

### GREATER TEXOMA UTILITY AUTHORITY BOARD MEETING MAY 19, 2025

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, May 19, 2025, 12:00 p.m.

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 19th day of May 2025, 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 April 21, 2025, Meeting
- V. \*Consider and act upon approval of accrued liabilities for April 2025.
- VI. \*Consider and act upon Change Order No. 1 with Hayes Construction, LLC. for the City of Bells Watermains Installation Project.
- VII. \*Consider and act upon Change Order No. 1 with Hawk Builders, LLC. for the City of Sherman, Laboratory Services Building Addition & Remodel Project.
- VIII. Citizens to be Heard.
- IX. Receive Quarterly Investment Report.
- X. Receive an update from Pape-Dawson Engineers, Inc. for the City of Sherman Major Infrastructure Projects.
- XI. Consider and act upon the award of contract for the City of Sherman Progress Park Sewer Industrial Sewer Outfall Project.

- XII. 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 Sherman, Shepherd Drive Sewer Extension Project as complete.
- XIII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Triad Services Group, LLC. for the City of Sherman Concentrate Discharge System-Discharge Channel Project as complete.
- XIV. Consider and act upon a request from the Grayson-Collin Electric Cooperative for an easement related to property for the CGMA Water System.
- XV. Executive Session

Pursuant to Government Code, Sections 551.071, 551.072, and 551.0726 the Board of Directors may adjourn into closed Executive Session to discuss the following:

- a. Consultations Between Governmental Body and Its Attorney
- b. Deliberating the purchase, exchange, lease or value of real property
- XVI. Regular Session
- XVII. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XVIII. Adjourn.

<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.

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

<sup>&</sup>lt;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.

AGENDA ITEM IV

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

### MONDAY, APRIL 21, 2025

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

Members Present:	Donald Johnston, Brad Morgan, Ken Brawley, Matt Brown, Scott Blackerby, Henry Koehler, Robert Hallberg, Kristofor Spiegel (late arrival), and Stanley Thomas
Members Absent:	Robert Hallberg
Staff:	Paul Sigle, Nichole Murphy, Stacy Patrick, Tasha Hamilton, and Velma Starks
General Counsel:	Mike Wynne, Wynne and Smith

I. <u>Call to Order</u>

Board President Brad Morgan called the meeting to order at 12:00 p.m.

II. <u>Pledge of Allegiance</u>

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

The Board proceeded to Item IV on the agenda. Item III will be addressed at a later time pending the arrival of Kristofor Spiegel.

III. <u>Administer Oath of Office</u>.

After Agenda item X, Velma Starks, Notary, officially administered the Oath of Office to Kristofor Spiegel upon his arrival.

Board proceeded to Agenda item XI

IV. 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.

- V. \* Consider and act upon approval of Minutes of March 17, 2025, Meeting.
- VI. \* Consider and act upon approval of accrued liabilities for March 2025.

Discussion was held.

VII. \*Consider and act upon Change Order No.1 with H&H. Electrical Contractors, Inc., for the Gober Mud Pump Station Electrical Improvements Project.

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

VIII. <u>Citizens to be Heard.</u>

No citizens wished to be heard.

IX. Consider and act upon authorizing Contract Amendment No. 13 to the contract with Garney Construction, for the City of Sherman 36" West Water Main CMAR Project.

General Manager Paul Sigle provided background information for the Board. Contract Amendment No. 13 is a reduction of \$5,250,000 resulting in a revised contract total of \$83,084,485.32. Board Member Matt Brown made a motion to approve Contract Amendment No. 13 contingent upon approval by the City of Sherman. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

X. <u>Consider all matters incident and related to the approval and execution of a Water Facilities</u> <u>Contract with Ravenna-Nunnelee Water Supply Corporation.</u>

General Manager Paul Sigle provided background information for the Board. Discussion was held. Board Member Matt Brown made a motion to approve the Water Supply Contract. Board Member Scott Blackerby seconded the motion. Motion passed unanimously

Kristofor Spiegel arrived at this time, and the Board proceeded to Agenda Item III.

XI. Consider all matters incident and related to the approval and execution of an Amended Water Facilities Contract with Lake Kiowa Special Utility District.

General Manager Paul Sigle provided background information for the Board. Discussion was held. Board Member Matt Brown made a motion to approve the Water Supply Contract. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XII. <u>Consider all matters incident and related to the approval and execution of an amended Water and</u> Sewer Facilities Contract with the City of Valley View.

General Manager Paul Sigle provided background information for the Board. Board Member Scott Blackerby made a motion to approve the Amended Water Supply Facilities Contract. Board Member Matt Brown seconded the motion. Motion passed unanimously.

XIII. <u>Consider and act upon Change Order No. 1 and a Resolution by the Board of Directors of The</u> <u>Greater Texoma Utility Authority accepting the contract with Archer Western Construction, LLC</u> for the City Sherman Water Treatment Plant Expansion Package 1 Project as complete.

General Manger Paul Sigle provided background information for the Board. Change Order No. 2, reflects a reduction of \$355,216.00 resulting in a revised contract in the amount of \$10,887,686.87. Board Member Donald Johnston made a motion to approve the change order

and accept the contract with Archer Western Construction, LLC as complete. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

XIV. <u>Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility</u> <u>Authority accepting the contract with Tank Builders Inc. for the CGMA Bloomdale Phase 2</u> <u>500,000 Gallon Storage Reservoir Contract B Project as complete.</u>

General Manager Paul Sigle provided background information for the Board. Discussion was held. Board Member Stanley Thomas made a motion to accept the contract with Tank Builders Inc as complete. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

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

General Manager Paul Sigle informed the Board that the background information for Items XV, XVI, XVII, and XVIII is the same project requiring coordination with NTMWD, the four entities, GTUA, and TWDB. Discussion was held. Board Member Matt Brown made a motion to authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – College Mound SUD Project in the amount not to exceed \$10,800,000.00. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

XVI. <u>Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility</u> <u>Authority requesting financial assistance from the Texas Water Development Board, authorizing</u> <u>the filing of an application for assistance, and making certain findings in connection therewith</u> (Southern Transmission Pipeline – Becker-Jiba Special Utility District).

Board Member Scott Blackerby made a motion to authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – Becker-Jiba SUD Project in the amount not to exceed \$10,800,000.00. Board Member Matt Brown seconded the motion. Motion passed unanimously.

XVII. <u>Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility</u> <u>Authority requesting financial assistance from the Texas Water Development Board, authorizing</u> <u>the filing of an application for assistance, and making certain findings in connection therewith</u> <u>(Southern Transmission Pipeline – Gastonia Scurry Special Utility District).</u>

Board Member Henry Koehler made a motion to authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – Gastonia Scurry SUD Project in the amount not to exceed \$10,800,000.00. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XVIII. <u>Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility</u> <u>Authority requesting financial assistance from the Texas Water Development Board, authorizing</u> <u>the filing of an application for assistance, and making certain findings in connection therewith</u> <u>(Southern Transmission Pipeline – North Kaufman Water Supply Corporation).</u>

Board Member Donald Johnston made a motion to authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – North

Kaufman Water Supply Corporation Project in the amount not to exceed \$10,800,000.00. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

### XIX. <u>Consider and act upon a Professional Service Agreement with Freese and Nichols, Inc. for</u> <u>CGMA Howe Chemical Feed Improvements Project.</u>

General Manager Paul Sigle provided background information for the Board. Discussion was held. Board Member Ken Brawley made a motion to approve the Professional Service Agreement with Freese and Nichols, Inc. for CGMA Howe Chemical Feed Improvements Project. Board Member Matt Brown seconded the motion. Motion passed unanimously.

Board Member Donald Johnston made a motion for the Board to adjourn to Executive Session at 12:38 p.m. Board Member Ken Brawley seconded the motion.

XX. Executive Session

Pursuant to Government Code, Sections 551,074, the Board of Directors may adjourn into closed Executive Session to discuss the following:

- A. Personnel Matters
  - (ii) Consider evaluation and duties of administrative and operational personnel

### XXI. <u>Regular Session</u>

The Board reconvened into regular session at 12:50 p.m. No action was taken.

- XXII. <u>Receive General Manager's Report: The General Manager will update the Board on operational</u> and other activities of the Authority.
  - Oakridge South Gale SUD funding
  - Tour Tuesday Lake Texoma Pump Station in the morning and Sherman Water Plant after lunch at GTUA office
  - Legislation issues

### XXIII. Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Henry Koehler seconded the motion. Board President Brad Morgan declared the meeting adjourned at 12:57 p.m..

### 

Recording Secretary

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 APRIL

35.00			
35.00			
35.00			
11.20 51.80 14.28 31.11 1,939.97			
509.00			
2,628.96 509.36			
291.00			
663.96			
585.00			
375.00 915.00 550.43			
	51.80 14.28 31.11 1,939.97 509.00 2,628.96 509.36 291.00 663.96 585.00 375.00 915.00	51.80 14.28 31.11 1,939.97 509.00 2,628.96 509.36 291.00 663.96 585.00 375.00 915.00	51.80 14.28 31.11 1,939.97 509.00 2,628.96 509.36 291.00 663.96 585.00 375.00 915.00

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Advantage Office Supplies (General Office Supplies) American Express (General Office Supplies, GoDaddy renewals)	2,357.12			
Bank of Texas Visa (General Office Supplies, Skelton flowers, Foxit renewals, USB drive, HUB, Bluetooth headset and dogle)	783.85			
USA BlueBook (Operation Supplies, chem keys, gloves)	700.86			
Training				
American Express (Training for PS and RM)	520.50			
Utilities				
ATMOS Energy (Gas)	224.72			
City of Denison (Water)	334.82			
City of Sherman (Trash services)	89.00			
Shell Energy (Electric)	303.83			
Sparklight (Internet)	115.93			
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00			
Eric Kyukendall (Reimbursement for cell phone expenses)	25.00			
Nichole Murphy (Reimbursement for cell phone expences)	25.00			
Paul Sigle (Reimbursment for cell phone expense & internet change)	8.34			
Richard McCool (Reimbursement for cell phone expense)	25.00			
Stacy Patrick (Reimbursement for cell phone expenses)	25.00			
Steve White (Reimbursement for cell phone expenses)	25.00			
Wayne Eller (Reimbursement for cell phone expenses)	25.00			
TOTAL:	<u>\$ 14,725.04</u>	\$ 24,710.00	\$ 17,780.66	
SOLID WASTE:				
Utilities				
Grayson-Collin Electric	281.09			
Starr Water Supply	34.17			
	0			
TOTAL:	<u>\$ 315.26</u>	<u>\$ 280.51</u>	<u>\$ 935.62</u>	
WASTEWATER:				
Advertising				
American Express (Sherman 2024 - Column Ad to bid SWWTP Preselection Equipment for thickening improvements. Posted in				
the McKinney Gazette)	970.32			
American Express (Sherman 2024 - Ad to bid SWWTP Preselection Equipment for thickening improvements posted in the				
Gainesville Daily Register)	914.80			
Construction Contracts				
Urban Infraconstruction (Bells 2022 - WWTP Rehabilitation Pay App #11. Project 97% complete)	171,022.71			97%
Engineering Fees				

CURRENT 6,296.37 13,379.45 455.25	PRIOR MONTH	PRIOR YEAR	% COMPLETE
<u>\$ 193,038.90</u>	<u>\$ 22,512,416.98</u>	<u>\$ 10,626,156.62</u>	
116,426.36 339,830.85 2,251,733.57 116,420.36 15,318,362.15 221,350.00 9,285.67 4,334.50 1,118,038.00			74% 100% 17% 74% 86% 16%
55,031.86 22,784.42 6,967.99 12,267.28 6,898.67 1,949.07 27,045.20 1,393.28			89% 68% 58%
$\begin{array}{c} 1,678.03\\ 83.34\\ 12.50\\ 12.50\\ 327.91\\ 54.13\\ 12.50\\ 12.50\\ 8.33\\ 8.33\\ 304.80\\ 199.85\\ 16.87\\ 25.59\end{array}$			
	13,379.45 455.25 <b>\$</b> 193.038.90 <b>\$</b> 193.038.90 <b>\$</b> 193.038.90 <b>\$</b> 2,251,733.57 116,426.36 15,318,362.15 221,350.00 9,285.67 4,334.50 1,118,038.00 <b>\$</b> 55,031.86 22,784.42 6,967.99 12,267.28 6,898.67 1,949.07 27,045.20 1,393.28 <b>\$</b> 1,678.03 83.34 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 12.50 12.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 32.50 327.91 54.13 33.33 304.80 309.85	13,379.45 $455.25$ \$ 193.038.90       \$ 22,512,416.98 $116,426.36$ $339,830.85$ $2,251,733.57$ $116,426.36$ $15,318,362.15$ $221,350.00$ $9,285.67$ $4,334.50$ $1,118,038.00$ $55,031.86$ $22,784.42$ $6,967.99$ $12,267.28$ $6,898.67$ $1,949.07$ $27,045.20$ $1,393.28$ $1,678.03$ $83.34$ $12.50$ $327.91$ $54.13$ $12.50$ $327.91$ $54.13$ $12.50$ $8.33$ $8.33$ $304.80$ $199.85$ $16.87$	13,379.45 455.25 \$ 193.038.90 \$ 22,512,416.98 \$ 10,626,156.62 116,426.36 339,830.85 2,251,733.57 116,426.36 15,318,362.15 221,350.00 9,285.67 4,334.50 1,118,038.00 55,031.86 22,784.42 6,967.99 12,267.28 6,898.67 1,949.07 27,045.20 1,393.28 1,678.03 83.34 12.50 12,50 327.91 54.13 12.50 12,50 13,33 3,04,80 19,85 16,87

CGMA Repair & Maintenance

Matheson Tri Gas - (CGMALease HP Cyl 1 year) RLC Controls Inc. (Replaced transmitter and programmed electronics on VA Vault)	<b>CURRENT</b> 195.00 870.00	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Supplies				
Bank of Texas Visa (CGMA - 8ft of 4inch pipe and keys for Bloomdale) Uline (CGMA - Outdoor white reflective tape)	428.69 861.44			
CGMA Utilities				
AT & T Mobility (CGMA - Emergency back up lines) AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet) North Texas Municipal Water District (Water Usage, June) Shell Energy (Bloomdale Pump Station) Frontier Waste - McKinney (CGMA - Bloomdale Pump Station trash collection) Valero (CGMA - Fuel for 2023 F250)	782.48 53.76 540,866.00 21,089.97 108.61 509.73			
TOTAL:	<u>\$ 20,205,600.56</u>	<u>\$ 7,389,434.82</u>	<u>\$ 9,004,027.36</u>	
GRAND TOTAL:	<u>\$ 20,413,679.76</u>	\$ 29,926,842.31	<u>\$ 19,648,900.26</u>	

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,, the following vote:	by
AYE: NAY:	

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

President

ATTEST:

Secretary/Treasurer

AGENDA ITEM VI

### **Change Order**

Date of Issuance: 4/24/2025

No.	1

Project: Water Mains Installation Project	Project No.: TWDB 21798	
Owner: City of Bells	Date of Contract: 8/27/2024	
Contractor: Hayes Construction, LLC.		

