failure to complete the work on time.

If the contract time is overrun due to the contractor's negligence, and additional time is required by the Engineer to coordinate with the contractor to correct deficiencies, the Engineer may assess additional liquidated damages to cover the associated costs.

It is therefore incumbent upon the Contractor to complete his work within the agreed upon Contract Time so as not to create any additional costs due to time overrun.

### **ENVIRONMENTAL CLEARANCE**

This project has environmental clearance through the Texas Water Development Board.

A Storm Water Pollution Prevention Permit is not required for this project.

### **CHANGE ORDERS**

Contractor must ask for change orders in writing before performing any extra work. Change order requests must contain documentation such as cost and pricing of work involved. Time extension requests must also be made in writing and requested promptly. The time extension requests must also be documented, including time extensions for weather. In the event the need for change order occurs, the Contractor shall notify the Engineer immediately of the issue and construction shall not continue on the item requiring the change order. **Change orders must be approved by the funding agency before charges on any change order items can be claimed for payment.**

### **PARTIAL PAYMENT REQUESTS**

A partial pay request form has been e-mailed to the Contractor, and a hard copy is being provided today. Contractor is required to submit his monthly estimated payment requests on these forms.

Contractor is required to submit **one** signed copy of the payment estimate each month to Hayter Engineering, Inc., to the attention of Kevin Vanhoozier. Cutoff date for pay estimates is the last day of the month. Contractor should submit the payment request to Hayter Engineering by the 5th day of each month, so Kevin can verify quantities and progress, check for mathematical accuracy, budget, percent complete, etc., submit to the funding agency to draw the monies down for payment, and submit to City for payment. **Not staying on this schedule could delay the contractor's payment.** There will be a 5% retainage on all estimates. **Materials on-hand claimed on an estimate must be insured (Builder's Risk or Installation Floater).** Contractors are expected to make prompt payments to their respective subcontractors and suppliers.

The construction of this project is paid for from funds received by the Texas Water Development Board. The Owner will make application, through the engineer, for such funds. The Owner may take up to an additional 45 days for payment to accomplish said application. (Reference General Conditions, Article 14.02.C.2., in the Appendix of the Contract Documents.) **Again, it is to the contractor's advantage to stick with schedule mentioned in above paragraph.**

When the contractor makes his request for final payment, he must furnish an executed Release of Liens and Acknowledgement of Final Payment Due form, along with subcontractor and major supplier Release by Subcontractors and Suppliers form, Consent of Surety to Final Payment form, and any other documentation required by TWDB.

### **LABOR**

All work at the project site shall be performed during regular working hours. (Reference General Conditions, Article 6.02.B, found in the Appendix of the Contract Documents.)

Labor for this contract is governed by the Davis-Bacon Act. A wage rate determination is located in the Appendix of the Contract Documents. Rules concerning this Act can be found in the TWDB Supplemental Contract Conditions, located in the Appendix of the Contract Documents.

Contractor is required to submit weekly for each week in which any contract work is performed a

copy of all payrolls to the Engineer. Contractor is required to submit a Statement of Compliance with each payroll report. These forms are located in the TWDB Supplemental Contract Conditions.

Labor Standards Interviews will be conducted by Lance Capehart. The Labor Standards Interview form is located in the Appendix of the Contract Documents.

Contractor is required to post Employee Rights Under the Davis-Bacon Act poster and the Davis Bacon Act wage rate determination at the job site. A copy of this poster can be seen in the TWDB Supplemental Contract Conditions, located in the Appendix of the Contract Documents, and may be accessed by going to [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

The Owner is required to submit a Monthly Davis-Bacon Wage Rate Certificate of Compliance with each Outlay Report. This form can be found in the Appendix of the Contract Documents.

### **AMERICAN IRON AND STEEL REQUIREMENTS**

The project is funded by the Texas Water Development Board, and as such, American Iron and Steel provisions, as contained in Section 608 of the Federal Water Pollution Control Act for the Clean Water State Revolving Fund, must be followed. The AIS Guidance can be found in the Appendix of the Contract Documents.

The AIS provisions require Contractor to use iron and steel products that are produced in the United States for the construction, alteration, maintenance, or repair of treatment works.

The Contractor is required to submit a Monthly American Iron and Steel Certificate with each pay request. This form can be found in the Appendix of the Contract Documents.

## **UTILITIES**

The Contractor is responsible for obtaining his construction utilities (water, electricity, telephone, etc.) and payment for same.

## **SAFETY**

Safety is the full responsibility of the Contractor. The Contractor must comply with the specifications and all OSHA requirements. In the event of any accident or injury on the job, the Contractor bears responsibility. The Contractor is required to file an accident report with the Engineer if an accident does occur.

## **SUBCONTRACTORS**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform work on this project until said subcontractor is cleared by the Owner through Hayter Engineering, Inc.

The prime Contractor is responsible for all aspects of the project, including subcontractors.

## **INSPECTION**

There will be one pre-final inspection, one final inspection and one twelve-month warranty inspection for this project. The contractor shall request the pre-final inspection when the project is complete. After inspection is made, the Engineer will furnish the contractor with a "Punchlist", setting forth construction deviations which must be remedied prior to final inspection. Contractor shall request a final inspection after all items on his punchlist are remedied.

A warranty inspection will be made by the Engineer and Owner during the eleventh or twelfth month of the one-year warranty period. The Contractor will be notified of the warranty inspection. Any defects found in workmanship, products, or material will be corrected by the Contractor at no cost to the Owner.

## **MISCELLANEOUS**

Contractor is responsible for necessary sanitary conveniences for workers.

## **QUESTIONS/NOTES**

Are there any specific questions regarding drawings or specifications?

- Change Order will be issued for VFD spare part.
- Electrical Engineer - Electrical Expertise, Willard Jordan passed away. Hayter is working on an agreement with Baird Gillroy Dixon.





# 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 April 30, 2026.

[Handwritten Signature]  
Engineer Signature

5/4/2026  
Date

Jan Johnson  
Owner Signature

5/5/2026  
Date

**CERTIFICATE OF PROJECT COMPLETION**

---

Project: Pump Station Electrical Improvements, TWDB DWSRF #21815

Date of Issuance: April 30, 2026

---

Owner: Greater Texoma Utility Authority obo Gober Municipal Utility District

Contractor: H&H Electrical Contractors, Inc.

Engineer: Hayter Engineering

---

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/Gober MUD  
OWNER

And to H&H Electrical Contractors, Inc.  
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 accordance to the approved plans and specifications and Construction practices and sound engineering principles.

April 3, 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:

RESPONSIBILITIES:

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

---

---

CONTRACTOR: Contractor's Guarantee per contract documents (from the date of completion),

---

---

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 April 30, 2026

Hayter Engineering  
ENGINEER

By: Kevin Vanhoozier, P.E.



4/30/26 E-315



May 5, 2026

Texas Water Development Board  
1700 Congress Ave.  
Austin, TX 78711-3231

RE: Gober MUD TWDB Pump Station Electrical Improvements, DWSRF 21815, CID-02

This letter serves to confirm that the TWDB Gober MUD TWDB Pump Station Electrical Improvements, DWSRF 21815, CID-02 project has been successfully completed. It has been completed in accordance with the approved plans and specifications.

We hereby accept the completed project and acknowledge that it has been finalized according to the agreed terms.

Please let me know if any further information is required regarding this matter.

Thank you,

Gober Municipal Utility District

A handwritten signature in blue ink, appearing to read "Jan Johnson", is written over the printed name.

Jan Johnson  
President

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

---

**PROJECT: Pump Station Electrical Improvements**

**CONTRACT DATE: September 26, 2024**

**OWNER: Greater Texoma Utility Authority obo Gober Municipal Utility District**

**CONTRACTOR: H&H Electrical Contractors, Inc.**

---

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)

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

, SURETY COMPANY,

on Bond of (here insert name and address of Contractor)

H&H Electrical Contractors, Inc.  
8475 County Road 271  
Terrell, TX 75160

, 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 of Owner)

Greater Texoma Utility Authority obo Gober Municipal Utility District , OWNER,

as set for in the said Surety Company's Bond No. 1001228126 , dated 10/30/2024 .

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 1st day of May , 2026 .

U.S. Specialty Insurance Company  
Surety Company

Crystal Gail Langhorn  
Signature of Authorized Representative

Crystal Gail Langhorn, Attorney-in-Fact  
Title

Steven W. Lewis

Attest Steven W. Lewis, Witness

(SEAL)



TOKIOMARINE  
HCC

### POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mark Robert Adams, Andrew Gareth Addison, Sheri Renee Allen, Teresa Ayala, Brian Paul Bordlee, Andrea Rose Crawford, Allyson W. Dean, Kimberly Rochelle, Gonzalez, Kelly A. Gorham, Faith Ann Hilty, Peggy Gradel Hogan, Troy Russell Key, Cory Kiper, Crystal Gail Langhorn, Ross Rudolph Laris, Steven Wayne Lewis, Emily Allison Mikeska, Debra Lee Moon, Elizabeth Ortiz, Ana Owens, Sandra Lee Roney, or John R. Ward

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*TwentyFive Million\*\*\*\*\* Dollars (\*\*\*\$25,000,000.00\*\*\*).

This Power of Attorney shall expire without further action on January 31<sup>st</sup> 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

*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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of February 2024.



**AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS  
BONDING COMPANY, UNITED STATES SURETY COMPANY,  
U.S. SPECIALTY INSURANCE COMPANY**

By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

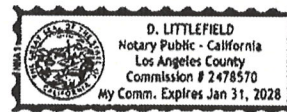
State of California  
County of Los Angeles

On this 1<sup>st</sup> day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

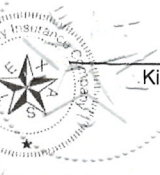
Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 1<sup>st</sup> day of May, 2026.

Bond No. 1001228126  
Agency No. 314455- PDF POA



Kio Lo, Assistant Secretary

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information

**CONTRACTOR'S RELEASE OF LIENS AND  
ACKNOWLEDGEMENT OF FINAL PAYMENT DUE**

**PROJECT: Pump Station Electrical Improvements, TWDB DWSRF #21815**

CONTRACTOR acknowledges final payment due this date from GTUA obo Gober MUD, as full and final payment for the cost of the improvements provided for in the above referenced contract between GTUA obo Gober MUD (OWNER) and H&H Electrical Contractors, Inc. (CONTRACTOR) dated September 26, 2024, the sum of sixty six thousand one hundred ninety six dollars, and eighty cents (\$66,196.80), being the remainder of the full amount accruing to the CONTRACTOR by virtue of said contract, including full payment for the cost of any extra work and material furnished by CONTRACTOR in the construction of said improvements, and all incidentals thereto.

Further, CONTRACTOR hereby releases OWNER and ENGINEER, and their employees, subconsultants, and agents from all liens, claims, complaints or actions whatsoever growing out of said contract, and

Further, CONTRACTOR hereby certifies that all persons, corporations, or other entities doing work upon, or furnishing materials for, said improvements under the above referenced contract have been paid in full, with the exception of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof the undersigned has hereto set his hand and seal this 1st day of May, 2026.

CONTRACTOR: H&H Electrical Contractors, Inc.