### The Contract Documents are modified as follows upon execution of this Change Order:

Description: Prints call for 1ea 6" gate valve and 1ea 6" tee. Change needs to be made to place 4ea 6" gate valves and 1ea 6" flange cross.

**Justification:** Field discovery at STA 122+15 that existing line continues to run to south connecting water towers without any existing valves for isolation. Adding additional valves with cross tee will allow for isolation of each line.

<b>CHANGE IN CONTRACT PRICE:</b>	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract
-	Substantial completion days: <u>120 days</u>
<u>\$ 713,630.00</u>	Substantial completion date: <u>120 days</u>
[Increase] [Decrease] from previously	[Increase] [Decrease] from previously Change Orders
approved Change Orders Noto No.	Noto No:
	Substantial completion days: <u>n/a</u>
<u>\$ n/a</u>	Substantial completion date: <u>n/a</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion days: <u>120 days</u>
\$ <u>713,630.00</u>	Substantial completion date: <u>120 days</u>
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion days: <u>no change</u>
\$ <u>10,200.00</u>	Substantial completion date: <u>no change</u>
Contract Price incorporating this Change	Contract Times with all approved Change Orders:
	Substantial completion days: <u>120 days</u>
<u>\$ 723,830.00</u>	Substantial completion date: <u>120 days</u>
RECOMMENI ACCEPT	
By: tric / legg By: for	By: Lara Jackson
	Authorized Signature) Contractor (Authorized Signature)
Date: 5/9/2025 Date:	5/9/2025 Date: 4/24/2025

### **Change Order**

Date of Issuance: 4/24/2025	No. <u>1</u>
Project:	Project No.:
Water Mains Installation Project	TWDB 21798
Owner:	Date of Contract:
City of Bells	8/27/2024
Contractor: Hayes Construction, LLC.	

### The Contract Documents are modified as follows upon execution of this Change Order:

Description: Prints call for 1ea 6" gate valve and 1ea 6" tee. Change needs to be made to

place 4ea 6" gate valves and 1ea 6" flange cross.

**Justification:** Field discovery at STA 122+15 that existing line continues to run to south connecting water towers without any existing valves for isolation. Adding additional valves with cross tee will allow for isolation of each line.

ACCEPTED: By: \_\_\_\_\_ GTUA (Authorized Signature) Date: \_\_\_\_\_

AGENDA ITEM VII

### **CHANGE ORDER NO. 1**

Project:	Sherman Laboratory Services Building Addition & Remodel	Date: 5/13/2025
Owner:	Greater Texoma Utility Authority for City of Sherman	TWDB Project No. 73846 CID 04
Contractor	Hawk Builders, LLC	Contractor Project No. 24-005
Engineer:	Freeman-Millican, Inc.	Engineer Project No. 20022

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

PROJECT MANUAL: No changes.

DRAWINGS: Refer to Sheet C3.2 Grading & Drainage Plan. Between the north edge of Post Oak Road and the existing chain link fence to its north, the proximity of the proposed 36" RCP and existing water line required the modifications described in attached Proposal Change Request. The need for these modifications was observed and verified on site by representatives of the Engineer and City of Sherman.

Original Contract Amount:	\$2,679,183.00
Net Additions & (Reductions) Previous Change Orders:	\$0.00
Addition or (Reduction) this Change Order:	\$3,880.02
Revised Contract Amount:	\$2,683,063.02

0 Days
365 Days

Recommended:	05/13/2025
Engineer: Freeman-Millican, Inc.	Date
Approved:	05/14/2025
Contractor: Hawk Builders, LLC	Date
Approved:	5/15/2025
Owner: Greater Texoma Utility Authority for City of Sherman	Date

Owner: Greater Texoma Utility Authority for City of Sherman



301 W Main St Gunter, TX, 75058 (214) 934-1149

### **Proposal Change Request**

TO: Greater Texoma Utility Authority 288 Post Oak Road Sherman, Tx, 75090 Number: 001 Date: 03/11/2025 Job: GTUA/City of Sherman Laboratory

Description: Adjust Storm Line to clear Water Line

Reason: Existing water Line underneath Asphalt Drive

Source: City of Sherman/existing conditions

Description	Labor	Material	Equipment	Subcontract	Other	Price
Adjust Storm Line to clear Water Line (See attached Proposi	al for Backup)			\$3,424.55		\$3,424.55
					Subtotal:	\$3,424.55
			ead & profit		10.00%	\$342.46
		E	Bonding Fee		3.00%	\$113.01
					Total:	\$3,880.02
Please note that Hawk Builders will require an extra (	0 days.					
If you have any questions, please contact me at shave	wkins@hawkbui	ldersdev.com				
Please note that Hawk Builders will require an extra ( If you have any questions, please contact me at shave		ldersdev.com				

Submitted By: Seton Hawkins

Approved By: Date:

Hawk Builders

Diamond C Plumbing & Utilities 163 County Road 34300 Brookston, TX 75421 (903) 784-0371



### **Change Order**

Order No: 2 Order Date: 03/07/2025 Ordered By: Kevin Clarkson

To: Hawk Builders 301 West Main St Gunter TX 75058

Project: 6049 Job# 24-005 Sherman Labs 288 Post Oak Rd Sherman TX 75090

The Contractor agrees to perform and the Owner agrees to pay for the following changes to this contract.

**Description:** Adjust grade to clear pipe.

Reason: Existing waterline in way

Description of Work	Amount
Adjust storm drain to pass over waterline	1,008.93
Used concrete and sand mix to pour saddles over waterline and to pour saddles over storm drain. The sto	orm drain needed
saddles due to the abrupt change in elevation	
Adjust storm pipe to pass over waterline	1,297.92
Labor cost to remove our previously installed storm drain. Reevaluate grade. Reinstall storm drain. Place	concrete saddle over
existing waterline. readjust grade to allow storm drain to return to existing plan grade. Place concrete sade	dles over storm drain
because of gaps create by the abrupt change in grade.	
Adjust grade to clear pipe.	574.60
Skid Steer to mix grout	
Extra Half Day of Mobilize	543.10
Half Day of Mobilize	

Removed storm drain that was previously installed adjusted grade re-bedded and reinstalled storm drain. New grade will clear waterline by 3 1/2 inches. Installed concrete saddle over existing waterline. Adjusted grade behind waterline. Installed concrete

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change** 

3,424.55

### **Description of Work**

### Amount

saddle over storm drain where we had to adjust the grade which caused gaps at the top and the bottom of the storm drain piping. Had six men on site took four hours to adjust grade and pour the saddles. 32 man hours, two hours with skid steer two extra hours on the excavator.

AGENDA ITEM IX



### **Greater Texoma Utility Authority**

# QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2025

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

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

1-1 M.X

Paul Sigle General Manager

Un Allews

Debi Atkins Finance Officer

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

		December 31, 2024	)24		March 31, 2025	
Asset Type	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	1.07%	\$ 531,124	\$ 531,124	1.02%	685.236	\$ 1 685 236
NOW/MMA/MMF/ICS	4.51%	46,512,036	46,512,036	4.47%	41 173 968	4
Local Government Pools	4.56%	118.088.434	118 088 434	4 34%		044 000 000
CDs/Securities	4 04%	255 640 040	DEE 010 010	1.01/0	214,200,200	214,200,200
	4.94%	355,648,940	355,648,940	4.72%	204,832,906	204,832,906
Totals	4.81%	\$ 520,780,534	\$ 520,780,534	4.51%	\$ 461,928,378 \$	
Total Datialia 4 640/	JE TIEIQ (7)			Fisca	Fiscal Year-to-Date Average Yield (2)	age Yield (2)
	4.01%				Total Portfolio	4.66%
Rolling Three Month Treasury	4.34%			Rolling Three Month	ee Month Treasury	4.45%
TexPool	4.34% 4.33%			Rolling S	Rolling Six Month Treasury TexPool	4.49% 4.45%
Interest R	Interest Revenue (3)				Bank Fee Offset	et
Quarterly Interest Income \$ 5,673,681 Approximate Year-to-date Interest Income \$ 12,562,869 Approximate	\$ 5,673,681 \$ 12,562,869	Approximate Approximate		Quarterly Year-to-date	Quarterly Bank Fees Offset \$ Year-to-date Bank Fees Offset \$	\$ 4,646 \$ 8.157
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or	r end report yield	ls and adjusted book v	alues and does not refl	ect a total return	analysis or account for advisory foos	

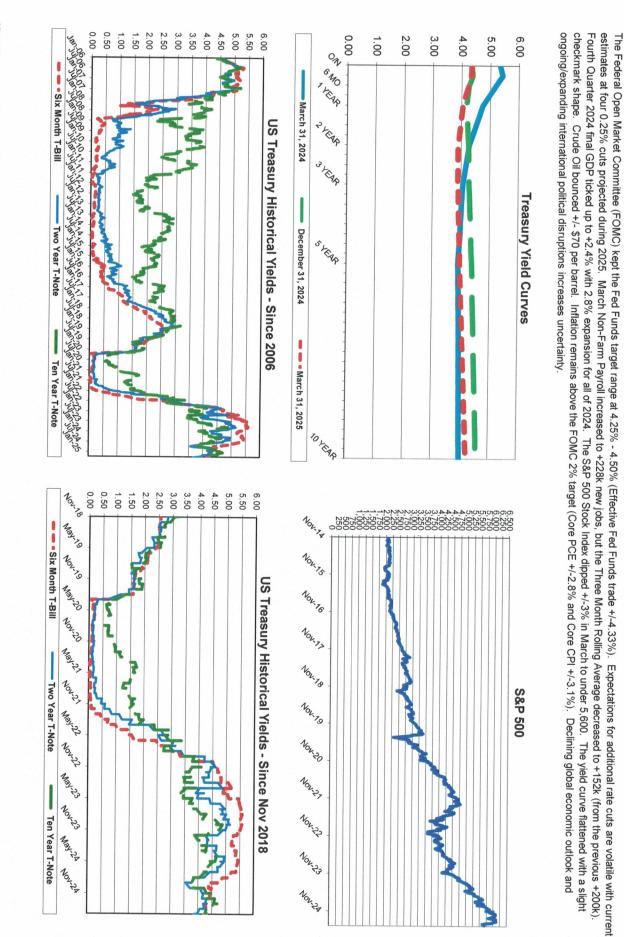
### Summary

## Quarter End Results by Investment Category:

S. inh G

advisory fees. end report yields and adjusted book values and does not reflect a total return analysis or account for

(3) Beginning with the March 31, 2024 report, interest revenue includes compound interest received on certificates of deposit.



3/31/2025

**Economic Overview** 

March 31, 2025										
		Coupon/	Maturity	Settlement	Face Amount/	Book	Market	Market	Life	
Description	Ratings	Discount	Date	Date	Par Value	Value	Price	Value	(Dav)	Yield
BOT DDA		1.019%	04/01/25	03/31/25	\$ 1,685,236	\$ 1,685,236	1.00 \$	1.685.236	1	1.02%
BOT Escrow MMF		4.390%	04/01/25	03/31/25				9.784.576	<u>ـ</u> د	4 39%
Invesco Govt & Agy Inst MMF	AAAm	4.290%	04/01/25	03/31/25	2.513	2.513	1 00	2 513	<u> </u>	4 20%
Veritex Bank MMA Escrow		4.420%	04/01/25	03/31/25	139.426	139 426	1 00	130 426	<u> </u>	A AD0/
NexBank ICS		4.500%	04/01/25	03/31/25	29.208.828	29.208.828	1 00	29 208 828	<u> </u>	4 50%
NexBank ICS Escrow		4.500%	04/01/25	03/31/25	2,038,625	2,038,625	1.00	2.038.625	<u> </u>	4 50%
TexPool	AAAm	4.335%	04/01/25	03/31/25	12,596	12,596	1.00	12.596	_	4.34%
IEXSTAR	AAAm	4.339%	04/01/25	03/31/25	214,223,672	214,223,672	1.00	214,223,672	-	4.34%
East West Bank CD		5.310%	04/10/25	07/10/24	1.035.145	1 035 145	100 00	1 035 145	10	л Лло/
East West Bank CD		5.310%	04/10/25	07/10/24	760,769	760.769	100.00	760 769	10	л <u>л</u> ло/
Origin Bank CD		4.550%	04/15/25	02/08/24	9.668.839	9 668 839	100.00	0 668 830	1, 2	1 630/
East West Bank CD		5.250%	04/30/25	04/30/24	4,959,994	4.959.994	100.00	4 959 994	30 0	F 30%
East West Bank CD		5.250%	04/30/25	04/30/24	629,707	629,707	100.00	629 707	30	5.39%
Bank UZK CD		4.530%	05/12/25	11/22/24	6,298,605	6,298,605	100.00	6,298,605	42	4.63%
		4.330%	05/12/25	02/12/25	410,028	410,028	100.00	410,028	42	4.42%
Origin Bank CD		4.530%	05/13/25	11/13/24	6,770,075	6,770,075	100.00	6,770,075	43	4.63%
Origin Bank CD		4 440%	06/13/25	02/08/24	7,400,192	F 000 050	100.00	7,466,192	45	4.56%
Origin Bank CD		4.440%	06/13/25	02/08/24	10.587.545	10 587 545	100.00	10 587 545	74	4.00%
East West Bank CD		5.250%	06/18/25	06/18/24	12,505,701	12,505,701	100.00	12 505 701	79	5 30%
Cornerstone Bank CDARS		5.336%	06/20/25	06/20/24	9,704,737	9,704,737	100.00	9.704.737	81	5 48%
East West Bank CD		5.250%	06/24/25	06/24/24	780,932	780,932	100.00	780,932	85	5.39%
East West Bank CD		5.250%	06/24/25	06/24/24	1,249,491	1,249,491	100.00	1,249,491	85	5.39%
East West Bank CD		5.250%	06/24/25	06/24/24	549,776	549,776	100.00	549,776	85	5.39%
		5.250%	06/24/25	06/24/24	2,915,480	2,915,480	100.00	2,915,480	85	5.39%
		5.260%	07/10/25	07/10/24	259,658	259,658	100.00	259,658	101	5.40%
East West Bank CD		5.200%	07/10/25	07/10/24	1,794,480	1,794,480	100.00	1,794,480	101	5.34%
East West Dalk CD		4.250%	07/14/25	01/14/25	504,503	504,503	100.00	504,503	105	4.34%
East West Bank CD		4.950%	07/18/25	07/18/24	517,733	517,733	100.00	517,733	109	5.07%
East West Bank CD		4.900%	G7/81/10	07/18/24	724,826	724,826	100.00	724,826	109	5.07%
East West Bank CD		4 310%	08/08/25	11/08/24	1 575 777	1 575 772	100.00	517,733	109	5.07%
Bank OZK CD		4.490%	08/12/25	11/12/24	R 207 777	A 207 777	100.00	227,020,1	130	4.70%
Bank OZK CD		4.490%	08/13/25	11/13/24	5 125 095	5 125 095	100.00	5 135 005	124	4.09%
American Nat'l B&T CDARS		5.000%	08/14/25	09/01/24	10,739.018	10.739.018	100.00	10 739 018	136	T 130%
Credit Union of Texas		4.860%	08/21/25	08/16/24	515.039	515 039	100.00	515 030	1/2	J. 100/
East West Bank CD		4.410%	08/28/25	08/28/24	209 394	200 304	100.00	200 204	150	J. 10%
East West Bank CD		4.410%	09/02/25	08/30/24	718.334	718 334	100.00	718 334	177	4.01%
East West Bank CD		4.410%	09/02/25	08/30/24	1,180,120	1.180.120	100.00	1 180 120	1.5.5	4 51%
									,	
Greater Texoma Utility Authority			Na Va	Valley View Consulting 1.1.0					ω	~

Investment Holdings

Greater Texoma Utility Authority

Valley View Consulting, L.L.C.

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity				BOK Einancial CDAPS	BOK Financial CDARS	BOK Einancial CDAPS	BOK Financial CDARS	East West Bank CD	East West Bank CD	Fact West Bank OD		BOK Financial CUARS	BOK Financial CDARS		Last West Bank CD	East West Bank CD		East West Bank CD				East West Bank CD	East West Bank CD	Bank OZK CD	East West Bank CD	Bank OZK CD	Description								
ses of calculating we																																		Ratings	
ighted average li		4./00%	4.031%	4.001/0	4.031%	4.031%	4.190/0	4.100%	4.105%	4.200%	4.631%	4.631%	4.631%	4.220%	4.220%	4.220%	4.200%	4.190%	4.190%	4.450%	4.110%	4.450%	4.450%	4.450%	4.220%	4.220%	4.450%	4.220%	4.220%	4.250%	5.230%	4.320%	4.470%	Discount	Coupon/
fe, bank accounts		07/00/01	04/09/20	04/02/20	04/02/20	03/20/20	02/22/20	03/23/20	03/23/26	03/19/26	03/19/26	03/19/26	03/12/26	03/12/26	03/03/26	03/03/26	01/12/26	12/22/25	12/17/25	11/17/25	12/12/25	11/14/25	11/14/25	11/13/25	11/12/25	11/12/25	11/12/25	11/10/25	10/10/25	09/22/25	09/16/25	09/11/25	09/15/25	Date	Maturity
s, pools and mon		10/08/24	04/11/24	04/04/24	03/28/24	03/28/24	03/21/25	03/21/25	03/21/25	03/20/25	03/21/24	03/21/24	03/14/24	03/13/25	03/03/25	03/03/25	01/10/25	12/20/24	12/17/24	11/15/24	03/12/25	11/14/24	11/14/24	11/13/24	11/11/24	11/11/24	11/12/24	11/08/24	01/10/25	03/21/25	09/16/24	09/11/24	11/14/24	Date	Settlement
ev market funds are a	\$ 461,928,378	1,669,796	52,304	2,879,255	1,047,928	1,047,928	1,201,485	750,928	1,001,238	11,422,834	1,573,288	734,201	1,049,791	12,026,388	301,007	1,153,862	1,009,364	1,212,599	1,012,126	1,962,501	1,002,254	2,210,604	6,742,926	12,821,199	1,524,652	1,016,435	16,225,134	915,108	1,744,258	1,001,282	307,188	1,079,994	2,210,749	Par Value	Face Amount/
ssumed to have an one	\$ 461,928,378	1,669,796	52,304	2,879,255	1,047,928	1,047,928	1,201,485	750,928	1,001,238	11,422,834	1,573,288	734,201	1,049,791	12,026,388	301,007	1,153,862	1,009,364	1,212,599	1,012,126	1,962,501	1,002,254	2,210,604	6,742,926	12,821,199	1,524,652	1,016,435	16,225,134	915,108	1,744,258	1,001,282	307.188	1,079,994	2,210,749	Value	Book
dav maturity	\$	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	Price	Market
	461,928,378	1,669,796	52,304	2,879,255	1,047,928	1,047,928	1,201,485	750,928	1,001,238	11,422,834	1,573,288	734,201	1,049,791	12.026.388	301.007	1.153.862	1.009.364	1.212.599	1.012.126	1,962,501	1.002.254	2,210,604	6,742.926	12,821,199	1,524,652	1.016.435	16.225.134	915.108	1.744.258	1.001.282	307 188	1.079.994	2.210.749	Value	Market
(1)	75	556	374	367	360	360	357	357	357	353	353	353	346	346	337	337	287	266	261	231	256	228	228	227	226	226	226	224	193	175	169	164	168	(Dav)	Life
(2)	4.51%	4.85%	4.74%	4.74%	4.74%	4.74%	4.19%	4.19%	4.19%	4.31%	4.74%	4.74%	4.74%	4.31%	4.31%	4 31%	4.29%	4 28%	4.28%	4.55%	4.20%	4.55%	4.55%	4.55%	4.31%	4.31%	4.55%	4.31%	4.31%	4.34%	5.32%	4 32%	4 57%	Yield	

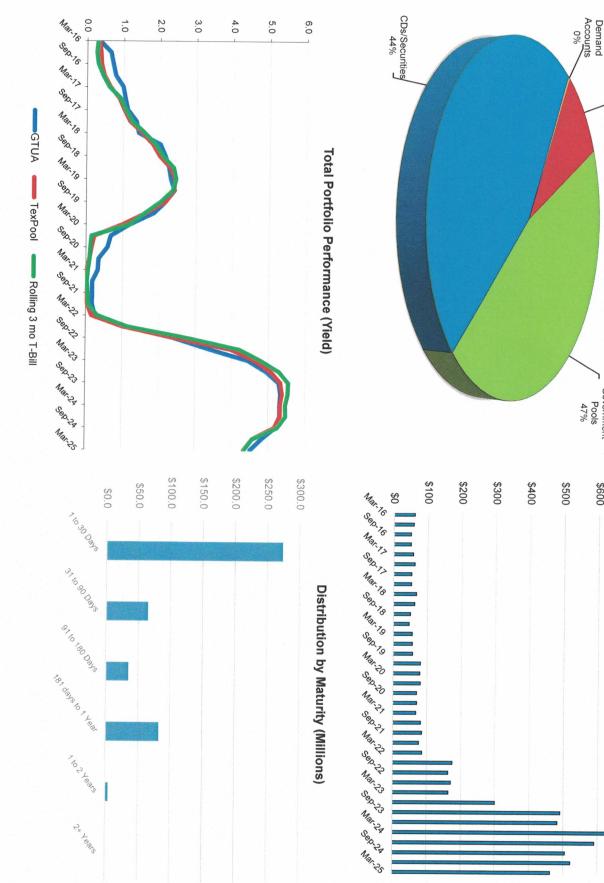
Investment Holdings

March 31, 2025

Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.
 Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The

yield for the reporting month is used for bank accounts, pools, and money market funds. (3) Earnings Credit - The Authority's depository accounts provide an earnings credit on balances which is used to offset bank fees. The reported rate is estimated based on fees offset and average balances.

Valley View Consulting, L.L.C.



**Total Portfolio (Millions)** 

NOW/MMA/ MMF 9%

**Portfolio Composition** 

Local Government Pools 47%

\$600

\$700

Greater Texoma Utility Authority	Urigin Bank CD	Bank OZK CD	East West Bank CD	Bank OZK CD	East West Bank CD	East West Bank CD	Origin Bank CD	East West Bank CD	Bank OZK CD	BOK Financial CDARS	Bank OZK CD	Origin Bank CD	Origin Bank CD	East West Bank CD	Veritex Bank CD	Veritex Bank CD	Veritex Bank CD	East West Bank CD	Bank OZK CD	Bank OZK CD	East West Bank CD	East West Bank CD	East West Bank CD	East West Bank CD	TexSTAR	TexPool	InterBank MMA	NexBank ICS Escrow	NexBank ICS	Veritex Bank MMA Escrow	Invesco Govt & Agy Inst MMF	BOT Escrow MMF	BOT DDA	Issuer/Description										
	4.56%	4.63%	4.42%	4.63%	5.39%	5.39%	4.63%	5.45%	5.45%	5.51%	5.51%	5.51%	5.51%	5.51%	5.51%	4.69%	5.23%	4.69%	4.64%	4.64%	5.15%	5.46%	5.46%	5.46%	5.06%	5.06%	4.95%	5.18%	4.74%	4.74%	5.45%	4.95%	5.45%	5.58%	4.34%	4.34%	0.00%	4.50%	4.50%	4.42%	4.29%	4.39%	1.02%	Yield
	05/15/25	05/13/25	05/12/25	05/12/25	04/30/25	04/30/25	04/15/25	04/10/25	04/10/25	03/21/25	03/21/25	03/21/25	03/21/25	03/18/25	03/18/25	03/14/25	03/13/25	03/13/25	03/13/25	03/13/25	03/12/25	03/10/25	03/10/25	03/08/25	03/03/25	03/03/25	02/13/25	02/12/25	02/12/25	02/10/25	01/15/25	01/15/25	01/14/25	01/06/25	04/01/25	04/01/25	04/01/25	04/01/25	04/01/25	04/01/25	04/01/25	04/01/25	04/01/25	Maturity Date
	7,382,825	6,694,879	I	6,228,646	621,609	4,896,204	9,559,210	750,874	1,021,681	1,234,675	771,672	2,057,792	617,338	12,352,195	1,544,024	2,186,716	1,171,993	376,414	14,122,608	4,635,423	1,041,404	15,135,014	28,452,835	5,315,422	305,077	1,169,461	15,414,704	407,710	2,254,061	51,731,476	2,101,328	19,633,905	512,295	1,773,574	118,075,972	12,462	20,325	2,177,353	31,444,976	255,971	2,476	12,610,934	\$ 531,124 \$	Book Value 12/31/24
Valley View Consulting, L.L.C.	83,367	75,196	410,028	69,959	8.099	63.790	109,630	9,895	13,464	ı	I	I	ı	I	1	I	I	I	I	I	ı	ı	I	I	I	I	I	I	1	1	1	I	I	I	96,147,700	134	I	I	I	ı	36		1,154,112	Increases
ulting, L.L.C.	I	I	I	1	1	I	I	I	1	(1,234,675)	(771,672)	(2.057.792)	(617.338)	(12.352.195)	(1.544.024)	(2.186.716)	(1.171.993)	(376.414)	(14,122,608)	(4,635,423)	(1,041,404)	(15,135,014)	(28,452,835)	(5,315,422)	(305,077)	(1,169,461)	(15.414.704)	(407.710)	(2.254.061)	(51,731,476)	(2,101,328)	(19.633.905)	(512 295)	(1.773.574)	I	I ,	(20,325)	(138,728)	(2,236,148)	(116.545)	1	(2,826,358)	69	Decreases
	7,466,192	6,770,075	410,028	6,298,605	629,707	4.959.994	9.668.839	760,769	1.035.145	I	I	1	1	1	1	I	1	1	I	1	I	1	I	I	I	I	I	I	I	1	I	1	I	I	214,223,672	12,596	1	2,038,625	29,208,828	139.426	2,513		\$ 1,685,236	Book Value 03/31/25
	7,382,825	6,694,879		6.228.646	621 609	4 896 204	9 559 210	750.874	1 021 681	1.234.675	771.672	2.057.792	617.338	12 352 195	1 544 024	2 186 716	1 171 993	376 414	14 122 608	4 635 423	1.041.404	15.135.014	28,452,835	5.315.422	305,077	1.169.461	15 414 704	407 710	2 254 061	51 731 476	2 101 328	19 633 905	512 205	1 773 574	118,075,972	12,462	20.325	2.177.353	31.444.976	255 971	2,476	12	\$ 531,124	Market Value 12/31/24
	83,367	75.196	410 028	0,000	8 000	63 700	100 630	0,707	13 181	(1 234 675)	(771 672)	(2017,702)	(617 338)	(1) 250 105)	(1 511 001)	(1,11,22)	(J 171 002)	(376 /11/)	(14 100,720)	(4 635 403)	(10,100,017)	(15 135 014)	(2,212,722)	(5 315 422)	(305.077)	(10,414,704)	(15 /11 70/)	(1007 710)	(21,121,410)	(51 731 776)	(19,000,000)	(10 223 01)	(1,113,314)	11 772 5711	96,147,700	(-0,020)	(20,325)	(138 728)	(2, 236, 148)	(116 545)	36	(	\$ 1.154.112	Change in Market Value
6	7,466,192	6.770.075	410 028	6 298 605	7,909,707	4 050 004	058 839 0	760 769	1 035 175	I	I	1			1				1		I	I	1	I	1	1 1				1		1	I		214,223,672	12.596	-,000,010	2 038 625	29 208 828	130 426	2.513		\$ 1.685.236	Market Value 03/31/25

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/24	Increases	Decreases	Book Value 03/31/25	Market Value 12/31/24	Change in Market Value	Market Value 03/31/25
Origin Bank CD	4.56%	06/13/25	5,933,450	66,403	I	5,999,852	5,933,450	66,403	5,999,852
Crigin Bank CD	4.52%	06/13/25	10,470,368	117,176	I	10,587,545	10,470,368	117,176	10,587,545
East West Bank CD	5.39%	06/18/25	12,344,866	160,834	I	12,505,701	12,344,866	160,834	12,505,701
Cornerstone Bank CDARS	5.48%	06/20/25	9,577,905	126,831	I	9,704,737	9,577,905	126,831	9,704,737
East West Bank CD	5.39%	06/24/25	770,889	10,043	ī	780,932	770,889	10,043	780,932
East West Bank CD	5.39%	06/24/25	1,233,422	16,070	I	1,249,491	1,233,422	16,070	1,249,491
East West Bank CD	5.39%	06/24/25	542,706	7,071	ı	549,776	542,706	7,071	549,776
	5.39%	06/24/25	2,877,984	37,496	ı	2,915,480	2,877,984	37,496	2,915,480
Credit Union of Texas CD	5.40%	07/10/25	256,513	3,145	I	259,658	256,513	3,145	259,658
East West Bank CD	5.34%	07/10/25	1,771,620	22,860	I	1,794,480	1,771,620	22,860	1,794,480
East West Bank CD	4.34%	07/19/25		504,503	I	504,503	1	504,503	504,503
East West Bank CD	5.07%	07/18/25	211,452	6,280	I	517,733	511,452	6,280	517,733
East West Bank CD	5.07%	07/18/25	511 453	8,792	I	724,826	716,033	8,792	724,826
East West Bank CD	4.70%	08/08/25	1 500 505	16,200	I	577,733	511,452	6,280	517,733
Bank OZK CD	4.59%	08/12/25	6,228,442	69 336		6 207 777	CAC'ACC'I	16,128	1,525,722
Bank OZK CD	4.59%	08/13/25	5,068,670	56,425	1	5 125 095	5 068 670	56 105	5 105 005
American Nat'l B&T CDARS	5.13%	08/14/25	10,607,442	131,577	1	10,739,018	10.607.442	131 577	10 739 018
Credit Union of Texas	5.18%	08/21/25	508,916	6,123	I	515,039	508.916	6 123	515 039
East West Bank CD	4.51%	08/28/25	207,129	2,264	1	209,394	207,129	2.264	209.394
East West Bank CD	4.51%	09/02/25	710,566	7,768	I	718,334	710,566	7.768	718.334
East West Bank CD	4.51%	09/02/25	1,167,358	12,762	I	1,180,120	1,167,358	12,762	1,180,120
East Woot Book OD	4.5/%	09/15/25	2,186,518	24,231	ı	2,210,749	2,186,518	24,231	2,210,749
East West Dank CD	4.32%	09/11/25	1,068,782	11,212	ı	1,079,994	1,068,782	11,212	1,079,994
East West Bank CD	5.32%	00/22/01/60	303,743	3,445	I	307,188	303,743	3,445	307,188
East West Bank CD	4.34 0/	10/10/05	I	1,001,282	1	1,001,282	I	1,001,282	1,001,282
East West Bank CD	4.31%	11/10/25	969 206	1,/44,258	I	1,744,258		1,744,258	1,744,258
Bank OZK CD	4.55%	11/12/25	16.048.086	177 DA8	I	16 225 124	16 0 10 000 000,000	9,4/2	915,108
East West Bank CD	4.31%	11/12/25	1,005,913	10,521	1	1.016.435	1 005 913	10 501	1 016 435
East West Bank CD	4.31%	11/12/25	1,508,870	15,782	I	1,524,652	1.508.870	15 782	1 524 652
Bank OZK CD	4.55%	11/13/25	12,681,295	139,905	I	12,821,199	12,681,295	139.905	12.821.199
Bank OZK CD	4.55%	11/14/25	6,669,347	73,579	ı	6,742,926	6,669,347	73.579	6.742.926
	4.55%	11/14/25	2,186,482	24,122	I	2,210,604	2,186,482	24.122	2,210,604
Bask OZK OD	4.20%	12/12/25	I	1,002,254	T	1,002,254	1	1,002,254	1,002,254
East West Bask OD	4.55%	11/1/25	1,941,086	21,415	I	1,962,501	1,941,086	21,415	1,962,501
East West Bank CD	4.28%	12/11/25	1,001,723	10,402	Ţ	1,012,126	1,001,723	10,402	1,012,126
East West Bank CD	4.20%	CZ177171	1,200,136	12,463	I	1,212,599	1,200,136	12,463	1,212,599
East West Dalk CD	4.29%	92/21/10	1	1,009,364	I	1,009,364	I	1,009,364	1,009,364
East West Bank CD	4.31%	03/03/26	ı	1,153,862	I	1,153,862	1	1,153,862	1,153,862
	4.31%	03/03/26	ı	301,007	I	301,007	I	301.007	301,007
Wallisbank CDARS	4.31%	03/12/26	I	12,026,388	1	12,026,388	I	12.026.388	12.026.388
	4.74%	03/12/26	1,037,872	11,919	I	1,049,791	1,037,872	11,919	1,049,791
BOK Financial CUARS	4.74%	03/19/26	725,866	8,336	I	734,201	725,866	8,336	734,201
Greater Texoma Utility Authority				Vallev View Consulting 1.1.C.	ulting IIC				7