Julie Koontz

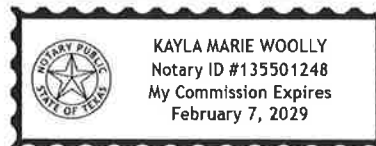
Assistant PM

BY: Julie Koontz

(CORPORATE SEAL)

Subscribed and sworn to before me this 1st day of May, 2026.

Kayla Woolly  
Notary Public



My commission expires 2/7/29

CONTRACTOR'S CERTIFICATION AND WARRANTY/GUARANTEE STATEMENT

Date: April 30, 2026

Project: Pump Station Electrical Improvements, TWDB DWSRF #21815

Owner: Greater Texoma Utility Authority obo Gober Municipal Utility District

Contractor: H&H Electrical Contractors, Inc.

Date of Contract: September 26, 2024

Date of Project Completion: April 3, 2026

Final Contract Amount: \$371,314.00

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: H&H Electrical Contractors, Inc.

By: [Signature]

Date: 5/1/2026

Attest: [Signature]

Attachment 2:1105-A  
Certificate of Compliance with U.S. Iron and Steel Requirements

Certificate of Compliance with U.S. Iron and Steel Requirements  
Compliance Submittal by Owner

TWDB Project: DWSRF 21815  
Contract Name and ID: Pump Station Electrical Improvements CID 02  
TWDB Commitment Number: \_\_\_\_\_

This executed certificate must be submitted after the completion of construction and prior to the issuance of a Certificate of Approval.

I, Lance Capehart (Full Name Printed) swear or affirm under penalty of law that I am Plant Operator (Title) of the Gober Municipal Utility District (Name of Entity)

and to the best of my knowledge and in reliance of the certifications provided by manufacturers, vendors, contractors and consultants, hereby certify that the above-mentioned entity is in full compliance with the U.S. Iron and Steel requirements of Texas Water Code Section 17.183 and/or Texas Government Code Chapter 2252, Subchapter G, as applicable and subject to any waivers granted by the Texas Water Development Board (TWDB).

I understand that a false statement herein may subject me and/or the Entity to any and all civil and criminal penalties available pursuant to applicable federal and state laws.

EXECUTED this 18 day of May, 2026.

Lance Capehart  
(Signature)

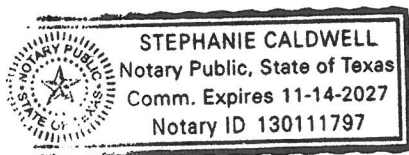
LANCE CAPEHART  
(Printed Name)

PLANT OPERATOR  
(Title)

Sworn to and subscribed before me by Lance Capehart on this 18 day of may, 2026.

Stephanie Caldwell  
(Notary Public in and for the State of Texas)

(SEAL)



Attachment 2:1105-A

Certificate of Compliance with U.S. Iron and Steel Requirements

Certificate of Compliance with U.S. Iron and Steel Requirements  
Compliance Submittal by Owner

TWDB Project: 21815

Contract Name and ID: CID 02

TWDB Commitment Number: 2100 2348

This executed certificate must be submitted after the completion of construction and prior to the issuance of a Certificate of Approval.

I, Debi Atkins (Full Name Printed) swear or affirm under penalty of law that I am Finance Officer (Title) of the Greater Texoma Utility Authority (Name of Entity)

and to the best of my knowledge and in reliance of the certifications provided by manufacturers, vendors, contractors and consultants, hereby certify that the above-mentioned entity is in full compliance with the U.S. Iron and Steel requirements of Texas Water Code Section 17.183 and/or Texas Government Code Chapter 2252, Subchapter G, as applicable and subject to any waivers granted by the Texas Water Development Board (TWDB).

I understand that a false statement herein may subject me and/or the Entity to any and all civil and criminal penalties available pursuant to applicable federal and state laws.

EXECUTED this 28th day of May, 2026.

Debi Atkins  
(Signature)

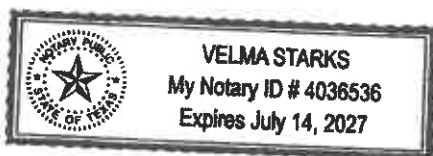
Debi Atkins  
(Printed Name)

Finance Officer  
(Title)

Sworn to and subscribed before me by Debi Atkins on this 28th day of May, 2026.

Velma Starks  
(Notary Public in and for the State of Texas)

(SEAL)





June 2, 2026

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

REFERENCE: GTUA/Gober MUD – Pump Station Electrical Improvements  
TWDB DWSRF #62899 & HEI #101003  
Payment Request #6 (Final)

Dear Mr. Sigle:

Transmitted herewith please find Partial Payment Estimate #6 (Final) from H&H Electrical Contractors, Inc. which has been executed by the engineer and the contractor. This is for your signature and payment.

We believe that the work has progressed to the point represented by the request, the quantities have been verified, and to the best of our knowledge, information and belief, the quality of the work is in accordance with the contract documents.

We therefore recommend payment in the amount of \$18,565.70 as shown on the attached request. Including this request, you will have paid the contractor 100% of the contract amount, and will have released all retainage.

This recommendation for payment is subject to the various provisions contained in Section 14 of the General Conditions, and any corresponding portions of our engineering service agreement.

Sincerely,

HAYTER ENGINEERING, INC.



6/2/26

Kevin Vanhoozier, P.E.  
Principal/Project Manager

**PERIODIC ESTIMATE**

Estimate No: 6 (Final) Sheet 1 of 1 Sheet(s)

Project Discription: Pump Station Electrical Improvements  
 Owner: Gober Municipal Utility District  
 Address: PO Box 6, Gober, TX 75443  
 Contractor: H&H Electrical Contractors, Inc.  
 Address: 8475 County Road 217, Terrell, TX 75160  
 Telephone: 972-524-0205

Original Contract Amount	363,338.00
Total Additions	18,800.88
Total Deductions	10,824.88
Contract as Revised to Date	\$ 371,314.00
Total Amount of Work Done to Date	371,314.00
Materials on Hand	0.00
Total Work and Materials	\$ 371,314.00
Amount Retained (5) Percent	-
Balance	\$ 371,314.00
Less Previous Payments	352,748.30
Amount Due This Application	\$ 18,565.70

Date of Contract Commencement	Time 4/10/2025
Days allowed in Contract	360
Date of Substantial completion	4/5/2026
Date of Final Completion	4/5/2026

Contractor's Certificaton:  
 I, Julie Koontz, the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account 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.

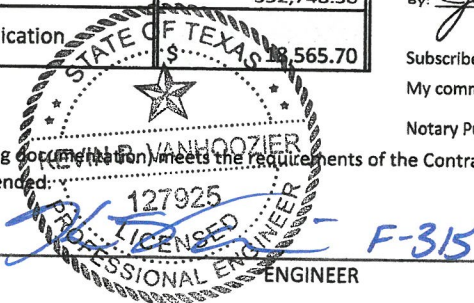
CLAIMANT: H&H Electrical, Inc.  
 By: Julie Koontz  
 Subscribed and sworn to before me May 29th 2026  
 My commission Expires: 2/7/29  
 Notary Public: Kayla Woolly

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:

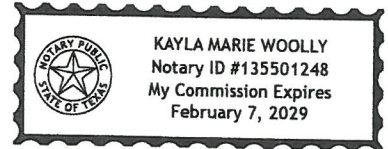
6/2/2026  
Date

By:



6/2/24  
Date

Lane Capen  
INSPECTOR





**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. 62899  
TWDB Construction Contract CID No. CID-02  
Construction Contract Name: Pump Station Electrical Improvements

*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, Lance Capehart, System Manager  
(Name) (Title)  
of Gober Municipal Utility District  
(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.

Lance Capehart 5/28/26  
Signature Date

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

TWDB Project No. 62899

Loan No. CID-02

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

I, Lance Capehart, System Manager  
(Name) (Title)

Gober Municipal Utility District hereby certify that periodic reviews of a  
(Name of entity)

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.

Lance Capehart  
Signature

5/28/26  
Date

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH H&H ELECTRICAL CONTRACTORS INC., AS COMPLETE FOR THE GOBER MUD PUMP STATION ELECTRICAL IMPROVEMENTS PROJECT

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply and Sewer Service with the Gober MUD and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with H&H Electrical Contractors Inc., for the Gober MUD Pump Station Electrical Improvements Project

WHEREAS representatives of the Gober MUD and the project engineer have inspected the Gober MUD Pump Station Electrical Improvements Project and found it to be complete.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with H&H Electrical Contractors Inc., 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 XXII**



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

---

**DATE:** June 10, 2026

**SUBJECT:** AGENDA ITEM NO. XXII

**PREPARED BY:** Stacy Patrick, Sr. 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 ARCHER WESTERN CONSTRUCTION LLC FOR THE CITY OF SHERMAN  
LAKE TEXOMA PUMP STATION EXPANSION PROJECT AS COMPLETE.**

**ISSUE**

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

**BACKGROUND**

The City of Sherman had implemented a comprehensive infrastructure improvement program to address the rapidly increasing demands of industrial, commercial, and residential users. To support the continuing industrial expansion by major industrial users, it was imperative that specific key infrastructure projects were completed before 2026.

As part of the initiative to accommodate the city's growth, the City enhanced the capacity of the Lake Texoma Pump Station (LTPS) from 21 million gallons per day (MGD) to 46 MGD.

**CONSIDERATIONS**

Archer Western Construction LLC has completed the City of Sherman 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 Archer Western Construction LLC.

**STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete.

**ATTACHED**

Close out Documents

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH ARCHER WESTERN CONSTRUCTION LLC, AS COMPLETE FOR THE CITY OF SHERMAN LAKE TEXOMA PUMP STATION EXPANSION 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 Archer Western Construction LLC, for the City of Sherman Lake Texoma Pump Station Expansion Project, and

WHEREAS representatives of the City of Sherman Lake Texoma Pump Station Expansion Project, and the project engineer have inspected the City of Sherman 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 Archer Western Construction LLC, 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

**PERIODIC ESTIMATE**

Estimate No: 17 Sheet 1 of 11 Sheet(s)

Project Description: Lake Texoma Pump Station Expansion Project Number 1509-U  
 Owner: Greater Texoma Utility Authority (GTUA)  
 Address: 5100 Airport Dr, Denison, TX 75020  
 Contractor: Archer Western Construction 224124  
 Address: 1411 Greenway Dr., Irving TX, 75038  
 Telephone: \_\_\_\_\_  
 Engineer: Freese and Nichols SHM23287  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Original Contract Amount	\$ 17,857,469.00
Total Additions	\$ -
Total Deductions	\$ (440,569.91)
Contract as Revised to Date	\$ 17,416,899.09
Total Amount of Work Done to Date	\$ 17,416,899.09
Materials on Hand	\$ -
Total Work and Materials	\$ 17,416,899.09
Amount Retained (5) Percent	\$ -
Balance	\$ 17,416,899.09
Less Previous Payments	\$ 16,152,101.88
Amount Due This Application	\$ 1,264,797.21

Date of Contract Commencement	Time	9/30/2024
Days allowed in Contract		500
Date of Substantial Completion		1/13/2026
Date of Final Completion		2/12/2026

Contractor's Certification:

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

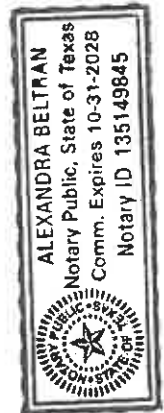
CLAIMANT: Dub

By: Davis Wieck

Subscribed and sworn to before me May 12th, 2026

My commission Expires: 10/31/2028

Notary Public: Alexandra Beltran



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.