Valley View Consulting, L.L.C.

Greater Texoma Utility Authority

Book & Market Value Comparison

### Book & Market Value Comparison

461,928,378	520,780,534 \$ (58,852,155) \$ 461,928,378		\$ 461,928,378	520,780,534 \$ 132,805,067 \$(191,657,222) \$ 461,928,378 \$	\$ 132,805,067	\$ 520,780,534		4.51%	I U I AL / AVERAGE
1,669,796	19,796	1,650,000	1,669,796	ı	19,796	000,000,1	02/00/01	4.00%	
52,304	594	51,710	52,304	ı	594	01,710	10/00/20	4.14/0	
2,879,255	32,692	2,846,563	2,879,255	I	32,692	2,040,000	90/00/10	7.17/0	BOK Financial CDARS
1,047,928	11,897	1,036,031	1,047,928	I	11,897	2 046 562	02/02/20	4.14/0	BOK Financial CDARS
1,047,928	11,897	1,036,030	1,047,928	ı	11,897	1,000,000	02/02/00	7.14/0	BOK Financial CDARS
1,201,485	1,201,485	I	1,201,485	I	1,201,485		02/20/20	7.13/0	BOK Financial CDARS
750,928	750,928	1	750,928	ı	/50,928	I	02/02/00	1 10%	East West Bank CD
1,001,238	1,001,238	ı	1,001,238	I	7,007,238	I	90/50/50	A 10%	East West Bank CD
11,422,834	11,422,834	I	11,422,834	I	11,422,834	I	03/10/20	431%	East West Bank CD
1,573,288	17,862	1,555,426	1,573,288	ı	17,862	1,000,420	03/10/20	4.1470	WallisBank CDARS
Market Value 03/31/25	Change in Market Value	Market Value 12/31/24	Book Value 03/31/25	Decreases	Increases	Book Value 12/31/24	Date	Yield	Issuer/Description

Greater Texoma Utility Authority

5
a
-
C
Ъ
ω
~
N
0
N
CT

Allocation by Fund Book & Market Value

I I	I	5,125,095 10,739,018	1 1	5,125,095 10,739,018 515,039	08/13/25 08/14/25 08/21/25	Bank OZK CD American Nat'I B&T CDARS Credit Union of Texas
	1111	724,826 517,733 1,525,722 6,297,777		724,020 517,733 1,525,722 6,297,777	07/18/25 08/08/25 08/12/25	East West Bank CD East West Bank CD Bank OZK CD
	1 1 1 1	- 1,794,480 504,503 517,733		1,794,480 504,503 517,733 724 826	07/10/25 07/14/25 07/18/25 07/18/25	East West Bank CD East West Bank CD East West Bank CD East West Bank CD
		1,249,491 549,776 2,915,480		1,249,491 549,776 2,915,480 259,658	06/24/25 06/24/25 06/24/25 07/10/25	East West Bank CD East West Bank CD East West Bank CD Credit Union of Texas CD
1 1 1 1		5,999,852 - 12,505,701 - -		5,999,852 10,587,545 12,505,701 9,704,737 780 932	06/13/25 06/13/25 06/18/25 06/20/25 06/24/25	Origin Bank CD Origin Bank CD East West Bank CD Cornerstone Bank CDARS East West Bank CD
		760,769 9,668,839 - 629,707 6,298,605 410,028 6,770,075 7,466,192		760,769 9,668,839 4,959,994 629,707 6,298,605 410,028 6,770,075 7,466,192	04/10/25 04/15/25 04/30/25 05/12/25 05/12/25 05/13/25 05/15/25	Cast West Bank CD East West Bank CD East West Bank CD Bank OZK CD Bank OZK CD Origin Bank CD
 <b>Revenue *</b> <i>- - - - - - - - - -</i>	<b>Bond I&amp;S</b> * - 11,815,576 10,562,792 -	Construction \$ - 9,784,576 - 139,426 17,029,041 2,038,625 - 182,373,318 1,035,145 700,700	<b>General</b> \$ 1,685,236 - 2,513 - - 12,596 37,333 -	Investment Total \$ 1,685,236 9,784,576 2,513 139,426 29,208,828 2,038,625 12,596 214,223,672 1,035,145	Maturity 04/01/25 04/01/25 04/01/25 04/01/25 04/01/25 04/01/25 04/10/25	BOT DDA BOT Escrow MMF Invesco Govt & Agy Inst MMF Veritex Bank MMA Escrow NexBank ICS NexBank ICS Escrow TexPool TexSTAR East West Bank CD East West Bank CD

\$ 10,973,692	\$ 21,289,087 \$ 58,362,121 \$ 10,973,692	\$ 21,289,087	\$ 22,378,368	\$ 347,187,432	\$ 1,737,678	\$ 461,928,378		Totals
1,000,100								
1 669 706	1	I	I	1	1	1,669,796	10/08/26	UBank CD
I	52,304	ī	I	I	1	52,304	04/09/26	BOK FINANCIAI CUARS
I	2,879,255	I	1	1	I	2,879,255	04/02/26	
I	1,047,928	I	1	I	I	1,047,928	03/26/26	
1	1,047,928	I	ı	1	I	1,047,928	03/26/26	
L	I	I	I	1,201,485	I	1,201,485	03/23/26	
I	1	1	I	750,928	I	750,928	03/23/26	East West Bank CD
1	I	1	Ĩ	1,001,238	1	1,001,238	03/23/26	East West Bank CD
9,303,896	2,118,938	I	I	I	T	11,422,834	03/19/26	Wallisbank CDARS
1	1,573,288	1	I	ı	1	1,573,288	03/19/26	
1	734,201	ı	I	1	, Î	734,201	03/19/26	
I	1,049,791	t	I	ī	I	1,049,791	03/12/26	BOK Financial CUARS
I	12,026,388	I	I	I	1	12,026,388	03/12/26	
I	I	I	1	301,007	1	301,007	03/03/26	East West Bank CD
Í	I	I	1	1,153,862	1	1,153,862	03/03/26	East West Bank CD
I	I	I	1	1,009,364	I	1,009,364	01/12/26	East West Bank CD
1	ı	I	I	1,212,599	I	1,212,599	12/22/25	East West Bank CD
I	1	I	I	1,012,126	I	1,012,126	12/17/25	East West Bank CD
I	1,962,501	1	I	I	1	1,962,501	11/17/25	Bank UZK CD
1	I	1	I	1,002,254	I	1,002,254	12/12/25	East West Bank CD
I	I	1	1	2,210,604	I	2,210,604	11/14/25	Bank UZK CD
I	6,742,926	I	1	I	I	6,742,926	11/14/25	Bank OZK CD
I	ī	I	1	12,821,199	I	12,821,199	11/13/25	Bank OZK CD
I	I	I	1	1,524,652	1	1,524,652	11/12/25	East West Bank CD
I	1	I	1	1,016,435	I	1,016,435	11/12/25	East West Bank CD
T	L	1	1	16,225,134	I	16,225,134	11/12/25	Bank OZK CD
1	1	1	I	915,108	I	915,108	11/10/25	East West Bank CD
I	1	I	1	1,744,258	1	1,744,258	10/10/25	East West Bank CD
I	I	I	1	1,001,282	1	1,001,282	09/22/25	East West Bank CD
I	1	I	I	307,188	I	307,188	09/16/25	East West Bank CD
I	1.079.994	I	ı	1	I	1,079,994	09/11/25	East West Bank CD
I	1	I	1	2,210,749	I	2,210,749	09/15/25	Bank OZK CD
I	I	1	1	1,180,120	I	1,180,120	09/02/25	East West Bank CD
1	1	1		718,334	T	718,334	09/02/25	East West Bank CD
Liability	Reserve	Revenue	Bond I&S	Construction	General	Total	Maturity	
Arbitrage						Investment		
March 31, 2025	Ma							Book & Market Value
								Allocation by Fund

Valley View Consulting, L.L.C.

Greater Texoma Utility Authority

		East West Bank CD	East West Dank CD	East West Bank CD			East West Bank CD	East West Bank CD	Bank UZK CU	BUK Financial CDARS		Origin Bank CD	Origin Bank CD	East West Bank CD	Veritex Bank CD	Veritex Bank CD	Veritex Bank CD	East West Bank CD	Bank OZK CD	Bank OZK CD	East West Bank CD	IexSTAR		InterBank MMA	NexBank ICS Escrow	NexBank ICS	Veritex Bank MMA Escrow	Invesco Govt & Agy Inst MMMF	BUT Escrow MMF		) 						
	04/16/20	04/10/25	03/21/25	03/21/25	03/21/25	03/21/25	03/18/25	03/18/25	03/14/25	03/13/25	03/13/25	03/13/25	03/13/25	03/12/25	03/10/25	03/10/25	03/08/25	03/03/25	03/03/25	02/13/25	02/12/25	02/12/25	02/10/25	01/15/25	01/15/25	01/14/25	01/06/25	01/01/25	01/01/25	01/01/25	01/01/25	01/01/25	01/01/25	01/01/25	01/01/25	01/01/25	Maturity
ອ,ວວອ,∠10	100,014	750 074	1,234,675	771,672	2,057,792	617,338	12,352,195	1,544,024	2,186,716	1,171,993	376,414	14,122,608	4,635,423	1,041,404	15,135,014	28,452,835	5,315,422	305,077	1,169,461	15,414,704	407,710	2,254,061	51,731,476	2,101,328	19,633,905	512,295	1,773,574	118,075,972	12,462	20,325	2,177,353	31,444,976	255,971	2,476	12,610,934	\$ 531,124	Inve
I	I	I	I	I	I	I	I	1	I	I	I	I	I	I	I	I	ı	I	I	I	1	I	I	ı	I	I	1	20,245	12,462	I	I	I	I	2,476	ı	\$ 531,124	ດ
9,559,210	/50,8/4	1,021,681	1,234,675	771,672	2,057,792	617,338	12,352,195	1,544,024	2,186,716	1,171,993	376,414	14,122,608	4,635,423	1,041,404	I	28,452,835	I	305,077	1,169,461	15,414,704	407,710	2,254,061	51,731,476	2,101,328	19,633,905	512,295	1,773,574	86,569,899	I	20,325	2,177,353	17,131,279	255,971	I	12,610,934	\$	Construction
I	I	I	I	1	1	I	I	I	I	1	1	1	1	I	I	I	5,315,422	I	J	I	1	1	1	L	I	1	I	10,379,477	I	T	I	13,953,698	ī	1	1	\$	Bond I&S
1	I	1	I	I	I	I	I	I	I	I	I	I	I	1	1	I	1	I	I	1	1	I	I	I	I	I	I	20,719,119	I	I	I	359,999	I	I	1	<del>دی</del> ۱	Revenue
ı	I	I	I	I	I	I	1	L	I	I	I	1	1	1	15.135.014	1	1	1	I	I	1	I	I	I	1	1	I	387,232	1	I	1	I	1	1	I	\$	Reserve
I	I	I	1	I	1	I	I	I	I	I	I	1	I	1	I	1	1	1	I	L	I	I	1	I	1	I	I	I	I	I	1	1	I	I	1	<del>ه</del> ۱	Arbitrage Liability

December 31, 2024

Allocation by Fund Book & Market Value

Valley View Consulting, L.L.C.

Greater Texoma Utility Authority

D
Ð
õ
Cel
nber
õ
-
ω
-
N
0
N
4

Allocation by Fund

I								
		I	I	1.001.723	I	1,001,723	12/17/25	East West Bank CD
I	1.941.086	I	ı	I	I	1,941,086	11/17/25	
I	I	I	I	2,186,482	I	2,186,482	11/14/25	
ı	6,669,347	1	I	I	I	6,669,347	11/14/25	
I	1	ï	I	12,681,295	I	12,681,295	11/13/25	Dank OZK CD
T	1	I	ı	1,508,870	I	1,508,870	11/12/25	
I	1	I	I	1,005,913	I	1,005,913	11/12/25	
I	T	I	ī	16,048,086	I	16,048,086	11/12/25	
I	I	1	I	905,636	I	905,636	11/10/25	East West Bank CD
I	1	I	I	303,743	I	303,743	09/16/25	
I	1,068,782	I	I	I	1	1,068,782	09/11/25	
I	I	1	I	2,186,518	I	2,186,518	09/15/25	
I	I	I	I	1,167,358	I	1,167,358	09/02/25	East West Bank CD
I	I	1	I	710,566	I	710,566	09/02/25	
I	207,129	1	I	I	I	207,129	08/28/25	East West Bank CD
I	I	I	I	508,916	I	508,916	08/21/25	Credit Union of Lexas
I	I	I	1	10,607,442	I	10,607,442	08/14/25	American Nat'l B&T CDARS
I	I	I	I	5,068,670	I	5,068,670	08/13/25	
1	I	I	I	6,228,442	1	6,228,442	08/12/25	Bank UZK CD
I	I	I	I	1,509,595	I	1,509,595	08/08/25	
I	I	1	I	511,452	I	511,452	07/18/25	East West Bank CD
I	1	I	1	716,033	I	716,033	07/18/25	East West Bank CD
I	I	I	1	511,452	I	511,452	07/18/25	East West Bank CD
I	I	I	1	1,771,620	I	1,771,620	07/10/25	East West Bank CD
1	256.513	I	I	1	I	256,513	07/10/25	Credit Union of Texas CD
I	I	I		2,877,984	I	2,877,984	06/24/25	East West Bank CD
I	I	1	I	542,706	1	542,706	06/24/25	East West Bank CD
I	I	I	I	1,233,422	1	1,233,422	06/24/25	East West Bank CD
I		I	1	770,889	ī	770,889	06/24/25	East West Bank CD
I	9 577 905	I	I	1	I	9,577,905	06/20/25	Cornerstone Bank CDARS
I		I	I	12,344,866	I	12,344,866	06/18/25	East West Bank CD
I	10 470 368	I	1	1	I	10,470,368	06/13/25	Origin Bank CD
I	I	I	I	5,933,450	I	5,933,450	06/13/25	Origin Bank CD
I	I	I	I	7,382,825	1	7,382,825	05/15/25	Origin Bank CD
I	I	I	I	6,694,879	1	6,694,879	05/13/25	Bank OZK CD
I	I	I	1	6,228,646	I	6,228,646	05/12/25	Bank OZK CD
I		I	I	621,609	I	621,609	04/30/25	East West Bank CD
-	4.896.204	1	T	I.	I	4,896,204	04/30/25	East West Bank CD
Liability	Reserve	Revenue	Bond I&S	Construction	General	Total	Maturity	
Arbitrane						Investment		
								Book & Market Value
December 31, 2024	Decemb							

Greater Texoma Utility Authority

Valley View Consulting, L.L.C.

Totals	East West Bank CD BOK Financial CDARS BOK Financial CDARS BOK Financial CDARS BOK Financial CDARS BOK Financial CDARS BOK Financial CDARS BOK Financial CDARS	Allocation by Fund Book & Market Value
--------	--	---

December 31, 2024

		97/80/01	04/09/26	04/02/26	03/26/26	03/20/20	02/20/20	03/19/26	03/12/26	12/22/25	Maturity	
	\$ 520,780,534 \$ 566,307	1,650,000	51,/10	2,846,563	1,036,031	1,036,030	1,555,426	725,866	1,037,872	1,200,136	Total	Investment
	\$										G	
	566,307	I	I	I	I	I	I	I	I	I	General	
	\$ 408,937,430	1	I	I	I	I	1	1	1	1,200,136	Construction	
	\$ 29,648,598	I	1	I	1	1	I	I	I	I	Bond I&S	
	\$ 408,937,430 \$ 29,648,598 \$ 21,079,119 \$ 58,899,080 \$	I	I	I	ī	I	I	I	1	1	Revenue	
	\$ 58,899,080	1	51,710	2,846,563	1,036,031	1,036,030	1,555,426	725,866	1,037,872	ı	Reserve	
11.	\$ 1.650.000	1,650,000	I	I	I	1	1	I	I	1	Liability	Arbitrage

Greater Texoma Utility Authority

Valley View Consulting, L.L.C.

AGENDA ITEM X



### GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

#### DATE: May 15, 2025

#### SUBJECT: AGENDA ITEM NO. X

#### PREPARED AND SUBMITTED BY: Paul Sigle, General Manager

#### RECEIVE AN UPDATE FROM PAPE-DAWSON ENGINEERS, INC. FOR THE CITY OF SHERMAN MAJOR INFRASTRUCTURE IMPROVEMENTS PROJECTS.

#### **ISSUE**

Receive an update from Pape-Dawson Engineers, project managers for the City of Sherman's Major Infrastructure Improvements Projects.

#### BACKGROUND

The City of Sherman is undertaking a major infrastructure improvement program to support its rapidly growing industrial, commercial, and residential sectors. To accommodate the planned industrial expansion, the City must complete several critical infrastructure projects. These projects include the expansion of the water treatment plant, expanding the Lake Texoma Pump Station, installation of a transmission pipeline, development of an elevated storage tank, and expansion of the wastewater treatment plant.

To ensure timely and coordinated delivery of these projects, the City has engaged Pape-Dawson Engineers as the Program Manager. The City Council approved the contract with Pape-Dawson Engineers on August 1, 2022.

Toby Flinn with Pape-Dawson Engineers will provide a brief overview of the Major Infrastructure Improvement Projects currently underway for the City of Sherman.



### City of Sherman & GTUA- Program Update

# Major Infrastructure Improvements Program May 5, 2025

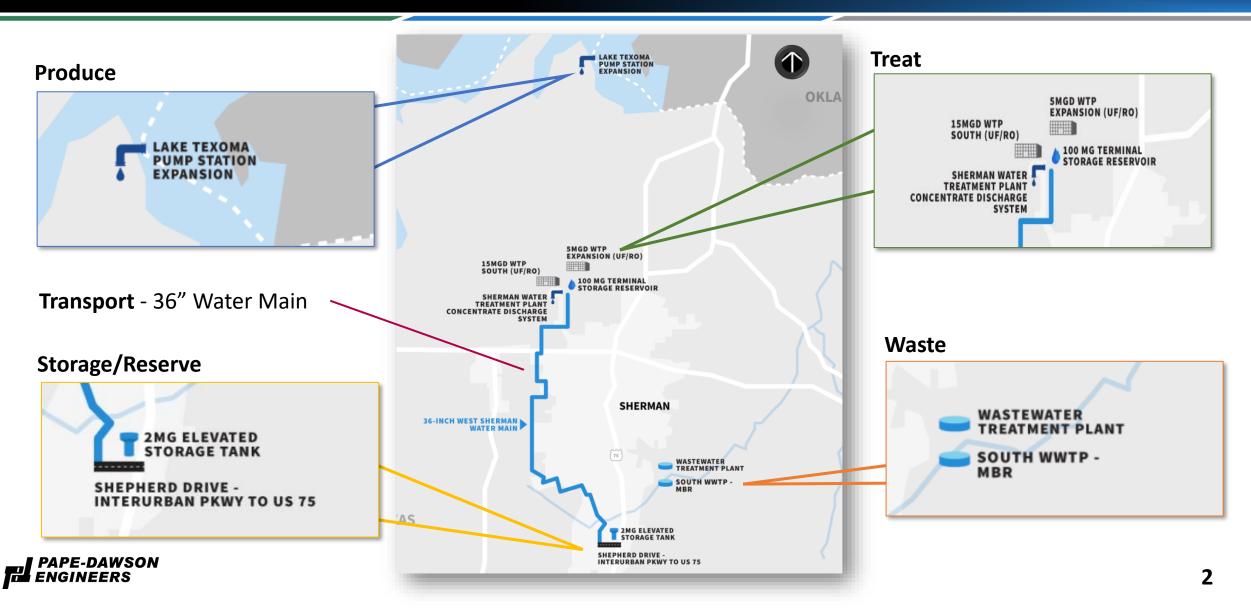
Toby Flinn, P.E., PMP, Pape-Dawson



### **Project Orientation: Provide Water to Sherman's Industrial Park**

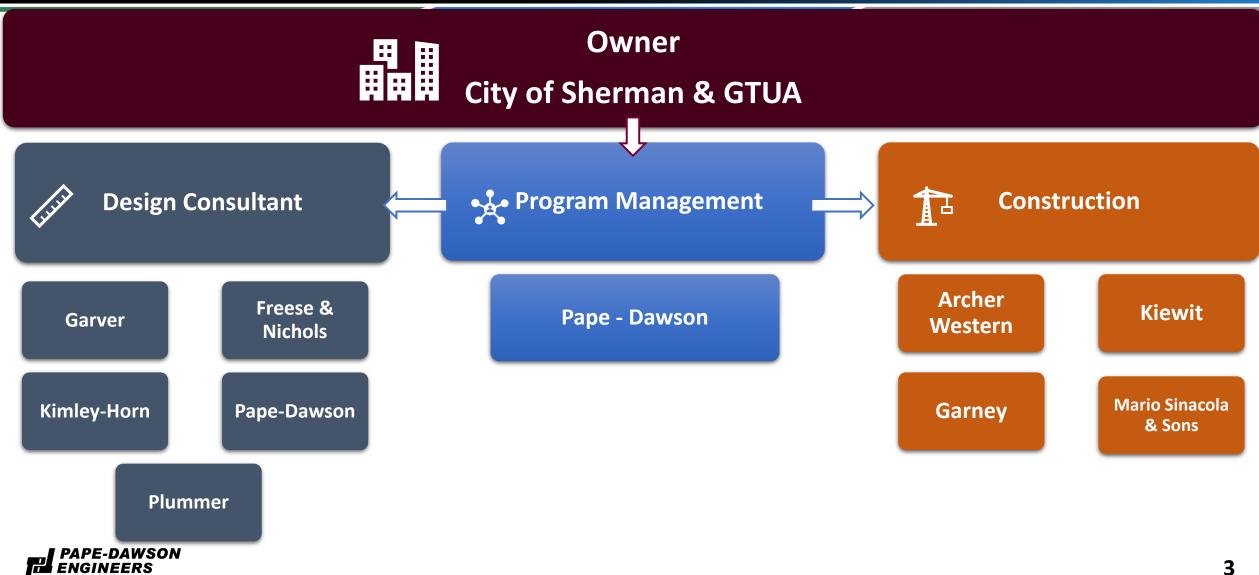


Produce-Treat-Transport-Store-Waste



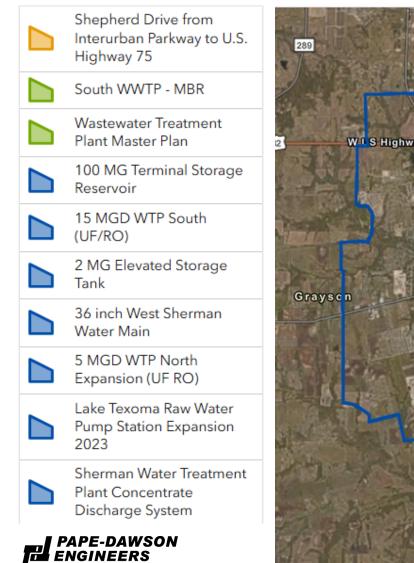
### **Program Team**

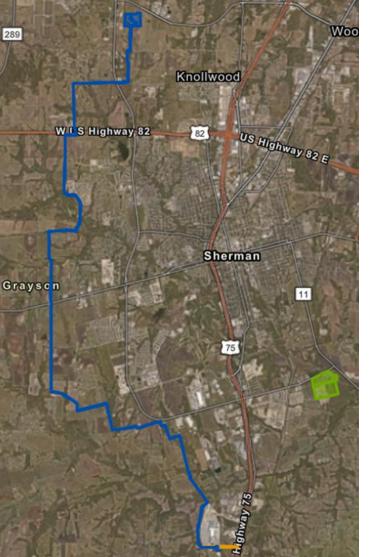




### **Projects Overview SharePoint Linked**



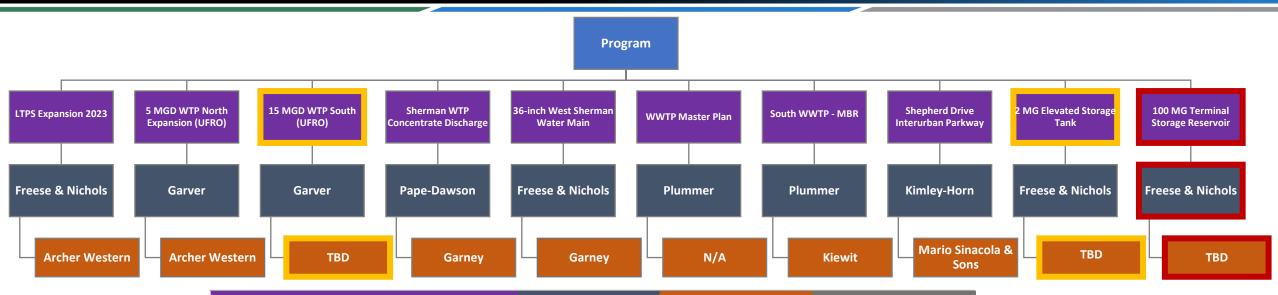






### **Projects Overview**



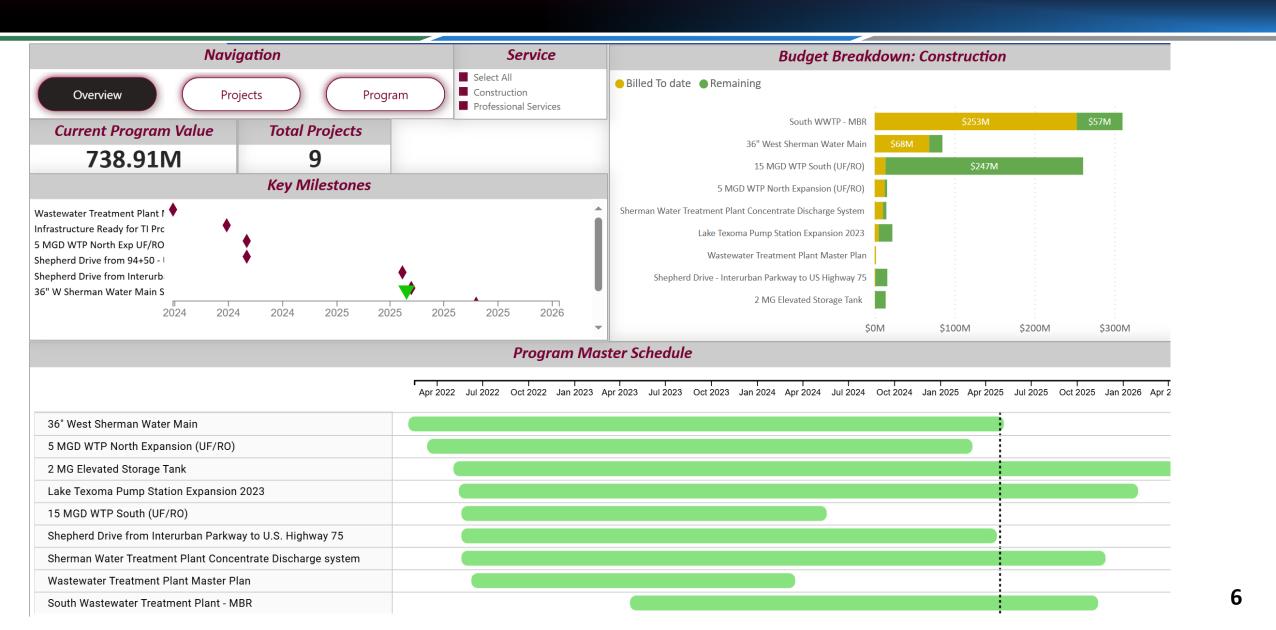


Project	Design Cost	Construction Estimate	Total Cost
Lake Texoma Pump Station Expansion	\$1,831,500.00	\$20,319,169.00	\$22,150,669.00
5 MGD WTP North Expansion (UFRO	\$1,858,919.00	\$13,671,771.87	\$15,530,690.87
15 MGD WTP South (UFRO)	\$14,318,009.00	\$246,365,000.00	\$260,683,009.00
WTP Concentrate Discharge System	\$1,411,780.00	\$13,208,980.00	\$14,620,760.00
36" W Sherman Water Main	\$6,648,760.00	\$78,084,785.32	\$84,733,545.32
WWTP Master Plan	\$1,683,011.00	Not Applicable	\$1,683,011.00
South WWTP MBR	\$22,240,905.00	\$287,705,928.48	\$309,946,833.48
Shepherd Drive Interurban Parkway	\$1,176,800.00	\$14,611,695.00	\$15,788,495.00
2 MGD EST	\$743,780.00	\$13,029,660.00	\$13,773,440.00
TOTALS:	\$51,913,464.00	\$686,996,989.67	\$738,910,453.67