<u>5/26/2026</u>	<u>Brycin Brooks</u>	<u>5/26/26</u>	<u>J. Pannell</u>
Date	Inspector	Date	Engineer
<u>5/29/2026</u>	<u>J. Pannell</u>	<u>2026-06-05</u>	<u>Jacob D. Pannell</u>
Date	Program Manager	Date	2026.06.05 09:37:32-05'00'
			City of Sherman
Date	GTUA	Date	

PROJECT:	<u>Lake Texoma Pump Station Expansion</u>	PROJECT NUMBER
OWNER:	<u>Greater Texoma Utility Authority/City of Sherman</u>	<u>1509-U</u>
CONTRACTOR:	<u>Archer Western Construction</u>	<u>224124</u>
Engineer:	<u>Freese and Nichols</u>	<u>SHM23287</u>

Payment Period: 5/1/2026-5/31/2026

Pay Estimate No.: 17

**SUMMARY OF PAYMENT ESTIMATE VALUES FROM ATTACHED TABULATIONS**

SOV Line Item(s)	
Original Contract Amount	\$17,857,469.00
Approved Change Orders	(\$440,569.91)
Current Contract Amount	\$17,416,899.09
Total Value of Original Contract Performed (Attachment "A" consisting of <u>7</u> pages)	\$17,857,469.00
Extra Work on Approved Change Orders (Attachment "A", Item 3 consisting of <u>1</u> page)	-\$440,569.91
Materials on Hand (Attachment "C" consisting of <u>1</u> pages)	\$0.00
Total Value of Work to Date	\$17,416,899.09
Less Amount Retained at 5%	\$0.00
Net Amount Earned on Contract	\$17,416,899.09
Less Amount of Previous Pay Requests	\$16,152,101.88
<b>BALANCE DUE THIS STATEMENT</b>	<b>\$1,264,797.21</b>
Percentage of Contract Due to Date	100.00%

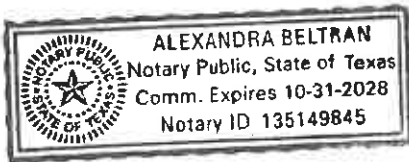
*The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed or delivered in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.*

Contractor:	Name: <u>Davis Wieck</u>	Date: <u>5/12/2026</u>
Archer Western Construction, LLC	Signature: <u>[Signature]</u>	
Inspector:	Name: <u>Brycin Brooks</u>	Date: <u>5/26/2026</u>
Construction Inspector	Signature: <u>[Signature]</u>	
Engineer:	Name: <u>Lewis Bernard</u>	Date: <u>5/26/26</u>
Freese and Nichols	Signature: <u>[Signature]</u>	
Owner:	Name: _____	Date: _____
Greater Texoma Utility Authority/City of Sherman	Signature: _____	

Subscribed and sworn to before me this 12th day of May, 2026.

Notary Public: Alexandra Beltran

My Commission expires: 10/31/2028



ATTACHMENT "A"- SCHEDULE OF VALUES

Pay Estimate No.: 17

Payment Period: 5/1/2026-5/31/2026

Owner: Greater Texoma Utility Authority/City of Sherman  
 Engineer: Fresse and Nichols  
 Contractor: Archer Western Construction  
 Project Name: Lake Texoma Pump Station Expansion

1509-U  
 SHM23287  
 224124

Address: 5100 Airport Dr, Denton, TX 76020  
 Address: 6136 Fricco Square Blvd Suite 375, Frisco, TX 75034  
 Address: 1411 Greenway Ave, Irving, Texas 75038

SOV Line Item	DESCRIPTION OF ITEM	Original Estimate	Quantity of Measure	Unit	Contract Unit Price	Total Contract Amount	Total Complete This Est.	Percent Work Completed This Estimate	Value of Percent Completed	Previous Work Complete	Value of Work Complete	Total % of Work Completed
1	<b>BASE BID ITEM - Item Defined by Contract Documents</b>											
2	1 Mobilization	1	LS	\$35,000.00	\$35,000.00	0%	\$0.00	100%	\$35,000.00	\$35,000.00	100%	
3	Mobilization - 10% for Bonds/Insurance/Facilities	1	LS	\$140,000.00	\$140,000.00	0%	\$0.00	100%	\$140,000.00	\$140,000.00	100%	
4	Mobilization - 50% at 1% of Total Contract Earned	1	LS	\$87,500.00	\$87,500.00	0%	\$0.00	100%	\$87,500.00	\$87,500.00	100%	
5	Mobilization - 75% at 5% of Total Contract Earned	1	LS	\$52,500.00	\$52,500.00	0%	\$0.00	0%	\$0.00	\$0.00	0%	
6	Mobilization - 90% at 10% of Total Contract Earned	1	LS	\$24,500.00	\$24,500.00	100%	\$24,500.00	100%	\$24,500.00	\$24,500.00	100%	
7	Mobilization - 97% at Final Acceptance	1	LS	\$10,500.00	\$10,500.00	100%	\$10,500.00	100%	\$10,500.00	\$10,500.00	100%	
8	Mobilization - 100% after Submittals, Quantities, Seeding, and Testing	1	LS	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00	\$0.00	0%	
9	<b>SUB-TOTAL:</b>				<b>\$350,000.00</b>		<b>\$35,000.00</b>		<b>\$315,000.00</b>	<b>\$350,000.00</b>		
10	<b>10C-02 Installation of Pre-Purchased GTUA Pump 1</b>											
11	Delivery and Equipment to Job Site with Preliminary O&M Manuals (30%)	1	LS	\$76,170.00	\$76,170.00	0%	\$0.00	100%	\$76,170.00	\$76,170.00	100%	
12	Installation Successful 24-Hour Acceptance Test, and Equipment Installation Report (90%)	1	LS	\$152,340.00	\$152,340.00	10%	\$15,234.00	90%	\$137,106.00	\$152,340.00	100%	
13	Final Acceptance of Install, 30 Day Acceptance, Final O&M and Training (100%)	1	LS	\$25,390.00	\$25,390.00	100%	\$25,390.00	0%	\$0.00	\$25,390.00	100%	
14												
15	<b>SUB-TOTAL:</b>				<b>\$253,900.00</b>		<b>\$40,624.00</b>		<b>\$213,276.00</b>	<b>\$253,900.00</b>		
16	<b>10C-03 Installation of Pre-Purchased GTUA Pump 4</b>											
17	Delivery and Equipment to Job Site with Preliminary O&M Manuals (30%)	1	LS	\$76,890.00	\$76,890.00	0%	\$0.00	100%	\$76,890.00	\$76,890.00	100%	
18	Installation Successful 24-Hour Acceptance Test, and Equipment Installation Report (90%)	1	LS	\$153,780.00	\$153,780.00	10%	\$15,378.00	90%	\$138,402.00	\$153,780.00	100%	
19	Final Acceptance of Install, 30 Day Acceptance, Final O&M and Training (100%)	1	LS	\$25,630.00	\$25,630.00	100%	\$25,630.00	0%	\$0.00	\$25,630.00	100%	
20												
21	<b>SUB-TOTAL:</b>				<b>\$256,300.00</b>		<b>\$41,008.00</b>		<b>\$215,292.00</b>	<b>\$256,300.00</b>		
22	<b>10C-04 Installation of Pre-Purchased 36" Butterfly Valves</b>											
23	Installation of Pre-Purchased 36" Butterfly Valves	4	EA	\$4,937.00	\$19,748.00	0%	\$0.00	100%	\$19,748.00	\$19,748.00	100%	
24												
25	<b>SUB-TOTAL:</b>				<b>\$19,748.00</b>		<b>\$0.00</b>		<b>\$19,748.00</b>	<b>\$19,748.00</b>		
26	<b>10C-05 Installation of Pre-Purchased 20" Ball Control Valves</b>											
27	Installation of Pre-Purchased 20" Ball Control Valves	2	EA	\$40,100.00	\$80,200.00	0%	\$0.00	100%	\$80,200.00	\$80,200.00	100%	
28												
29	<b>SUB-TOTAL:</b>				<b>\$80,200.00</b>		<b>\$0.00</b>		<b>\$80,200.00</b>	<b>\$80,200.00</b>		
30	<b>10C-06 Remove and Salvage Existing Equipment</b>											
31	Remove/Salvage Equipment per D2	1	LS	\$35,460.00	\$35,460.00	0%	\$0.00	100%	\$35,460.00	\$35,460.00	100%	
32	Remove/Salvage Valves, Piping, Sole Plate per D2	1	LS	\$82,740.00	\$82,740.00	0%	\$0.00	100%	\$82,740.00	\$82,740.00	100%	
33												
34	<b>SUB-TOTAL:</b>				<b>\$118,200.00</b>		<b>\$0.00</b>		<b>\$118,200.00</b>	<b>\$118,200.00</b>		
35	<b>10C-07 Demolition</b>											
36	Demolish Sole Plates and Cover Plates	1	LS	\$35,250.00	\$35,250.00	0%	\$0.00	100%	\$35,250.00	\$35,250.00	100%	
37	Demolish Ball valve, Bypass Piping, and Drain Piping	1	LS	\$41,125.00	\$41,125.00	0%	\$0.00	100%	\$41,125.00	\$41,125.00	100%	
38	Demolish Concrete Ball Valve Supports	1	LS	\$5,875.00	\$5,875.00	0%	\$0.00	100%	\$5,875.00	\$5,875.00	100%	

Owner: Greater Texas Utility Authority/City of Sherman  
 Engineer: Freese and Nichols  
 Contractor: Archer Western Construction  
 Project Name: Lake Texoma Pump Station Expansion

1509-LJ  
 SHM23287  
 224124

Address: 5100 Airport Dr, Denison, TX 75020  
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SOV Line Item	DESCRIPTION OF ITEM	Original Estimate	Quantity of Measure	Unit Contract Price	Total Contract Amount	Total Complete This Est.	Percent Work Completed This Estimate	Value of Percent Completed	Previous Work Complete	Value of Work Complete	Total % of Work Completed
39	Demo Concrete Blockout at Pump Station	1	LS	\$29,375.00	\$29,375.00	0%	0%	\$0.00	\$29,375.00	\$29,375.00	100%
40	Demo Existing Pump Column Supports	1	LS	\$5,875.00	\$5,875.00	0%	0%	\$0.00	\$5,875.00	\$5,875.00	100%
42				<b>SUB-TOTAL:</b>	<b>\$117,500.00</b>			<b>\$0.00</b>	<b>\$117,500.00</b>	<b>\$117,500.00</b>	
43	<b>BC-08 Piping, Valves, Accessories for GTUA P1 and P4</b>										
44	Install Piping	2	EA	\$105,252.00	\$210,504.00	0%	0%	\$0.00	\$210,504.00	\$210,504.00	100%
45	Install Pipe Fittings	2	EA	\$55,132.00	\$110,264.00	0%	0%	\$0.00	\$110,264.00	\$110,264.00	100%
46	Install Pipe Supports	2	EA	\$40,096.00	\$80,192.00	0%	0%	\$0.00	\$80,192.00	\$80,192.00	100%
47	Install Ball Control Valves	2	EA	\$25,060.00	\$50,120.00	0%	0%	\$0.00	\$50,120.00	\$50,120.00	100%
48	Install Bypass Piping	2	EA	\$12,530.00	\$25,060.00	0%	0%	\$0.00	\$25,060.00	\$25,060.00	100%
49	Install Gauges and Transmitters	2	EA	\$7,918.00	\$15,836.00	0%	0%	\$0.00	\$15,836.00	\$15,836.00	100%
50	Testing	2	EA	\$5,012.00	\$10,024.00	0%	0%	\$0.00	\$10,024.00	\$10,024.00	100%
51				<b>SUB-TOTAL:</b>	<b>\$501,200.00</b>			<b>\$0.00</b>	<b>\$501,200.00</b>	<b>\$501,200.00</b>	
52											
53	<b>BC-09 Piping, Valves, Accessories for GTUA P2 and P3</b>										
54	Install Piping	2	EA	\$43,800.00	\$87,600.00	0%	0%	\$0.00	\$87,600.00	\$87,600.00	100%
55	Install Pipe Fittings	2	EA	\$26,340.00	\$52,680.00	0%	0%	\$0.00	\$52,680.00	\$52,680.00	100%
56	Install Bypass Piping	2	EA	\$13,170.00	\$26,340.00	0%	0%	\$0.00	\$26,340.00	\$26,340.00	100%
57	Testing	2	EA	\$4,390.00	\$8,780.00	0%	0%	\$0.00	\$8,780.00	\$8,780.00	100%
58				<b>SUB-TOTAL:</b>	<b>\$175,600.00</b>			<b>\$0.00</b>	<b>\$175,600.00</b>	<b>\$175,600.00</b>	
59											
60	<b>BC-10 54" Headwater Expansion Joint</b>										
61	Install Header	1	LS	\$188,302.50	\$188,302.50	0%	0%	\$0.00	\$188,302.50	\$188,302.50	100%
62	Install Single Bellows	1	LS	\$167,380.00	\$167,380.00	0%	0%	\$0.00	\$167,380.00	\$167,380.00	100%
63	Install Universal Bellows	1	LS	\$209,225.00	\$209,225.00	0%	0%	\$0.00	\$209,225.00	\$209,225.00	100%
64	Gauges and Transmitters	1	LS	\$25,107.00	\$25,107.00	0%	0%	\$0.00	\$25,107.00	\$25,107.00	100%
65	FRP Pipe Supports	1	LS	\$200,856.00	\$200,856.00	0%	0%	\$0.00	\$200,856.00	\$200,856.00	100%
66	Testing	1	LS	\$4,184.50	\$4,184.50	0%	0%	\$0.00	\$4,184.50	\$4,184.50	100%
67	Pipe Coating	1	LS	\$41,845.00	\$41,845.00	0%	0%	\$0.00	\$41,845.00	\$41,845.00	100%
68				<b>SUB-TOTAL:</b>	<b>\$836,900.00</b>			<b>\$0.00</b>	<b>\$836,900.00</b>	<b>\$836,900.00</b>	
69											
70	<b>BC-11 54" Piping on Pipe Bridge</b>										
71	54" Pipe on Bridge	1	LS	\$305,262.00	\$305,262.00	0%	0%	\$0.00	\$305,262.00	\$305,262.00	100%
72	FRP Pipe Supports	1	LS	\$141,325.00	\$141,325.00	0%	0%	\$0.00	\$141,325.00	\$141,325.00	100%
73	Testing	1	LS	\$5,653.00	\$5,653.00	0%	0%	\$0.00	\$5,653.00	\$5,653.00	100%
74	Pipe Coating	1	LS	\$50,877.00	\$50,877.00	0%	0%	\$0.00	\$50,877.00	\$50,877.00	100%
75	Install 12" Drain Pipe	1	LS	\$62,183.00	\$62,183.00	0%	0%	\$0.00	\$62,183.00	\$62,183.00	100%
76				<b>SUB-TOTAL:</b>	<b>\$565,300.00</b>			<b>\$0.00</b>	<b>\$565,300.00</b>	<b>\$565,300.00</b>	
77											
78	<b>BC-12 Furnish, Install, Establish Site Prep, Grading, Restoration, Vegetation</b>										
79	Seeding for Erosion Control	1	LS	\$24,550.00	\$24,550.00	100%	0%	\$24,550.00	\$0.00	\$24,550.00	100%
80	Established Seeding	1	LS	\$24,550.00	\$24,550.00	100%	0%	\$24,550.00	\$0.00	\$24,550.00	100%



Owner: Greater Tarranta Utility Authority/City of Sherman  
 Engineer: Freese and Nichols  
 Contractor: Archer Western Construction  
 Project Name: Lake Tarrants Pump Station Expansion

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Address: 5100 Airport Dr, Denison, TX 75020  
 Address: 6136 Frisco Square Blvd Suite 375, Frisco, TX 75034  
 Address: 1411 Greenway Ave, Irving, Texas 75038

SOV Line Item	DESCRIPTION OF ITEM	Original Estimate	Quantity of Measure	Unit	Contract Unit Price	Total Contract Amount	Total Complete This Est.	Percent Work Completed This Estimate	Value of Percent Completed	Previous Work Complete	Value of Work Complete	Total % of Work Completed
122	FRP Meter Vault Slab	1	ls	\$222,439.00	\$222,439.00	0%	\$0.00	100%	\$222,439.00	\$222,439.00	100%	
123	FRP Meter Vault Walls	1	ls	\$476,655.00	\$476,655.00	0%	\$0.00	100%	\$476,655.00	\$476,655.00	100%	
124	FRP Meter Vault Support Slab	1	ls	\$413,101.00	\$413,101.00	0%	\$0.00	100%	\$413,101.00	\$413,101.00	100%	
125	Install Exhaust Fan and Air Intake	1	ls	\$79,442.50	\$79,442.50	0%	\$0.00	100%	\$79,442.50	\$79,442.50	100%	
126	Install Pipe and Appurtenances in Vault	1	ls	\$508,432.00	\$508,432.00	0%	\$0.00	100%	\$508,432.00	\$508,432.00	100%	
127	Install Adjustable Pipe Supports	1	ls	\$79,442.50	\$79,442.50	0%	\$0.00	100%	\$79,442.50	\$79,442.50	100%	
128	Install Sump Pump Piping and Sump	1	ls	\$47,665.50	\$47,665.50	0%	\$0.00	100%	\$47,665.50	\$47,665.50	100%	
29	CLSM around Vault	1	ls	\$158,885.00	\$158,885.00	0%	\$0.00	100%	\$158,885.00	\$158,885.00	100%	
130	Backfill	1	ls	\$161,688.22	\$161,688.22	0%	\$0.00	100%	\$161,688.22	\$161,688.22	100%	
131	Testing	1	ls	\$3,177.70	\$3,177.70	0%	\$0.00	100%	\$3,177.70	\$3,177.70	100%	
132	Install Bollards	1	ls	\$31,777.00	\$31,777.00	25%	\$7,944.25	75%	\$23,832.75	\$31,777.00	100%	
133					<b>SUB-TOTAL: \$3,021,618.22</b>				<b>\$3,013,673.97</b>	<b>\$3,021,618.22</b>		
134												
135	<del>Special Shelving for Proposed Meter Vault</del>											
136	Preparing Site and Bracing Existing Infrastructure (Substation and Existing Meter Vault)	1	ls	\$860,000.00	\$860,000.00	0%	\$0.00	100%	\$860,000.00	\$860,000.00	100%	
137					<b>SUB-TOTAL: \$860,000.00</b>				<b>\$860,000.00</b>	<b>\$860,000.00</b>		
138												
139	<del>Remove and Replace Concrete Driveway</del>	183	SY	\$1,069.00	\$195,627.00	10%	\$19,562.70	90%	\$176,064.30	\$195,627.00	100%	
140					<b>SUB-TOTAL: \$195,627.00</b>				<b>\$176,064.30</b>	<b>\$195,627.00</b>		
141												
142												
143	<del>Shut Down and Drain Header/Pipelining</del>	1	ls	\$15,900.00	\$15,900.00	0%	\$0.00	100%	\$15,900.00	\$15,900.00	100%	
144					<b>SUB-TOTAL: \$15,900.00</b>				<b>\$15,900.00</b>	<b>\$15,900.00</b>		
145												
146												
47	<del>Geotextile</del>	217	sy	\$16.00	\$3,906.00	0%	\$0.00	100%	\$3,906.00	\$3,906.00	100%	
148					<b>SUB-TOTAL: \$3,906.00</b>				<b>\$3,906.00</b>	<b>\$3,906.00</b>		
149												
150												
151	<del>Electrical System</del>	1	ls	\$145,538.40	\$145,538.40	0%	\$0.00	100%	\$145,538.40	\$145,538.40	100%	
152	Submittals	1	ls	\$381,207.60	\$381,207.60	0%	\$0.00	100%	\$381,207.60	\$381,207.60	100%	
153	Electrical Underground	1	ls	\$475,354.40	\$475,354.40	0%	\$0.00	100%	\$475,354.40	\$475,354.40	100%	
154	Exposed Conduit and Fillings	1	ls	\$136,769.20	\$136,769.20	0%	\$0.00	100%	\$136,769.20	\$136,769.20	100%	
155	Install Owner Furnished MV, MCC, 8KV Switch	1	ls	\$133,769.20	\$133,769.20	0%	\$0.00	100%	\$133,769.20	\$133,769.20	100%	
156	Power Distribution	1	ls	\$172,538.40	\$172,538.40	0%	\$0.00	100%	\$172,538.40	\$172,538.40	100%	
157	Rework High Voltage gear	1	ls	\$771,769.20	\$771,769.20	0%	\$0.00	100%	\$771,769.20	\$771,769.20	100%	
158	Wire and Cables	1	ls	\$92,369.20	\$92,369.20	0%	\$0.00	100%	\$92,369.20	\$92,369.20	100%	
159	Termination Enclosures	1	ls	\$59,769.20	\$59,769.20	0%	\$0.00	100%	\$59,769.20	\$59,769.20	100%	
160	Lights	1	ls	\$46,884.60	\$46,884.60	0%	\$0.00	100%	\$46,884.60	\$46,884.60	100%	
161	Electrical Equipment Racks	1	ls	\$70,884.60	\$70,884.60	0%	\$0.00	100%	\$70,884.60	\$70,884.60	100%	
162	Third Party Testing and Wires	1	ls	\$74,884.60	\$74,884.60	0%	\$0.00	100%	\$74,884.60	\$74,884.60	100%	
163	Third Party Termination of 5/8 KV Cables	1	ls	\$74,884.60	\$74,884.60	0%	\$0.00	100%	\$74,884.60	\$74,884.60	100%	



**ATTACHMENT "B"- TABULATION OF VALUES FOR APPROVED CHANGE ORDERS**

**PROJECT:** *Lake Texoma Pump Station Expansion* PROJECT NUMBER  
**OWNER:** Greater Texoma Utility Authority/City of Sherman 1509-U  
**CONTRACTOR:** Archer Western Construction 224124  
**ENGINEER:** Freese and Nichols SHM23287