### **Program Dashboard**







Due energy Calcula		202	22			20	)23			20	24			20	25			2026	
Program Schedule	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2 Q3	3 Q4
Lake Texoma Pump Station Expansion											-								•
5 MGD WTP North Expansion																			
15 MGD WTP South - Hold																			
WTP Concentrate Discharge System																			
36-inch West Sherman Water Main																			
WWTP Masterplan																			
South WWTP MBR																			
Shepherd Drive																			
2 MG EST – Pending City Approval for Procurement																			
100 MG TSR - Cancelled																			





## **Design Projects**



15 MGD WTP South	• Installation of a new 15-30 MGD treatment facility - improvements include a new building with initial treatment of 15
(UFRO)	MGD and ultimate ability to treat 30 MGD.
Garver	Design Complete - Project Placed on Hold - May 2024
2 MG EST	• Expected to increase storage capacity and water supply within the City's Southwest Zone in anticipation for growth and increased demands.
Freese and Nichols	Final Design May 2024 - Project On Hold Pending Procurement
LTPS Expansion 2023	• Preliminary study and analysis of the existing pump station to evaluate and determine additional pumping capacities to meet the growing City water demands.
Freese and Nichols	Final Design - May 2024
WWTP Master Plan Plummer	Master planning services of the existing wastewater treatment and water reuse facilities to determine needs and requirements to support continued growth.     Final Design - November 2023
100 MG TSR	• Design and Construction of a Terminal Storage Reservoir and associated pump station and piping.
Freese and Nichols	Placed on Hold/Cancelled - Jan 2024
PAPE-DAWSON Engineers	Son Plan 😑 Trending Off Plan 🛑 Off Plan

# **Awarded Construction Projects**



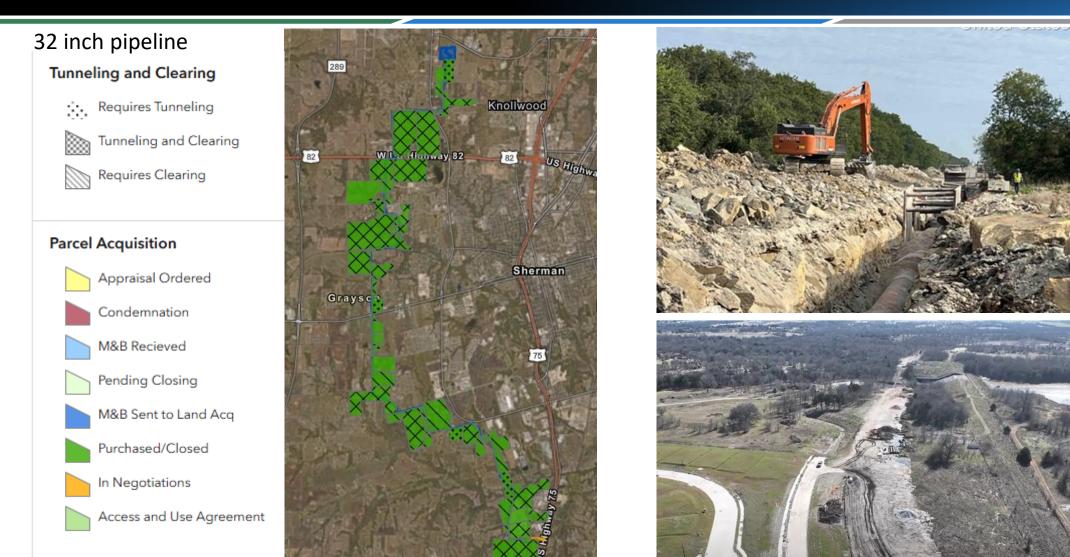
5 MGD WTP North Expansion (UFRO) Archer Western	<ul> <li>Improvements to the water treatment plant include design and construction services intended to expand the current capacities by 5 million gallons per day. Complete and in Service now.</li> <li>Substantial Completion – August 2024</li> <li>Final Completion – March 2025</li> </ul>	
36-inch West Sherman Water Main Garney	<ul> <li>Improvements to the water transmission system include the design and construction of a 36-inch water transmission line from the Water Treatment Plant, located south of State Highway 691 along La Cima Road, to Shepherd Drive, approximately 73,000 linear feet. Required re- work on one section led to a delay.</li> <li>Substantial Completion - May 2025</li> <li>Final Completion - May 2025</li> </ul>	
Sherman WTP Concentrate Discharge Garney	<ul> <li>Design and construction services of a brine discharge outfall and related pump station necessary to convey the effluent from the final settling ponds to an identified TCEQ permitted outfall. Discharge Channel complete, temporary pumps in place and flowing water.</li> <li>Substantial Completion – Nov 2025</li> <li>Final Completion – Dec 2025</li> </ul>	
South WWTP MBR Kiewit	<ul> <li>Planning, design, and construction services associated with the expansion of the existing Post Oak Wastewater Facilities and construction of a new plant capable of treating high-volume Industrial Waste.</li> <li>Substantial Completion – August 2025</li> <li>Final Completion – November 2025</li> </ul>	
Shepherd Drive - Interurban Pkwy to US Highway 75 Mario Sinacola & Sons	• Design and construction of approximately 4,500 linear feet of a 4-lane divided (ultimate 6-lane divided) roadway west from US Highway 75. Substantial Completion – April 2025 Final Completion – May 2025	



Off Plan

### **Easement Acquisition Complete 52 of 52**





PAPE-DAWSON Engineers

# 36" Line Feeding Semiconductor & Wafer Fabrication Plant



TI Campus Feb 2025





Shepherd Rd Feb 2025



PAPE-DAWSON ENGINEERS



### South WWTP MBR Site Photos





Oct 19, 2023

Oct 31, 2024



### South WWTP MBR March 2025







### Sherman WTP Concentrate Discharge System







- The Construction Manager at Risk (CMAR) has been a success →Collaboration and earlier construction met tight milestones
- Returned money via positive (deductive) change orders
- Critical Water Delivery Milestone on track (no individual misses)
- Speed of Water Treatment via UF/RO allowed for Conventional WTP overhaul
- Water Delivery-ready for Summer 2025 high-use period
- Modified existing plan to treat Global Wafers Industrial Waste (online)
- Clean water storage is the final program element to meet current demands
- NTMWD and GTUA coordination needed for continued expansion (on track)



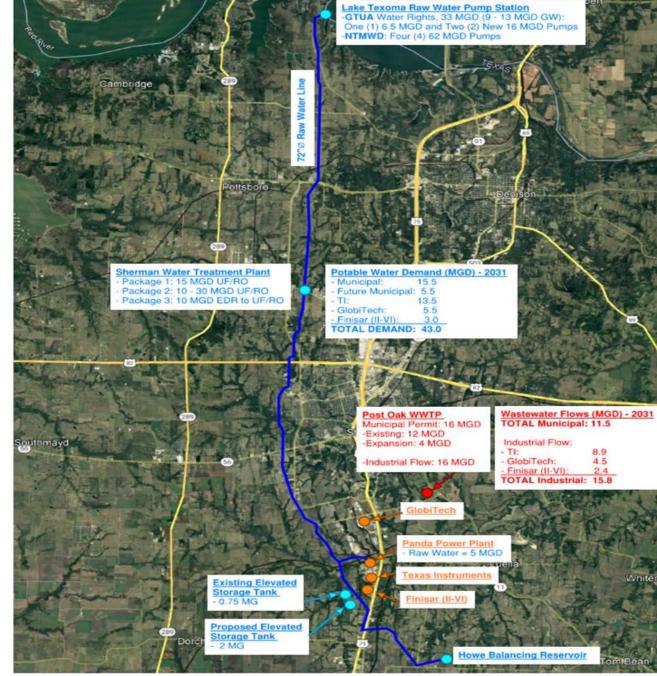


# QUESTIONS?

THANKYOU

PAPE-DAWSON Engineers

#### Sherman Water and Wastewater Treatment System December 2022



Drone Video Feb 2025: https://www.youtube.com/watc h?v=XjLNG6zoxhk



PAPE-DAWSON

AGENDA ITEM XI



### GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 15, 2025

SUBJECT: AGENDA ITEM NO. XI

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

#### <u>CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR THE CITY OF SHERMAN</u> <u>PROGRESS PARK SEWER INDUSTRIAL SEWER OUTFALL PROJECT.</u>

#### **ISSUE**

Consider and act upon the award of contract for the City of Sherman Progress Park Sewer Industrial Sewer Outfall Project.

#### **BACKGROUND**

The project consists of the construction of approximately eight thousand two hundred eighty-six (8,286) linear feet of 24-inch wastewater line and nine hundred forty-five (945) linear feet of 36-inch wastewater line, manholes and all associated appurtenances for the Progress Park Sewer Industrial Sewer Outfall. The wastewater line connects to a manhole north of FM 1417 and runs south to connect into an existing 21-inch wastewater line along the east side of Howe Drive. This project includes all necessary labor, materials, and testing in accordance with the plans and specifications.

#### **CONSIDERATIONS**

A best value scoring system was implemented to the bidding process to allow for maximum points for those bidders who have a low price and the shortest time of completion. Both those categories were given 40-points each. The third and fourth scoring categories were safety record and quality of prior work which were scored at 10-points each, for a total maximum score of 100 points.

Fourteen (14) responsive and responsible bids were received on Thursday, April 17, 2025. Scoring was undertaken by the engineer, the City, and GTUA on 4/23/2025. Results are included with the Bid Tabulation. It is recommended to award this contract to Blackrock Construction, who had the highest point score, including a price 21% under budget. The contractor has informed staff that they will begin as quickly as possible following the Notice to Proceed.

#### **STAFF RECOMMENDATIONS**

The Authority Staff recommend authorizing the General Manager to award a contract to Blackrock Construction in the amount of \$5,436,911.00. This item was approved at the City of Sherman's City Council Meeting on May 5, 2025.

#### **ATTACHMENTS**

Recommendation Letter Bid Proposal Evaluation Score Sheet

### Kimley »Horn

May 5<sup>th</sup>, 2025

Mr. Paul Sigle Greater Texoma Utility Authority (GTUA) 5100 Airport Drive Denison, TX 75020

#### RE: GTUA on Behalf of the City of Sherman – Progress Park Sewer Industrial Sewer Outfall

Dear Mr. Sigle:

On April 17<sup>th</sup>, 2025, GTUA, on behalf of the City of Sherman, received bid proposals for the Progress Park Sewer Industrial Sewer Outfall project. The following bid proposals were received:

Bidder	Bid Price	Completion Time	Total Evaluation Score (Out of 100)
MH Civil Constructors	\$7,824,000.00	240	57
Hayes Construction	\$5,554,242.50	150	78
Canary Construction	\$6,541,884.00	330	58
Timco Services	\$6,885,614.75	220	64
Acadia Services	\$4,029,000.00	180	73
Blue Star Utilities	\$5,500,000.00	240	62
J&L Construction	\$4,760,721.20	180	75
Belt Construction	\$7,135,099.00	120	73
ANA Site Construction	\$5,437,903.00	150	82
Western Municipal	\$7,468,183.00	180	59
SYB Construction	\$4,578,064.50	180	80
Black Rock Construction	\$5,436,911.00	130	87
Wilson Contractor	\$4,988,011.08	270	68
Mountain Cascade	\$6,907,578.00	280	60

Kimley-Horn and Associates, Inc. has reviewed the bid proposers' qualifications and safety record and has also checked with multiple references provided. Based on these reviews, it appears that Blackrock Construction has submitted the bid proposal most advantageous to the City based on the evaluation criteria in the contract, and Kimley-Horn can find no reason to disqualify them from receiving a contract award.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

David Perkins, P.E.

#### Progress Park WW - Proposal Evaluation Bid Opening - April 17, 2025

							Weighte	d Scores		Weighted Scores							
Selection Criteria	MH Civil	Hayes	Canary	Timco	Acadia	Blue Star	J&L	Belt	ANA	Western Municipal	SYB	Black Rock	Wilson	Mountain Cascade	Max Poin Value		
Price Score	21	29	25	23	40	29	34	23	30	22	35	30	32	23	40		
Contractor Qualifications Score																	
City of Sherman	10	10	10	10	5	10	10	10	10	8	10	10	10	10			
Kimly-Horn Engineers	10	7	10	10	7	8	10	10	10	10	10	10	10	10			
GTUA	10	10	10	10	5	10	10	10	10	10	10	10	10	10			
Average Qualifications Score	10	9	10	10	6	9	10	10	10	9	10	10	10	10	10		
Safety Record Questionnaire Score																	
City of Sherman	7	10	10	10	1	1	1	0	10	1	10	10	10	10			
Kimly-Horn Engineers	5	7	7	7	0	3	3	0	10	3	7	10	7	10			
GTUA	7	8	8	8	0	7	8	0	10	1	8	10	8	8			
Average Safety Score	6	8	8	8	0	4	4	0	10	2	8	10	8	9	10		
Construction Time Score	20	32	15	22	27	20	27	40	32	27	27	37	18	17	40		
Total Weighted Score	57	78	58	64	73	62	75	73	82	59	80	87	68	60	100		
Bid Evaluation Rank	13	4	12	8	6	9	5	6	2	11	3	1	7	10	]		

	[		Individual Prices and Construction Times												
		MH Civil	Hayes	Canary	Timco	Acadia	Blue Star	J&L	Belt	ANA	Western Municipal	SYB	Black Rock	Wilson	Mountain Cascade
ĺ	Price	\$7,824,000.00	\$5,554,242.50	\$6,541,884.00	\$6,885,614.75	\$4,029,000.00	\$5,500,000.00	\$4,760,721.20	\$7,135,099.00	\$5,437,903.00	\$7,468,183.00	\$4,578,064.50	\$5,436,911.00	\$4,988,011.08	\$6,907,578.00
[	Construction Time	240	150	330	220	180	240	180	120	150	180	180	130	270	280

indicates low price or time

AGENDA ITEM XII



### GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 15, 2025

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 ACCEPTING THE CONTRACT WITH HAYES CONSTRUCTION, LLC FOR THE CITY OF SHERMAN, SHEPHERD DRIVE SEWER EXTENSION 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 Hayes Construction, LLC. for the City of Sherman, Shepherd Drive Sewer Extension Project as complete.