Payment Period: 4/1/2026-4/30/2026

Pay Estimate No.: 19

ITEM NO.	DESCRIPTION OF ITEM	SOV Line Item(s)	QUANTITY ORIGINAL ESTIMATE	UNIT OF MEASURE	UNIT PRICE	AGREED CHANGE ORDER AMOUNT	VALUE OF WORK COMPLETE THIS ESTIMATE	PREVIOUS WORK COMPLETE	TOTAL VALUE OF WORK COMPLETE	% OF WORK COMP.
<b>CO-01</b>	Reduction of Owner Contingency		1	ls	-\$440,569.91	-\$440,569.91	-\$440,569.91	\$0.00	-\$440,569.91	100%
<b>TOTAL FOR PAGE/PROJECT</b>						<b>-\$440,569.91</b>	<b>-\$440,569.91</b>	<b>\$0.00</b>	<b>-\$440,569.91</b>	



**ATTACHMENT "C" - TABULATION OF VALUES FOR MATERIALS ON HAND**

PROJECT:  
OWNER:  
CONTRACTOR:  
ENGINEER:

**Lake Texoma Pump Station Expansion**  
Greater Texoma Utility Authority/City of Sherman  
Archer Western Construction  
Trecee and Nichols

1509-U  
224124  
SHMZ3287

Payment Period: 4/1/2026-4/30/2026

Pay Estimate No.: 19

NAME OF SUPPLIER	Description	SOV Line Item(s)	INVOICE NO.	INVOICE DATE	ORIGINAL INVOICE AMOUNT	AMOUNT INSTALLED TO DATE	BALANCE OF STORED MATERIALS ON HAND
Locke	BFV Vault 1+12.	110,111	44634	6/18/2025	\$14,020.00	100%	
Locke	BFV Vault 1+25	110,111	44635	6/18/2025	\$14,020.00	100%	
Locke	BFV Vault 1+12,1+25	110,111	44638	6/18/2025	\$14,020.00	100%	
Locke	BFV Vault 1+12,1+25	110,111	44652	6/18/2025	\$14,020.00	100%	
Locke	BFV Vault 1+25, 2+32	110,111	44653	6/18/2025	\$14,020.00	100%	
Locke	BFV Vault 1+12,1+25,54"	110,111	44672	6/18/2025	\$14,335.00	100%	
Locke	BFV Vault 2+32, 54"	110,111	44672	6/18/2025	\$14,020.00	100%	
Locke	BFV Vault 1+25, 54", Misc.	110,111	44674	6/18/2025	\$34,495.00	100%	
Locke	BFV Vault 1+25, 2+32,54"	110,111	44675	6/18/2025	\$14,650.00	100%	
Locke	BFV Vault 2+32, 54"	110,111	44676	6/18/2025	\$14,335.00	100%	
ADSCO	Metal Expansion Joint	62,63	4247	6/9/2025	\$266,022.00	100%	
<b>TOTAL FOR PAGE/PROJECT</b>					<b>\$427,957.00</b>		<b>\$ -</b>

**ATTACHMENT "D"- PROJECT SUMMARY**

PROJECT:	<b>Lake Texoma Pump Station Expansion</b>	PROJECT NUMBER
OWNER:	Greater Texoma Utility Authority/City of Sherman	1509-UJ
CONTRACTOR:	Archer Western Construction	224124
ENGINEER:	Freese and Nichols	SHM23287

Payment Period: 4/1/2026-4/30/2026

Pay Estimate No.: 19

**CONTRACT TIME SUMMARY**

Date of Notice to Proceed	September 30, 2024	
Original Contract Duration	500	Days
Original Date of Pumps pass Preliminary Operations Test	November 12, 2025	
Original Date of Contract Substantial Completion	January 13, 2026	
Original Date of Contract Final Completion	February 12, 2026	
Previously Approved Time Extensions For Weather (To Date)	0	
Approved Time Extensions for Weather, Last Pay Period -	0	Days
Approved Time Extensions per Change Order	0	Days
Current Contract Duration	500	Days
Current Date of Contract Substantial Completion	January 13, 2026	
Current Date of Contract Final Completion	February 12, 2026	
Days Charged to Project to Date	602	Days
Days Remaining in Contract	-102	Days
Percent of Current Project Duration	120.40%	
Current Scheduled Completion Date	February 12, 2026	
Project is Ahead/ Behind Schedule	0	Days

**CONTRACT COST SUMMARY**

Original Contract Amount	\$ 17,857,469.00
Approved Change Orders	-\$440,569.91
Current Contract Amount	\$ 17,416,899.09
Contract Earnings to date on	
Original Contract	\$ \$ 17,002,212.50
Earnings on Approved Change Orders	-\$440,569.91
Materials on Hand	\$ 0.00
Total Current Project Amount Earned	\$ 16,561,642.59
Percentage of Contract Earned to Date	95.09%
Retainage	\$ 828,082.13
Balance to Finish, Plus Retainage	\$ 855,256.50
Amount Approved to Date	\$ 16,546,054.14
Percent of Contract Approved to Date	95.00%



# 1. Request for Substantial Completion and Final Completion



March 24<sup>th</sup>, 2026

Freese and Nichols  
Attn: Lewis Bernard  
Via Email

Re. Lake Texoma Pump Station Expansion  
Subject: Substantial Completion

Dear Mr. Bernard,

Per Article 15.03 of the General Conditions, Archer Western considers the Lake Texoma Pump Station Expansion – Public Works No. 1509-U to be substantially complete as of March 24<sup>th</sup>, 2026. Per Article 15.04 of the General Conditions, the Owner may use or occupy substantially completed parts of the Work including Pumps 1, 2, 3, and 4. Pump 2 has been in operation since 11/21/2025, Pump 3 has been in Operation since 11/25/2025, Pump 1 has completed its 24 hour test from 3/19/2026 at 09:24am to 3/20/2026 at 10:31am, and Pump 4 has completed its 24 hour test from 3/23/2026 at 09:24am to 3/24/2026 at 10:14am.

Below is a list of items that remain to be completed:

- Punchlist of record
- Final O&Ms
- 30 Day Acceptance Test – Beginning 3/24/2026 and ending 4/23/2026

We request the Engineer issue a certificate of Substantial Completion for this work. If you have any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Davis Wieck'.

Davis Wieck  
Project Manager  
Archer Western Construction

CC: File



Innovative approaches  
Practical results  
Outstanding service

601 Poydras Street, Suite 2550 + New Orleans, Louisiana 70130 + 504-603-3525 + FAX 817-735-7491

[www.freese.com](http://www.freese.com)

May 14, 2026

Tom Pruitt, P.E.  
City of Sherman

Re: Lake Texoma Pump Station Expansion, Public Works No. 1509 U  
Recommendation to Accept Substantial Completion

Dear Mr. Pruitt:

Freese and Nichols, Inc. has reviewed Archer Western Construction's March 24, 2026 request for Substantial Completion for the Lake Texoma Pump Station Expansion, Public Works No. 1509 U. Based on the Contractor's request and the reported status of the Work, including operation of Pumps 2 and 3 and completed 24 hour testing for Pumps 1 and 4, Freese and Nichols recommends that the Owner accept the Work as substantially complete as of March 24, 2026, and authorize issuance of the Certificate of Substantial Completion in accordance with the Contract Documents.

This recommendation is subject to completion of the punchlist of record, final operations and maintenance manuals, the 30-day acceptance test, and any other remaining requirements of the Contract Documents. Acceptance of Substantial Completion should not be construed as acceptance of incomplete or defective Work or as a waiver of the Contractor's obligation to complete all remaining Work, correct deficiencies, and provide final closeout documentation.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Bernard'.

Lewis Bernard, P.E.  
Project Manager

cc: Davis Wieck, Project Manager, Archer Western  
Brycin Brooks, Construction Manager, FNI



May 5th, 2026

Freese and Nichols  
Attn: Lewis Bernard  
Via Email

Re. Lake Texoma Pump Station Expansion  
Subject: Final Completion

Dear Mr. Bernard,

Per Article 15.05 of the General Conditions, Archer Western considers the Lake Texoma Pump Station Expansion – Public Works No. 1509-U to be final complete as of April 24th, 2026. Per Article 15.04 of the General Conditions, the Owner may use or occupy substantially completed parts of the Work including Pumps 1, 2, 3, and 4. The Pump Station has been under a 30 day System Operational Test since March 24<sup>th</sup>, 2026. The System Operational Test was completed on April 24<sup>th</sup>, 2026.

We request the Engineer issue a certificate of Final Completion for this work. If you have any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Davis Wieck'.

Davis Wieck  
Project Manager  
Archer Western Construction

CC: File



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Practical results  
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601 Poydras Street, Suite 2550 + New Orleans, Louisiana 70130 + 504-603-3525 + FAX 817-735-7491

[www.freese.com](http://www.freese.com)

May 13, 2026

Davis Wieck  
Project Manager  
Archer Western Construction, LLC  
1411 Greenway Drive  
Irving, Texas 75038

Re: Lake Texoma Pump Station Expansion, Public Works No. 1509-U

Dear Mr. Wieck:

Freese and Nichols has reviewed Archer Western Construction's final closeout documents for the Lake Texoma Pump Station Expansion, Public Works No. 1509-U.

Based on the closeout documents provided and the Owner's inspection of the completed work, Freese and Nichols accepts Final Completion for the project, with the date of Final Completion established as May 7, 2026.

Please provide a complete set of final record drawings, redlined by the Contractor, for the entire project. The redlined drawings should show all changes made during construction, including field changes, approved modifications, and final installed conditions. We will complete the record drawing receipt documentation once the full redlined set has been received and reviewed.

This acceptance of Final Completion does not relieve Archer Western Construction of its remaining closeout obligations, warranties, guarantees, or responsibility to provide record documents required by the Contract Documents.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Bernard'.

Lewis Bernard, P.E.  
Project Manager

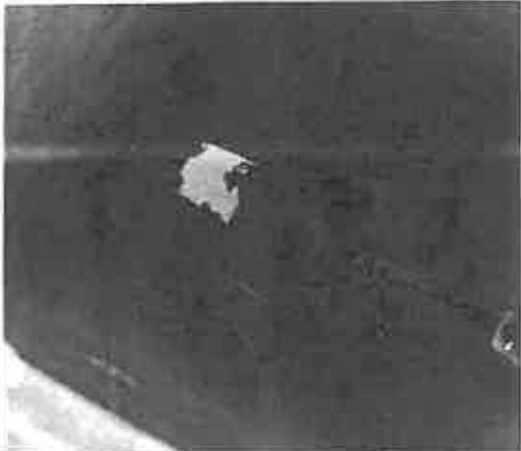
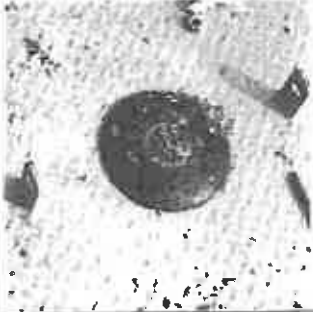
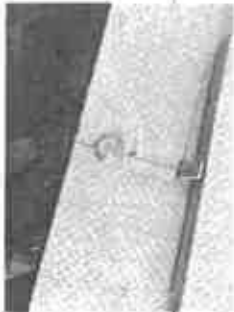


cc: Brycin Brooks, Freese and Nichols  
Jacob Pannell, P.E., City of Sherman

SHM23287









List of Deficiencies

<b>Project</b>	Lake Texoma Pump Station Expansion	<b>Project Number</b>
<b>Owner</b>	City of Sherman	SHM23287
<b>Contractor</b>	Archer Western	
<b>Construction Manager</b>	Brycin Brooks	
<b>Design Professional</b>	Lewis Bernard, P.E.	



The Work performed under this Contract was inspected by authorized representatives of the Owner's Project Team. The following Work must be completed for the Project (or designated portions of the Work) to be accepted as complete:





Item	Description
1	<p>Vaults for the 84-inch butterfly valves are leaking:</p>  <p>O.M 4/24/26  <i>JL</i>                      4/24/26</p>
2	<p>Valve stem covers are not tagged with valve ID</p>   <p><i>JL</i> O.M                      4/24/26 4/24/26</p>
3	<p>Meter vault sump pump is not operational and missing the float.</p>   <p><i>JL</i> O.M                      4/24/26 04/24/26</p>

List of Deficiencies

Item	Description		
4		<p>Missing pressure instrumentation in the meter vault RE: 1/D15</p> <p><i>JF</i> 4/24/26</p> <p>O.M 4/24/26</p>	
5		<p>Manhole on bridge appears to be leaking and requires touch up paint</p> <p><i>JF</i> 4/24/26</p> <p>O.M 4-24-26</p>	
6		<p>Fix oil leak on drip master</p> <p><i>JF</i></p> <p>O.M 04/24/26</p>	
7	<p>Add tags to equipment</p>		
8		<p>Screen on drain pipe needs to be replaced</p> <p><i>JF</i> 4/24/26</p> <p>O.M 04/24/26</p>	

List of Deficiencies

Item	Description
9	<p>If unistrut base plate is not needed then it should be removed, bolts ground flush and patched</p>   <p><i>JJ</i>                      O.M            7/24/26                      7/24/26</p>

<p><b>Design Professional</b>              Name                      3/11/26            Date</p>	<p><b>Construction Manager</b>              Name                      5/2/2026            Date</p>
<p><b>Contractor</b>              Name                      4/24/26            Date</p>	<p><b>Owner</b>              Name                      2026-05-07            Date</p>

# GAI Gupta & Associates, Inc.

Consulting engineers  
 13717 Neutron Road  
 Dallas, TX 75244  
 Tel: 972-490-7661 Fax: 972-490-7125

## SITE VISIT PUNCH LIST

Project Number: 1992






Project Title: Lake Texoma Pump Station Expansion

Owner: City Of Sherman

By: Dwight Ross Site Visit Date: 3/9/2026

The following items require the attention of the CONTRACTOR for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

Item No.	Location (Area)	Description	Correction Completion Date	Verification Check
1.	Pump Station	Ground all Myers hubs in pull box enclosures	03/27	DR
2.	Pump station	Ensure all temporary jumpers removed from soft starters	03/04	DR
3.	Pump station	Install all conduit covers	03/04	DR
4.	Pump station	Remove all protective films from enclosures	03/04	DR
5.	Meter vault	Install float switch for sump pump	03/06	DR
6.	Meter vault	Run sump pump power in a permanent solution	03/06	DR
7.	Pump station	New ball valve enclosures missing all lights and switches	Boyers (Estimate)	DR
8.	Pump station	Install tags on enclosures	03/04	DR
9.	Meter Vault	Install door hatch handles	03/09	DR
10.	Pump Station	Update drawings to reflect changes made to starters	Boyers (Estimate)	DR

Item No.	Location (Area)	Description	Correction Completion Date	Verification Check
1	Pump Station	Ground all Myers hubs in pull box enclosures	03/27	
2	Pump station	Ensure all temporary jumpers removed from soft starters	BY FATON FIELD SERVICES	
3	Pump station	Install all conduit covers	2/6/4	
4	Pump station	Remove all protective film s from enclosures	02/04	
5	Meter vault	Install float switch for sump pump	03/06	
6	Meter vault	Run sump pump power in a permanent solution	03/06	
7	Pump station	New ball valve enclosures missing all lights and switches <i>Send R/S after install DR</i>	BY VALMATIC (NEW PANELS)	

8	Pump station	Install tags on enclosures	02/04	
9	Meter Vault	Install door hatch handles	03/09	
10.	Pum p Station	Update drawings to reflect changes made to starters	BY EATON FIELD SERVICES	





## 2.Consent of Surety to Company to Final Payment

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

**Bond Number: 108075826**

**PROJECT:** Lake Texoma Pump Station Expansion  
314 Hanna Drive  
Denison, TX 75020

**CONTRACT DATE:** 9/9/2024

**OWNER:** Greater Texoma Utility Authority  
5100 Airport Drive  
Denison, TX 75020

**CONTRACTOR:** Archer Western Construction, LLC  
1411 Greenway Drive  
Irving, TX 75038

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)

Travelers Casualty and Surety Company  
One Tower Square  
Hartford, CT 06183

, SURETY COMPANY,

on Bond of (here insert name and address of Contractor)

Archer Western Construction, LLC  
1411 Greenway Drive  
Irving, TX 75038

, 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 of Owner)

Greater Texoma Utility Authority  
5100 Airport Drive  
Denison, TX 75020

, OWNER,

as set forth in the said Surety Company's Bond No. 108075826, dated 9/9/2024

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 6th day of May, 2026

Travelers Casualty and Surety Company  
Surety Company

  
Signature of Authorized Representative

Lheanna Anderson, Attorney-in-Fact  
Title



Attest

(S E A L)



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **LHEANNA ANDERSON** of **CHICAGO**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By:   
 Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **May**, 20**26**



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



### 3. Certificate of Gurantee

CONTRACTOR'S CERTIFICATION AND WARRANTY/GUARANTEE STATEMENT

Date: 5/6/2026

Project: Lake Texoma Pump Station Expansion 1509-U

Owner: Greater Texoma Utility Authority on behalf of City of Sherman

Contractor: Archer Western

Date of Contract: 9/9/2024

Date of Project Completion: 5/7/2026

Final Contract Amount: \$17,416,899.09

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 One (1) year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of One (1) 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 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: Archer Western

By: Frank Etier  
Digitally signed by Frank Etier  
DN: cn=Frank Etier, o=Archer Western  
Reason: I am approving the document  
Date: 2026.05.11 09:19:12-0500

Date: 5/6/2026

Attest: Jeffrey J. Polak  
Digitally signed by Jeffrey J. Polak  
DN: cn=Jeffrey J. Polak, o=Archer Western Construction, LLC., ou=Central Water, cn=Jeffrey J. Polak  
Reason: I am approving the document  
Date: 2026.05.11 07:34:38-0500



## Archer Western Construction, LLC

A Member of the Walsh Group

February 10<sup>th</sup>, 2026

Lewis Bernard  
Freese and Nichols, Inc.

RE: Lake Texoma Pump Station Expansion - Archer Western Project #224124  
**NCR-001.2: Buttstrap Installation – Extended Warranty**

Dear Mr. Bernard,

Archer Western Construction, LLC warrants the workmanship on the 84" tee tie in referenced in NCR-001 for one additional year for a total of two years from Substantial Completion.

If you have any questions or require additional information, do not hesitate to contact myself, Andrew Pettit, Jason Davis, or Frank Etier.

Sincerely,

*Davis Wieck*

Davis Wieck  
Project Manager  
Archer Western Construction, LLC

Cc: Andrew Pettit  
Jason Davis  
Frank Etier  
File



#### 4. Affidavit of All Bills Paid

**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 officer 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. Archer Western Construction, LLC  
(Print or type the firm or individual name of the Contractor)
2. 1411 Greenway Drive, Irving, TX 75038  
(Print or type the Contractor's address)
3. Jeff Polak  
(Print or type the name of the person signing for the Contractor)
4. Business Group Leader  
(Print or type the position of the person signing for the Contractor)
5. Description of the Project (use an additional page, if necessary): Lake Texoma Pump Station Expansion Installation of 2 new Vertical Pumps, and new 54" Parallel Pipeline
6. Date that the project was totally completed: 5/7/2026

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 8<sup>th</sup> day of May, 2026.

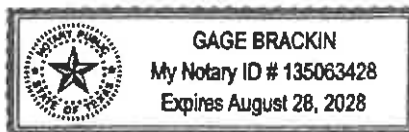
[Signature]  
(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 8<sup>th</sup> day of May, 2026.

Notary Public: [Signature]

My Commission Expires: Aug. 28, 2028

END OF AFFIDAVIT





## 5. Formal Letter Accepting Final Completion - City

May 8<sup>th</sup>, 2026

Lake Texoma Pump Station Expansion  
ATTN: Archer Western Construction, LLC  
1411 Greenway Drive  
Irving, TX 75038

Re: Final Completion Letter  
Lake Texoma Pump Station Expansion, COS #1509-U

Mr. Wieck:

The scope for this project generally consists of the following:

- Installation of pre-purchased pumps, motors, valves, MCC, and switchgear
- Furnishing and installation of a new 54-inch header, pipeline, and connection to the existing 84-inch raw water pipeline
- Reconnection of two existing GTUA pumps to the new 54-inch header
- EI&C for the new equipment

The above work has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and found to be wholly complete per the contract documents.

The date of Final Completion for this project is established as **May 7<sup>th</sup>, 2026**.

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

Sincerely,  
**City of Sherman**



Jacob Pannell, P.E.  
Project Manager



## 6. Statement Confirming Receipt of Record Drawings



# 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 4/14/26

Engineer Signature

5/26/26

Date

Jacob D. Pannell  
2026.05.29  
12:51:57-05'00'

Owner Signature

2026-05-29

Date



# Note: Placeholder, Final Payment App Is In Parallel Processing For Signatures Now

May 7th, 2026

City of Sherman  
Attn: Jacob Pannell  
Via Email

Re. Lake Texoma Pump Station Expansion  
Subject: Request for Final Payment

Dear Mr. Pannell,

Per Article 15.06 of the General Conditions, we are requesting final payment/release of retainage on Lake Texoma Pump Station Expansion. This work was substantially complete on March 24<sup>th</sup>, 2026 and final completion was April 24<sup>th</sup>, 2026. We are also including the following close out documents for signature:

1. Request Letter for Final Completion with the Final Punchlist
2. Consent of Surety to Company to Final Payment
3. Certificate of Guarantee
4. Affidavit of All Bills Paid
5. Formal Letter Accepting Final Completion - City
6. Statement Confirming receipt of Record Drawings
7. Request for Final Payment with Final Pay Application
8. Certificate of Final Completion

If any additional information is needed to close out this project, please let us know.

Sincerely,

Davis Wieck  
Project Manager  
dwieck@walshgroup.com

CC: Brycin Brooks, FNI

**CERTIFICATE OF PROJECT COMPLETION**

---

Project: Lake Texoma Pump Station Expansion - 1509-U

Date of Issuance: \_\_\_\_\_

---

Owner: GTUA on behalf of City of Sherman

Contractor: Archer Western Construction

Engineer: Freese and Nichols

---

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 Archer Western Construction  
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.

5/7/2026  
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

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CONTRACTOR: One year Contractor's Guarantee (from the date of completion),  
Payment and Performance Bonds, Pipe Manufacturer's Warranty,  
Two year warranty on workmanship of 84" tee

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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 May 26, 2026.