#### **BACKGROUND**

The GTUA Board of Directors approved the Notice of Award for Hayes Construction, LLC in October of 2024.

This project consisted of the construction of approximately 986 linear feet of PS 115 24-inch sanitary sewer pipe by open cut with crushed stone embedment, 60 linear feet of PS 115 24-inch sanitary sewer pipe by open cut with concrete encasement, four 5-foot diameter sanitary sewer manholes, and bypass pumping, together with all necessary appurtenances for a complete sanitary sewer project. Project included all necessary labor, materials, and testing in accordance with the plans and specifications.

#### **CONSIDERATIONS**

Hayes Construction, LLC. has completed the City of Sherman Shepherd Drive Sewer Extension Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Hayes Construction, LLC.

#### **STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete.

#### **ATTACHMENTS**

Close out Documents

RESOLUTION NO.

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HAYES CONSTRUCTION LLC AS COMPLETE FOR THE CITY OF SHERMAN SHEPHERD DRIVE SEWER EXTENSION 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 Hayes Construction LLC for the City of Sherman Shepherd Drive Sewer Extension Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Shepherd Drive Sewer Extension 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 Hayes Construction LLC as complete.

Upon motion by \_\_\_\_\_\_, seconded by \_\_\_\_\_\_, the foregoing Resolution was passed and approved on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2025 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



04/21/2025

Hayes Construction, LLC ATTN: Gary Hayes 205 Cody Lane Sherman, Texas 75092

Re: Final Inspection, and Final Acceptance Letter Shepherd Drive Sewer Extension, COS # 1491-U

Mr. Hayes:

The City of Sherman Engineering Department completed the final inspection of the improvements for the abovementioned project on March 25<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

#### **CERTIFICATE OF PROJECT COMPLETION**

Project:	Shepherd Drive Sewer Extension	
Date of Issuar	nce: <u>March 25<sup>th</sup>, 2025</u>	
Owner: Cit Contractor: Engineer:	ty of Sherman Hayes Construction, LLC Birkhoff, Hendricks & Carter, LLP	

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 <u>Sherman</u> OWNER

And to Hayes Construction, 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

03/25/2025

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:

#### **RESPONSIBILTIES:**

**OWNER:** 

Security, Operation, Safety, Maintenance, Heat, Utilities, and Insurance

CONTRACTOR:

One year Contractor's guarantee (from the date of completion),

Payment and Performance Bonds, Pipe Manufacturer's Warranty.

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

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

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

Executed by ENGINEER on	April ZI#	, 2625
	KJ.C	P.E. ENGINEER
	By: Travis	Overtost P.E.

1.

2.

# \$

#### **CONTRACTOR'S RELEASE OF LIENS AFFIDAVIT OF BILLS PAID**

	.1	I ARA JACKINI	
BEFORE ME, the undersigned authority,	on this day personally appeared	- Ma Jaksu I	
BEI OIL III, III IIII, III IIII,	J III		

Director of Operations of <u>Hayes Construction</u>, <u>UC</u>, (print Affiant's name) (title) (construction company name)

"Company"), who being duly sworn by me states:

That he/she is the general contractor, employed for the construction work of <u>Shepherd Drive Sewer Extension</u> <u>Project</u>, (hereinafter referred to as the "Project"), contracted by the CITY OF SHERMAN, and that said construction work was completed on <u>3/15/25</u>.

(date)

- 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: N P - 0 N D N P - 0 N D N P - 0 N D N P - 0 N D N P - 0 N D N P - 0 N D N P - 0 N D N P - 0
- 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 318 day of March	, 20 25
		Yan	
SWODN TO and SU	BSCRIBED before me by Lara	Affiant's Signature on this 31 day of M	arch 20.75
SWORN TO and SU		Affiant's name) $\sqrt{2}$ day of <u>11</u>	<u>WON.</u> 20_00
		XIC/ NOUS	,
(SEAL)	DUSTIN JACKSON Notary Public, State of Texas Comm. Expires 02/06/2029	Notary Public, Grayson	/ County, Texas
	Notary ID 130993941		

CONTRACTOR: Hayes Construction, LLC	
In accordance with the provisions of the Contract between the Ov insert name and address of Surety Company)	wner and the Contractor as indicated above, the (here
Employers Mutual Casualty Company	
717 Mulberry Street Des Moines, IA 50309	, SURETY COMPANY,
on Bond of (here insert name and address of Contractor) Hayes Construction, LLC	
205 Cody Lane, Sherman, Texas, 75092 hereby approves of the final payment to the Contractor, and agrees the Surety Company of any of its obligations to (here insert name)	
City of Sherman	
220 W. Mulberry Sherman, TX 75091	, OWNER,
as set forth in the said Surety Company's Bond No. S048378	, dated10/29/2025
IN WITNESS WHEREOF, the Surety Company has hereunto se its hand this day of	March , 2025 ,
	Employers Mutual Casualty Company
	Surety Company
	Signature of Authorized Representative
	Attorney in Fact
	Title
Attest	
(SEAI)	

**SURETY COMPANY TO FINAL PAYMENT** PROJECT: Shepherd Drive Sewer Extension CONTRACT DATE:

**CONSENT OF** 

October 23, 2024 OWNER: City of Sherman C

#### 7 D

	anning,
	MUTUAL C.
9	CONT ON THE
EMP	SEAL
	ACOINES TO
	**********

AMC.

(SEAL)

P.O. Box 712 • Des Moines, Iowa 50306-0712



#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

#### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation

2. EMCASCO Insurance Company, an Iowa Corporation

3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation 5. Dakota Fire Insurance Company, a North Dakota Corporation

6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sam Sealer

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s): Surety Bond Principal:

Hayes Construction, LLC Number

S048378

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

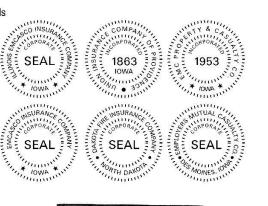
#### AUTHORITY FOR POWER OF ATTORNEY

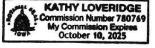
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals





cott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge Notary Public in and for the State of Jowa

#### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this <sup>31st</sup> day of

2025

MAAA

March

#### CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 3/31/2025

Project: Shepherd Dr Sewer Extension

Owner: City of Sherman

Contractor: Hayes Construction, LLC.

Date of Contract: 1/21/2025

Date of Project Completion: 3/25/2025

Final Contract Amount: \$641,430.00

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 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 year(s) from the date of completion that all work under the 1 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:	Hayes Construction, LLC.
By:	-Man-
Date:	3/31/2025
Attest:	

AGENDA ITEM XIII



### GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 15, 2025

#### SUBJECT: AGENDA ITEM NO. XIII

### **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 ACCEPTING THE CONTRACT WITH TRIAD SERVICES GROUP, LLC FOR THE CITY OF SHERMAN, CONCENTRATE DISCHARGE SYSTEM-DISCHARGE CHANNEL 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 Triad Services Group, LLC. for the City of Sherman Concentrate Discharge System-Discharge Channel Project as complete.

#### BACKGROUND

The GTUA Board of Directors approved the Notice of Award for Triad Services Group, LLC in July of 2024.

The City of Sherman is executing a major infrastructure improvements program to meet the fast-growing needs of the city including industrial, commercial, and residential users. The city needs to complete certain key infrastructure projects to meet the planned industrial expansion needs of significant industrial users before 2025. At this time, this includes water treatment plant expansion, pump station, transmission pipeline, elevated storage tank, and wastewater treatment plant expansion.

The City of Sherman construction of the concentrate discharge system to dispose of the concentrate from the water treatment back to Lake Texoma. The concentrate is currently being discharged to Sherman's Post Oak Wastewater Treatment Plant and the project would reduce the load on Post Oak.

As part of the project, Sherman needed to construct a force main and a discharge channel as part of the requirement from the TCEQ discharge permit. Sherman has separated the project into two separate projects.

#### **CONSIDERATIONS**

Triad Services Group, LLC has completed the City of Sherman Concentrate Discharge System-Discharge Channel Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Triad Services Group, LLC.

#### **STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete. This item is contingent upon the City of Sherman approval.

ATTACHMENTS Close out Documents RESOLUTION NO.

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH TRIAD SERVICES GROUP, LLC AS COMPLETE FOR THE CITY OF SHERMAN CONCENTRATE DISCHARGE SYSTEM-DISCHARGE CHANNEL 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 Triad Services Group, LLC for the City of Sherman Concentrate Discharge System-Discharge Channel Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Concentrate Discharge System-Discharge Channel 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 Triad Services Group, LLC as complete.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed and approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 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

## **CERTIFICATE OF PROJECT COMPLETION**

Project:	#1521-U-2 Sherman WTP CDS Discharge Channel	
Date of Issuan	nce:3/25/2025	
Owner: <u>GTU</u>	IA / City of Sherman	
Contractor:	Triad Service Group, LLC.	
Engineer:	Pape-Dawson Engineers	

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 <u>Sherman</u> OWNER

And to <u>Triad Service Group, LLC.</u> 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

02/28/2025

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:

## **RESPONSIBILTIES:**

OWNER:	Security, operation, safety, maintenance, heat, utilities, insurance
CONTRACTO	<b> </b>
	Payment and Performance Bonds, Pipe Manufacturer's Warranty,

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

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

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

Executed by ENGINEER on \_\_March 25 \_\_\_\_\_,2025 \_\_\_\_.

Santosh Gunavant	e, PE
	ENGINEER
tot	
By:	
· - · /·	

MAINTENANCE BOND

BOND NO. GSA4700082

# STATE OF TEXAS

§ §

§

#### KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson

THAT <u>Triad Service Group</u>, <u>LLC</u> (Name of Contractor) of <u>Natchitoches</u> (City) <u>Natchitoches</u> County, State of <u>Louisiana</u>, as PRINCIPAL and <u>The Gray Casualty & Surety Company</u>

(Name of Surety) as SURETY, a corporation organized under the laws of the State of <u>Louisiana</u> as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of <u>One Million Six</u> <u>Hundred Eighty-Seven Thousand Three Hundred</u> and 00 /100 Dollars (\$ <u>1.687,300.00</u>) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct <u>Sherman Water Treatment Plant - Concentrate Discharge System -</u> <u>Discharge Channel</u> (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

- 1	IN WITNI	ESS WHEREOF,	the said	PRINCIPAL a	and	SURETY	have	signed	and	sealed	this	instrument	this
5th	day of	August		2024	Ł			-					

PRINCIPAL:

Triad Service Group, LLC

Name of Contragior Signature

Stephen Van Eversull, Owner

Printed Name and Title PO Box 2758 Address Natchitoches, LA 71457 City, State, Zip SURETY:

The Gray Casualty & Surety Company

Name of Surety Signature

Brandon Newton, Attorney-in-fact

Printed Name and Title 3021 Dallas Parkway

Address Frisco, TX 75034

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is: Brandon Newton, 3021 Dallas Parkway, Frisco, TX 75034 Ph #(318)278-9613

#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### **GENERAL POWER OF ATTORNEY**

Bond Number: GSA4700082 Principal: Triad Service Group, LLC

Project: Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Joe Newton, Randy Graham, Jerry Houston, Brandon Newton, Layne A. Clark, Cullen Clark, and Linda A. Gortemiller of Ruston, Louisiana jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



Michael T. Grav

President The Gray Insurance Company



Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana

SS:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

eigh plume Henican

Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of August 2024

Mark Manguns

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of August, 2024

Kigh Jame Henican





## RIDER

## TO BE ATTACHED TO AND FORM PART OF

Payment & Perfo	rmance			bond numbe	GSA4700082
(Type of Bond)					(Bond Number)
IN FAVOR OF	City of Sherman				
ON BEHALF OF	Triad Service Group, LL	C			
EFFECTIVE	(Principal) August 7, 2024				
	(Original Effective Date)				
IT IS AGREED TH as a result of this		ne original premium	charge	ed for this bond, and any a	dditional premium that may be properly chargeabel
The Surety,	The G	Gray Casualty & Sure	ety Cor	mpany	, hereby gives its consent to:
	nal Sum changed from	\$1,687,300.00	to	\$1,632,300.00	
-	Sum changed from	\$1,687,300.00 \$1,687,300.00	to	\$1,632,300.00	
Contract amount	KEYS	\$1,687,300.00	to	\$1,632,300.00	
Warranty Amoun	t				
Warranty Commi					
Warranty Premiu	m				
REASON: Comp	olete				
EFFECTIVE: Au	ıgust 7, 2024				
					nd conditions except as herein expressly modified, ged by this rider shall not be cumulative.
SIGNED, and SE	ALED on April 8, 2025	i			
Triad Service Gro	bup, LLC			The Gray Casualty & Sur	ety Company
Principal				Surety	
City of Sherman					

Accepted by (Obligee)

James Michael Stephens, ATTORNEY-IN-FACT

1.

## **CONTRACTOR'S RELEASE OF LIENS AFFIDAVIT OF BILLS PAID**

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Rover "PERRICK" GAGE,
(print Affiant's name)
MANAGING PARTNER of TEIAD SERVICE GROUP, LLC, (herein after referred to as the
(title) (construction company name)
"Company"), who being duly sworn by me states:
That he/she is the general contractor, employed for the construction work of SHEEMAN COS-DISCHARGE
(name of project)
CHANNEL ISZI-U-Z . (hereinafter referred to as the "Project"), contracted by the CITY OF SHERMAN, and
that said construction work was completed on $2/28/25$ .
(date)

- 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 *Q* day of Affiant's Signature SWORN TO and SUBSCRIBED before me by on this (print Affiant's namé) MARILYN B. FLORES Notary Public, State of Texas Comm. Expires 03-17-2029 Notary ID 125367627 (SEAL) ıblic. Grayson County, Texas lotary **F** NIN

Date: 4/25/2025

Project: CDS Discharge Channel, 1521-U-2

Owner: City of Sherman, Texas

Contractor: Triad Service Group, LLC.

Date of Contract: 8/14/2024

Date of Project Completion: 2/28/2025

Final Contract Amount: \$1,632,300.00

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 <u>one (1)</u> year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of <u>one (1)</u> 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:	Triad Service Group, LLC.
By:	Derrick Gage
Date:	4/25/2025
Attest:	Det

## CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: #1521-U-2 Sherman WTP CDS Discharge Channel

### CONTRACT DATE: 8/14/2024

## OWNER: Greater Texoma Utility Authority/City of Sherman

CONTRACTOR: Triad Service Group LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

The Gray Casualty & Surety Company , SURE

, SURETY COMPANY,

on Bond of (here insert name and address of Contractor)

Triad Service Group, LLC

, 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/City of Sherman, OWNER,

as set forth in the said Surety Company's Bond No. GSA4700082 , dated August 5, 2024

IN WITNESS WHEREOF, the Surety Company has hereunto se its hand this 22nd day of April 2025

The Gray Casualty & Surety Company

Surety Company

Signature of Authorized Representative - Brandon Newton

Attorney-in-fact

Title

Attest

(SEAL)

#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### **GENERAL POWER OF ATTORNEY**

Bond Number: GSA4700082 Principal: Triad Service Group LLC Project: #1521-U-2 Sherman WTP CDS Discharge Channel

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Joe Newton, Randy Graham, Jerry Houston, Brandon Newton, Layne A. Clark, Cullen Clark, and Linda A. Gortemiller of Ruston, Louisiana jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000.000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this  $4^{th}$  day of November, 2022.