Freese and Nichols, Inc.

ENGINEER

By: 

**AGENDA ITEM XXIII**



# GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

---

DATE: June 10, 2026

SUBJECT: AGENDA ITEM NO. XXIII

PREPARED BY: Stacy Patrick, Sr. 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 KITCHING &  
CO LLC, FOR THE CITY OF SHERMAN MISCELLANEOUS WATER LINE IMPROVEMENTS  
PROJECT AS COMPLETE AND APPROVE CHANGE ORDER NO. 1.**

**ISSUE**

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.

**BACKGROUND**

This project was identified by the City of Sherman's Utility Department as a high priority replacement project for the City's water system. This project replaced approximately 3,300' linear feet of water line between 4 different locations around Sherman.

**CONSIDERATIONS**

Kitching & Co LLC has completed the 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 Kitching & Co LLC.

Change Order No. 1 removed a water line not replaced by the contractor and reduce the contracted by \$195,169.35 resulting in a final contracted price of \$490,190.73.

**STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete and approving the Change Order No. 1.

**ATTACHED**

Close out Documents  
Change Order No. 1

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH KITCHING & CO., LLC, AS COMPLETE FOR THE CITY OF SHERMAN MISCELLANEOUS WATER LINE IMPROVEMENTS 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 Kitching & Co. LLC, for the City of Sherman Miscellaneous Water Line Improvements Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Miscellaneous Water Line Improvements Project and found it to be complete.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with Kitching & Co., LLC, 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

STATE OF TEXAS

§

COUNTY OF GRAYSON

§

CONTRACTOR'S RELEASE OF LIENS AFFIDAVIT OF BILLS PAID

BEFORE ME, the undersigned authority, on this day personally appeared Blake Kitching, President of Kitching & Co LLC (herein after referred to as the "Company"), who being duly sworn by me states:

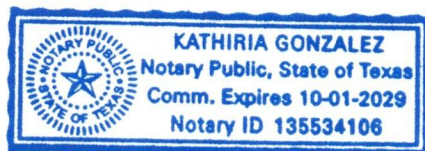
- 1. That he/she is the general contractor, employed for the construction work of Miscellaneous Water Line Improvements 2022. (hereinafter referred to as the "Project"), contracted by the CITY OF SHERMAN, and that said construction work was completed on 11/24/2025.
2. That there are no claims, liens, suits or causes of action of whatsoever nature made, asserted or filed by any person, persons, firm or corporation, against either him/her, the Company or the City of Sherman, by reason of any labor, materials, or services furnished under the Project.
3. That all labor employed and all materials used, and all services rendered in said Project has been fully paid for by him/her, EXCEPT as disclosed hereunder:
4. That Affiant will pay all outstanding bills and/or claims on the above-mentioned Project, for any labor employed, materials used and/or services rendered, from funds paid by the City of Sherman, in reliance hereof.
5. That in consideration and conditioned upon City's final payment of funds, Affiant hereby waives and/or releases any and all lien rights held by Affiant emanating from performance and completion of the above-mentioned Project.
6. That no patented, registered, or copyrighted machines, materials, methods or processes were used in said Project, nor supplied as a part of the finished work or appurtenant thereto, except with the payment of any or all fees, royalties, or license charges; and that there exist no claims, liens, suits or causes of action of whatsoever nature made, asserted or filed by any person, persons, firm, or corporation by any reason of the use of any patented, registered, copyrighted machines, materials, methods or processes upon said Project.
7. That Affiant hereby offers and represents to FULLY INDEMNIFY the City of Sherman for any loss and/or expense resulting from any false or incorrect information contained herein, which Affiant knows or should have known to be incorrect, and that Affiant, by signature hereof, assumes all responsibility and is hereinafter personally liable for any loss or damage to the City of Sherman, resulting from any false or incorrect information contained herein.

WITNESS MY HAND on this 10 day of Feb, 20 26

Blake Kitching
Affiant's Signature

SWORN TO and SUBSCRIBED before me by Blake Kitching on this 10 day of Feb, 20 26 (print Affiant's name)

(SEAL)



Kathiria Gonzalez
Notary Public, Collin County, Texas

**CERTIFICATE OF PROJECT COMPLETION**

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Project: Miscellaneous Water Line Improvements 2022

Date of Issuance: 12/19/2025

---

Owner: City of Sherman

Contractor: Kitching & Co LLC

Engineer: Wade Trim

---

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 Kitching & Co LLC  
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with Contract Documents on

11/24/2025  
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:

RESPONSIBILITIES:

OWNER:

---

---

CONTRACTOR:

---

---

---

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.

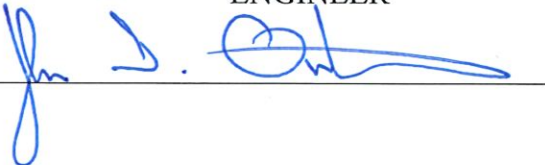
---

Executed by ENGINEER on December 19, 2025.

Travis Overturf, P.E.

ENGINEER

By:



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## CONSENT OF SURETY

OBLIGEE/OWNER: The City of Sherman, Texas

CONTRACTOR: Kitching & Co., LLC

SURETY: US Casualty and Surety Insurance Company

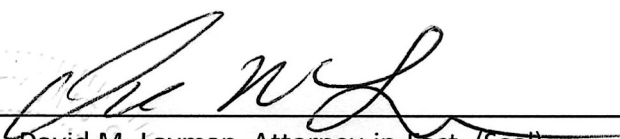
PROJECT: Miscellaneous Water Line Improvements 2022

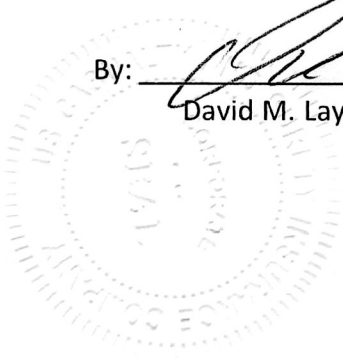
In accordance with the provisions of the Contract between the OBLIGEE/OWNER and the CONTRACTOR as indicated above, for Bond Number UCSX492X1090 of the SURETY, US Casualty and Surety Insurance Company hereby approves of the Final

Payment to CONTRACTOR and agrees that Final Payment to CONTRACTOR shall not relieve the SURETY of any obligations to the OBLIGEE, as set forth in the said bond of SURETY.

**SIGNED AND SEALED** this 2nd day of February, 2026.

US Casualty and Surety Insurance Company (SURETY)

By:   
David M. Layman, Attorney-in-Fact (Seal)



CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 11/24/2025

Project: Miscellaneous Water Line Improvements 2022

Owner: City of Sherman

Contractor: Kitching & Co LLC

Date of Contract: 10/21/2024

Date of Project Completion: 11/24/2025

Final Contract Amount: \$685,365.08

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 1 year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of 1 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 through the guarantee period.

Contractor: Kitching & Co LLC

By: Blake Kitching

Date: 2/10/2026

Attest: 

03/12/2026

Kitching & Co LLC  
ATTN: Dan Rolan  
901 Industrial Way Dr  
Anna, Texas 75409

Re: Final Inspection, and Final Acceptance Letter  
Miscellaneous Water Line Improvements 2022, COS # 1516-U

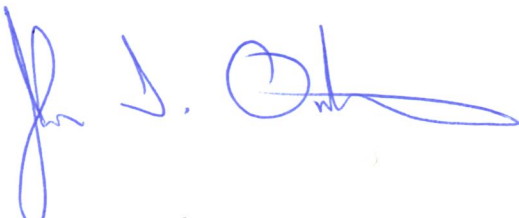
Mr. Rolan:

The City of Sherman Engineering Department completed the final inspection of the improvements for the above-mentioned project on November 24<sup>th</sup>, 2025. This project appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the infrastructure portion of 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**



Travis Overturf, P.E.  
Project Manager

Cc Dwight LaGrone, GIS Manager  
Jerry Pace, GIS Technician II  
Kristi Jenkins, Engineering Coordinator  
File

**PERIODIC ESTIMATE**

Estimate No: 5 Sheet 1 of 2 Sheet(s)

Project Discription: Miscellaneous Water Line Improvements 2022  
 Owner: GTUA  
 Address: \_\_\_\_\_  
 Contractor: Kitching & Co. LLC.  
 Address: 901 Industrial Way Dr., Anna Texas 75409  
 Telephone: \_\_\_\_\_

Original Contract Amount	685,365.08
Total Additions	
Total Deductions	195,169.35
Contract as Revised to Date	\$ 490,195.73
Total Amount of Work Done to Date	490,195.73
Materials on Hand	
Total Work and Materials	\$ 490,195.73
Amount Retained (10) Percent	
Balance	\$ 490,195.73
Less Previous Payments	472,919.89
Amount Due This Application	\$ 17,275.84

Date of Contract Commencement	Time	2/17/2025
Days allowed in Contract		150
Date of Substantial completion		7/7/2025
Date of Final Completion		7/7/2025

**Contractor's Certificaton:**  
 I Blake Kitching, the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due, and according to law and that the amount claimed afr allowing all just credits, is now due and wholley unpaid, and that I am authorized to make this affidavit.

CLAIMANT: BK  
 By: Blake Kitching President  
 Subscribed and sworn to before me 3rd June 2026  
 My commission Expires 11-22-2026  
 Notary Public: \_\_\_\_\_

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.

6/3/26 Date John J. [Signature] ENGINEER  
 By: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ GTUA  
6-3-26 Date Chl [Signature] INSPECTOR





Pay Request No. 5 From: 6/25/25 To: 10/25/2025  
 Name of Contractor: Kitching & Co. LLC.  
 Owner's Address: 901 Industrial Way Dr., Anna Texas 75409  
 Engineer: City of Sherman  
 Engineer's Address: 220 W. Mulberry, Sherman, TX 75091  
 Project Name: Miscellaneous Water Line Improvements 2022  
 Project Number: 1516-U  
 Contract Price (Including Change Orders): \$490,195.73

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	Quantity Completed This Month	Total Quantity Completed	Total Value Completed	Total \$\$ Used or Not Used
<b>Miscellaneous Water Line Improvements 2022</b>								
G1	Mobilization	1	LS	\$ 30,250.00		1.00	\$ 30,250.00	\$ -
G2	Right-of-Way Preparation	1	LS	\$ 7,865.00		1.00	\$ 7,865.00	\$ -
G3	Traffic Control	1	LS	\$ 5,808.00		1.00	\$ 5,808.00	\$ -
G4	SW3P Implementation & Maintenance	1	LS	\$ 3,025.00		1.00	\$ 3,025.00	\$ -
G5	Audio & Video Route Survey	1	LS	\$ 1,815.00		1.00	\$ 1,815.00	\$ -
M1	Sodding	200	SY	\$ 14.85	203.00		\$ 2,970.00	\$ -
M2	Furnishing & Replacing Topsoil (2' Min)	200	SY	\$ 4.84	203.00		\$ 968.00	\$ -
M3	Miscellaneous Irrigation Allowance	1	LS	\$ 7,865.00		1.00	\$ 7,865.00	\$ -
M4	Tree Protection	8	EA	\$ 730.13		8.00	\$ 5,841.04	\$ -
M5	Construction Contingency Allowance	1	LS	\$ 125,000.00			\$ -	\$ (125,000.00)
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	\$ 30.33	5.00	1,140.00	\$ 34,727.85	\$ (2,881.35)
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	\$ 30.88		247.00	\$ 7,627.36	\$ -
P3	Remove & Replace Gravel Parking Lot	80	SY	\$ 31.56		80.00	\$ 2,524.80	\$ -
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	\$ 127.81	55.00	40.00	\$ 12,141.95	\$ -
P5	Remove & Replace Concrete Driveway (6')	48	SY	\$ 109.43	28.00	20.00	\$ 5,033.78	\$ -
P6	Remove & Replace Curb & Gutter	198	LF	\$ 120.33	93.00	100.00	\$ 23,825.34	\$ -
P7	Remove Sidewalk (4')	18	SY	\$ 61.51		18.00	\$ 1,107.18	\$ -
P8	Remove & Replace Concrete Flume	1.5	SY	\$ 358.96	1.00	0.50	\$ 538.44	\$ -
P9	Remove Existing Retaining Wall	8	LF	\$ 70.90			\$ -	\$ (567.20)
P10	Remove Curb & Gutter	10	LF	\$ 56.00		10.00	\$ 560.00	\$ -
P11	Barrier Free Ramp	1	EA	\$ 5,445.00	1.00		\$ 5,445.00	\$ -
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	\$ 69.73		1,080.00	\$ 75,308.40	\$ -
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	\$ 85.83			\$ -	\$ (42,915.00)
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	\$ 51.24	100.00	910.00	\$ 51,752.40	\$ -
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	\$ 95.63		720.00	\$ 68,853.60	\$ -
W5	Remove Pipe	25	LF	\$ 15.49		25.00	\$ 387.25	\$ -
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	\$ 2,164.51		8.00	\$ 17,316.08	\$ -
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	\$ 1,713.22	(1.00)	2.00	\$ 1,713.22	\$ (1,713.22)
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	\$ 3,794.42	(1.00)	2.00	\$ 3,794.42	\$ -
W9	Cut & Cap Abandon-in-Place Existing 2"-6" Water Line (Install Thrust Blocking)	11	EA	\$ 422.16	7.00	2.00	\$ 3,799.44	\$ (844.32)
W10	Remove & Salvage Existing Gate Valve & Box	10	EA	\$ 475.36	8.00	1.00	\$ 4,278.24	\$ (475.36)
W11	Remove & Salvage Existing Fire Hydrant Assembly	2	EA	\$ 688.75	1.00	1.00	\$ 1,377.50	\$ -
W12	Standard Fire Hydrant Assembly	5	EA	\$ 5,940.82	(7.00)	11.00	\$ 23,763.28	\$ (5,940.82)
W13	6" Gate Valve & Box	22	EA	\$ 1,525.24	(5.00)	22.00	\$ 25,929.08	\$ (7,626.20)
W14	12" Gate Valve & Box	6	EA	\$ 4,266.92		6.00	\$ 25,601.52	\$ -
W15	Short Service	22	EA	\$ 653.68		16.00	\$ 10,458.88	\$ (3,922.08)
W16	Long Service	19	EA	\$ 820.95	(1.00)	16.00	\$ 12,314.25	\$ (3,283.80)
W17	Trench Safety & Excavation Protection	2,983.00	LF	\$ 1.21		2,983.00	\$ 3,609.43	\$ -
							\$ 490,195.73	\$ (195,169.35)

Credits are overbilling on previous pay apps

Completed to Date: \$ 490,195.73  
 Stored Material: \$ -  
 Completed and Stored to Date: \$ 490,195.73  
 Less 5% Retainage [ZERO OUT FOR FINAL PAYMENT]: \$ -  
 Less Previous Payments: \$ 472,919.89  
 Amount Due This Application: \$ 17,275.84 ✓

Contractor certifies that to the best of its knowledge: 1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interests or encumbrances); and 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Engineer Signature and Date: [Signature] 6/2/26

Contractor Signature and Date: [Signature] - 6-01-26

On-Site Observer Signature and Date: \_\_\_\_\_



Pay Request No. 5 From: 8/25/25 To: 10/25/2025  
 Name of Contractor: Kitching & Co. LLC  
 Owner's Address: 901 Industrial Way Dr., Anna Texas 75409  
 Engineer: City of Sherman  
 Engineer's Address: 220 W. Mulberry, Sherman, TX 75091  
 Project Name: Miscellaneous Water Line Improvements 2022  
 Project Number: 1518-U  
 Contract Price (Including Change Orders): \$490,195.73

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	Quantity Completed This Month	Total Quantity Completed	Total Value Completed
<b>Miscellaneous Water Line Improvements 2022</b>							
G1	Mobilization	1	LS	\$ 30,250.00		1.00	\$ 30,250.00
G2	Right-of-Way Preparation	1	LS	\$ 7,665.00		1.00	\$ 7,665.00
G3	Traffic Control	1	LS	\$ 5,808.00		1.00	\$ 5,808.00
G4	SW3P Implementation & Maintenance	1	LS	\$ 3,025.00		1.00	\$ 3,025.00
G5	Audio & Video Route Survey	1	LS	\$ 1,815.00		1.00	\$ 1,815.00
M1	Sodding	200	SY	\$ 14.85	200.00		\$ 2,970.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	\$ 4.84	200.00		\$ 968.00
M3	Miscellaneous Irrigation Allowance	1	EA	\$ 7,665.00		1.00	\$ 7,665.00
M4	Tree Protection	8	EA	\$ 730.13		8.00	\$ 5,841.04
M5	Construction Contingency Allowance	1	LS	\$ 125,000.00			\$ -
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	\$ 30.33	5.00	1,140.00	\$ 34,727.85
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	\$ 30.68		247.00	\$ 7,627.36
P3	Remove & Replace Gravel Parking Lot	80	SY	\$ 31.56		80.00	\$ 2,524.80
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	\$ 127.81	55.00	40.00	\$ 12,141.95
P5	Remove & Replace Concrete Driveway (8')	46	SY	\$ 109.43	26.00	20.00	\$ 5,033.78
P6	Remove & Replace Curb & Gutter	198	LF	\$ 120.33	98.00	100.00	\$ 23,825.34
P7	Remove Sidewalk (4')	18	SY	\$ 61.51		18.00	\$ 1,107.18
P8	Remove & Replace Concrete Flume	1.5	SY	\$ 358.98	1.00	0.50	\$ 538.44
P9	Remove Existing Retaining Wall	8	LF	\$ 70.90			\$ -
P10	Remove Curb & Gutter	10	LF	\$ 56.00		10.00	\$ 560.00
P11	Barrier Free Ramp	1	EA	\$ 5,445.00	1.00		\$ 5,445.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	\$ 69.73		1,080.00	\$ 75,308.40
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	\$ 85.63			\$ -
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	\$ 51.24	100.00	910.00	\$ 51,752.40
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	\$ 95.63		720.00	\$ 68,853.60
W5	Remove Pipe	25	LF	\$ 15.48		25.00	\$ 387.25
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	\$ 2,164.51		8.00	\$ 17,316.08
W7	Connect Proposed 6"-12" to Existing 2"-6" Water Line (Special Connection)	2	EA	\$ 1,713.22		1.00	\$ 1,713.22
W8	Connect Proposed 6" to Existing 9" Water Line (Tapping Sleeve & Gate Valve)	1	EA	\$ 3,784.42		1.00	\$ 3,784.42
W9	Cut & Cap Abandon-in-Place Existing 2'-6" Water Line (Install Thrust Blocking)	11	EA	\$ 422.16	7.00	2.00	\$ 3,799.44
W10	Remove & Salvage Existing Gate Valve & Box	10	EA	\$ 475.36	8.00	1.00	\$ 4,278.24
W11	Remove & Salvage Existing Fire Hydrant Assembly	2	EA	\$ 688.75	1.00	1.00	\$ 1,377.50
W12	Standard Fire Hydrant Assembly	5	EA	\$ 5,940.82		4.00	\$ 23,763.28
W13	6" Gate Valve & Box	22	EA	\$ 1,525.24		17.00	\$ 25,929.08
W14	12" Gate Valve & Box	6	EA	\$ 4,288.82		6.00	\$ 25,601.52
W15	Short Service	22	EA	\$ 653.68		16.00	\$ 10,458.88
W16	Long Service	19	EA	\$ 820.95		15.00	\$ 12,314.25
W17	Trench Safety & Excavation Protection	2,983.00	LF	\$ 1.21		2,883.00	\$ 3,609.43
							\$ 490,195.73

Completed to Date: \$ 490,195.73  
 Stored Material: \$ -  
 Completed and Stored to Date: \$ 490,195.73  
 Less 5% Retainage [ZERO OUT FOR FINAL PAYMENT]: \$ -  
 Less Previous Payments: \$ 472,919.89  
 Amount Due This Application: \$ 17,275.84

Contractor certifies that to the best of its knowledge: 1) all previous progress payments received from Owner on account of work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with work covered by prior Applications for Payment; 2) title of all Work materials and equipment incorporated in said Work or otherwise relied in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against such liens, security interest or encumbrances); and 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Engineer Signature and Date:  3/11/26

Contractor Signature and Date:  1/29/2026

On-Site Observer Signature and Date:  3/11/26

# Change Order

No. 1

Date of Issuance: April 13, 2026

Project: Miscellaneous Water Line Improvements 2022	Project No.: 1516-U Bid No.: 2024-07
Owner: City of Sherman	Date of Contract: 17 <sup>th</sup> February 2025
Contractor: Kitching & Co., LLC.	

**The Contract Documents are modified as follows upon execution of this Change Order:**

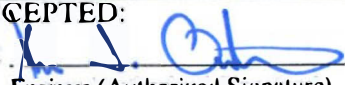
See attached Change Order #1 spreadsheet

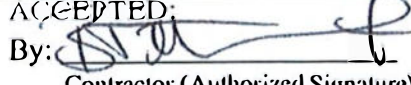
**Justification:**

Level up change order for final closeout. The proposed water line along Bryant Ave was removed from this project. The city utility department had replaced this line around the same time this project was being awarded at council meeting.

<u>CHANGE IN CONTRACT PRICE:</u>	<u>CHANGE IN CONTRACT TIMES:</u>
Original Contract Price: <u>\$685,365.08</u>	Original Contract Times: Substantial completion days: <u>150</u> Substantial completion date: <u>TBD</u>
Increase from previously approved Change Orders No. 0 to No. 0: <u>\$0</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion days: <u>0</u> Substantial completion date: <u>TBD</u>
Contract Price prior to this Change Order: <u>\$685,365.08</u>	Contract Times prior to this Change Order: Substantial completion days: <u>150</u> Substantial completion date: <u>TBD</u>
Increase of this Change Order: <u>(\$195,169.35)</u>	Increase of this Change Order: Substantial completion days: <u>0</u> Substantial completion date: <u>TBD</u>
Contract Price incorporating this Change Order: <u>\$490,190.73</u>	Contract Times with all approved Change Orders: Substantial completion days: <u>150</u> Substantial completion date: <u>TBD</u>

RECOMMENDED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By:   
Engineer (Authorized Signature)  
Date: 6/2/26

ACCEPTED:  
By:   
Contractor (Authorized Signature)  
Date: 6-1-2026

**ADJOURN**