Michael T. Gray President

President The Gray Insurance Company



Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana

SS:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

- Anne Henican

Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of April , 2025.

lark Manguns

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of April ,2025.

jeigh prime Henrican





# PERIODIC ESTIMATE

#### 1 of \_\_\_\_\_ 2 Sheet(s) Sheet

Estimate No:	8	Project Number
Project Discription:	City of Sherman, WTP COS "Discharge Channel"	CIP # 1521-U-2
	Greater Texoma Utility Authority (GTUA)	
Owner:	5100 Airport Dr, Denison, TX 75020	#24008
Address: Contractor:	Triad Service Group, LLC.	
Address:	PO Box 2758, Natchitoches, LA 71457	
Telephone:	210-823-6678	
Engineer:	Pape-Dawson Engineers	
Address:	6105 Tennyson Pkwy., Suite 210, Plano, TX 75024	
Telephone:	214-420-8494	
· • · · · · · · · · · · · · · · · · · ·		

Original Contract Amount	\$ 1,687,300.00
Total Additions	\$ (55,000.00)
Total Deductions	
Contract as Revised to Date	\$ 1,632,300.00
Total Amount of Work Done to Date	\$ 1,632,300.00
Materials on Hand	\$ _
Total Work and Materials	\$ 1,632,300.00
Amount Retained (5) Percent	\$ 
Balance	\$ 1,632,300.00
Less Previous Payments	\$ 1,550,685.00
Amount Due This Application	\$ 81,615.00

Date of Contract Time	8/26/2024
Days allowed in Contract	210
Date of Substantial Completion	3/24/2025
Date of Final Completion	4/23/2025

#### Contractor's Certificaton:

Subscribed and sworn to before m

My commission Expires:

Notary Public

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

CLAIMANT: TELAD SERVICE GEOUP, 222.

0

Qu

Mon

Apri

ENGINEER's Recommendation:

Date

04/24/25 ht West Date Inspector 4/29/25 Date 4/30/2025

GTUA

4.29.2025 Date 4/30/2025

Date

Date

City of Sherman

Engineer

21mm

P.B.

MARILYN B. FLORES Notary Public, State of Texas

Comm. Expires 03-17-2029

Notary ID 125367627

- Z
20
A N
No.
100
T 7
V.
× 0
Cax
a a
- /
1.5
0.0
111
NIO.
A . 10
R
NIS.
1 2
N/N
VII
- V

Sherman WTP - Concentrate Discharge Channel

Project Name:

Program Management Services for Major Infrastructure improvements Invoice Summary Invoice Date 04/07/25 Project No. CIP # 1521-U-2 Invoice No. 8

from to Period 02/25/25 03/25/25

Invoice Period 02/26/25

Bid Darkses 1			AIIDUIIL		Amount	Date	A REAL PROPERTY AND INCOME.		
Did Dackage 1			٥	<b>Discharge Channe</b>	e				
DIU FALAGE A									
1. Mobilization	SI	100.0%	\$ 48,000.00		\$ 48,000.00 \$	48,000.00	\$ 48,000.00		
Channel Excavation incluing backfill, top soil, omolete in place	SI	100.0%	\$ 288,000.00		\$ 288,000.00 \$	288,000.00	\$ 288,000.00		*
Preparation including small tree/brush removal, existing removal/restoration, gravel driveway, etc., complete in	s	100.0%	\$ 43,200.00		\$ 43,200.00 \$	43,200.00 \$	43,200.00		- \$
prace 4. Remove and Relocate 12" and Larger Caliper Protected Tree	S1	100.0%	\$ 8,500.00		\$ 8,500.00 \$		8,500.00		· · ·
5. Relocation of Utility Pole and Guy Wire	SI	100.0%	\$ 15,000.00		\$ 15,000.00 \$	\$ 15,000.00 \$	15,000.00		0
lation, topsoil,	LS I	100.0%	\$ 306,000.00		\$ 306,000.00 \$	\$ 306,000.00	\$	- \$	- -
seeung, etc., comprete in prace	SI	100.0%	\$ 245,000.00		\$ 245,000.00 \$	\$ 245,000.00	\$	\$	
	SI	100.0%	\$ 275,500.00		\$ 275,500.00 \$	\$ 275,500.00	\$	\$	5
	SI	100.0%	\$ 123,000.00		\$ 123,000.00 \$	\$ 123,000.00	\$	5	~
lew.	SI	100.0%	\$ 72,000.00		\$ 72,000.00	\$ 72,000.00	\$ 72,000.00 \$	5	~
	5	100.0%	\$ 78,000.00		\$ 78,000.00 \$	\$ 78,000.00	\$		
Fance	S	100.0%	\$ 80,000.00		\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	- \$	
	2 4	#DIV/DI		\$ (5,000.00)	- \$	÷	- \$	- \$	5
nlete in nlace		100.0%			\$ 12,600.00 \$	\$ 12,600.00	\$ 12,600.00	- \$	s .
ion	5	100.0%			\$ 7,500.00	\$ 7,500.00	Ş	\$	s s
	1	100.0%	\$ 80,000.00	\$ (50,000.00)	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	- \$	\$
Lo. Contingency Allowance Matorials on Hand	1					- \$	\$	- \$	-
	+		\$ 84.365.00	\$ (2.750.00)	\$ 81,615.00	\$ 81,615.00		\$	\$
receition True Bid Backson 4 Discharge Channel		100.0%	1,6	\$	1 Statuted to	A - L - MARCONN	\$ 1,632,300.00	\$ 81,615.00	
	t	100 MK	\$ 84.365.00	\$	\$ \$1,615.00	\$ 81,615.00	\$		
Retention- Big Package - Uischarge Linamer	+	100.046	1.6		1,5	\$ 1,550,685.00	\$ \$	\$ 81,615.00 \$	\$



#### CONTINGENCY ALLOWANCE AUTHORIZATION

CAA No: 2 Sherman WTP CDS Discharge Channel Project: Contractor: Triad service Group, LLC

Item	Item			Unit		Non-
No	Description	Qty.	Unit	Price	Additions	Performance
CAA-001	Expose BKM petroleum lines, excavation, backfilling, installation assistance of new BKM lines	1	LS	\$30,000.00	\$ 30,000.00	
CAA-002	Item 13 Stabilized construction entrance	1	LS	\$5,000.00		\$ 5,000.00
CAA-002	Item 16 Contingency Allowance	1	LS	\$50,000.00		\$ 50,000.00
						4
						\$ -

Total \$ 30,000.00 \$ 55,000.00

Net Total \$ 25,000.00

Existing Contingency Balance \$ 80,000.00

New Contingency Balance \$ 105,000.00

Number of Calendar Days in Existing Contract	Number of Additional Calendar Days	Total Number of Calendar Days
210	0	210

Note: CAA-2 issued to bring the contract balance to zero. no days added. the final adjusted contract value is \$1,632,300.00

By:

Authorized by Owner:

I miller B١ 3/12/2025

Date: Tom Pruitt Name:

Recommended by program manager:

By: Hugh Brightwell Date: 31 12/15 Name: \_\_\_\_

Accepted by Contractor:

Engineer:

Date: 03/06/2025 Name: Derrick Gage

By: 3.11.2025 Date: Name: Santosh Gunavante

Approved by 3/13/20 Date: Paul Sigle Name:

City of Sherman Engineering Department | 220 W. Mulberry St. | Sherman, TX 75091 | (903) 892-7208 | www.cityofsherman.com

	OFFICE	PROPOSAL BY	
	Gunavante wson Engineers K	Derrick Gage Triad Service Group, LLC. McKinney, TX	TRIAD SERVICE GROUP
Reference:	Sherman, Discharge Channel	Date:	March 4, 2025
Description:	Proposed Contract Modification #02 This PCM is the recapitulation Change Order to br considered the Final Change Order on the Project (\$55,000.00) for less items not needed / completed +\$30,000.00 for Change Order #01 (BKM Gas lowe (\$55,000) is the total deduct on the Contract \$1,632300.00 is the Adjusted Final Contract Amoun	on the Contract ring assistance / coordination)	<u>PCM #02</u>
	OR'S PROPOSAL		
DESCRIPTIC Direct Costs	ON		AMOUNT
ltem #100 - (			-\$55,000.00 \$0.00
Item #200 - /			
			-\$55,000.00
<b>Item #200</b> - A Total Direct C Markup of Ne		15.00% 1.90%	-\$55,000.00 Inc. in the respective items Inc. in the respective items
<b>Item #200</b> - A Total Direct C Markup of Ne	Costs ew Work (Non-existent Line Items @ 15%) ion ( @ 1.90%)		Inc. in the respective items
Item #200 - A Total Direct C Markup of Ne Bond Extensi Total Impact	Costs ew Work (Non-existent Line Items @ 15%) ion ( @ 1.90%)		Inc. in the respective items Inc. in the respective items
Item #200 - A Total Direct C Markup of Ne Bond Extensi Total Impact Calendar Da No additional	Costs ew Work (Non-existent Line Items @ 15%) ion ( @ 1.90%) t to Project hys Time Extension Required I Contract Time extension is required on the	1.90%	Inc. in the respective items Inc. in the respective items <b>-\$55,000.00</b>
Item #200 - A Total Direct C Markup of Ne Bond Extensi Total Impact Calendar Da	Costs ew Work (Non-existent Line Items @ 15%) ion ( @ 1.90%) t to Project hys Time Extension Required I Contract Time extension is required on the certification? I certify this estimate is made in go	1.90%	Inc. in the respective items Inc. in the respective items -\$55,000.00
Item #200 - A Total Direct C Markup of Ne Bond Extensi Total Impact Calendar Da No additional Contractor's C	Costs ew Work (Non-existent Line Items @ 15%) ion ( @ 1.90%) t to Project hys Time Extension Required I Contract Time extension is required on the Pertification? I certify this estimate is made in go and complete to the bo	1.90% is Change. od faith, and the supporting documentation is est of my knowledge and belief.	Inc. in the respective items Inc. in the respective items <b>-\$55,000.00</b>



Date: March 4, 2025 Change Request: PCM #02 Change Description: Recapitulation CO Item: #100 - Credits Estimator: DG

Item Description	Qty.	Units	UoM	Unit Rate/Price	Allowable Markup and Bond Extension	Total Cost
Item #13: Construction Entrance	-1.00	-1.00	LS	\$ 5,000.00	100.00%	\$ (5,000.00)
Item #16: Contingency Allowance	-1.00	-1.00	LS	\$ 50,000.00	100.00%	\$ (50,000.00)
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Subtotal: \$

(55,000.00)



Date: March 4, 2025 Change Request: PCM #02 Change Description: Recapitulation CO Item: #200 - Additions Estimator: DG

Item Description	Qty.	Units	UoM	Unit Rate/Price	Allowable Markup and Bond Extension	Total Cost
No additions on Recapitulation CO						\$-
						\$ -
						\$-
						\$-
						\$-
						\$-
						\$-
						\$-
						\$-
						\$-
						\$-
						\$-
						\$-
						\$ -
						\$-
						\$ -
						\$-
						\$-
						\$ -
						\$-
						\$-
						\$-
						\$ -
						\$-
						\$-
						\$-
						\$-
						\$-
						\$-
					Cubtotal	\$-

Subtotal: \$

AGENDA ITEM XIV



# GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

## DATE: May 15, 2025

## SUBJECT: AGENDA ITEM NO. XIV

## PREPARED AND SUBMITTED BY: Paul Sigle, General Manager

## CONSIDER AND ACT UPON A REQUEST FROM THE GRAYSON-COLLIN ELECTRIC COOPERATIVE FOR AN EASEMENT RELATED TO PROPERTY FOR THE CGMA WATER SYSTEM.

## **ISSUE**

Consider and act upon a request from the Grayson-Collin Electric Cooperative for an easement related to property for the CGMA Water System.

## BACKGROUND

Grayson-Collin Electric Cooperative (GCEC) has requested an easement on property owned by the Authority in northern Collin County, located along State Highway 5. This property is held by the Authority for the operation of the CGMA Water System and contains a 24-inch transmission pipeline.

GCEC plans to construct a three-phase underground electrical transmission system that will cross the property. The proposed work includes boring from the west side of State Highway 5, through GTUA's right-of-way, and under the DART railroad. The bore will be at a minimum depth of 20 feet below ground surface and will not impact the CGMA transmission pipeline.

## **CONSIDERATION**

The attached Utility Installation Request and Agreement and easement are in line with past agreements between GCEC and the Authority. The agreement has been review by the Authority's attorney.

## **RECOMMENDATION**

The Authority Staff recommend authorizing the General Manager to execute the agreement and easement with GCEC.



# Utility Installation Request and Agreement

Date:

To the Greater Texoma Utility Authority c/o General Manager 5100 Airport Drive Denison TX 75020-8448

Formal notice is hereby given that Grayson Collin Electric Cooperative, Inc. (the "Cooperative") proposes to place a 25 KV electrical transmission line within the right-of-way of the Greater Texoma Utility Authority ("Authority") in Grayson County, Texas as follows: a tract of land consisting of 0.0373 acres, more or less, more particularly described in the attached Electric Line Easement and Right-of-Way, Exhibit A, field note description and plat, incorporated herein for all purposes.

The Cooperative understands a fee of five hundred dollars (\$500.00) shall be charged by the Authority to pay for the costs associated with review of the Utility Installation Request and Agreement. Any fees associated with required outside consulting services shall be paid by the requestor in addition to the fixed fee.

The Cooperative will construct and maintain the line on the Authority's right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Authority and all governing laws, including, but not limited to, the "Texas Engineering Practice Act, " "Federal Clean Water Act," "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by the Authority, the Cooperative will submit to the Authority proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the Authority's survey data, the relationship to any Authority facilities and the right-of-way line, and location of existing utilities that may be affected by the proposed electrical line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this notice.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and the Cooperative will re-vegetate the project area as required by the Authority's policies.

Our installation shall not damage any part of the Authority's facilities in the right-of-way or associated appurtenances and the Cooperative will make adequate provisions to minimize inconveniences to the traveling public and/or adjacent property owners. In the event the Cooperative fails to comply with any or all of the requirements as set forth herein, the Authority may take such action as it deems appropriate to compel our compliance. It is further understood that the Authority may require us to relocate this line, subject to the provisions of governing laws, by giving thirty (30) days written notice.

The Cooperative agrees to comply with all Texas Department of Transportation (TXDOT) safety and insurance requirements in those circumstances where installation of the facilities will occur within 30' of a TXDOT roadway.

The Cooperative shall not, by our action, or the action of our officers, employees, agents, or contractors take any action which would interfere with the Authority's use of its easement for the transmission of water, and will not interfere or damage any Authority facilities within the easement. In the event of a break, leak or other malfunction of the Authority's facilities within its easement, it shall have the ability to access and correct such problem immediately and the Cooperative shall halt work and provide space as needed to allow the Authority to repair its facilities.

The Cooperative shall give the Authority at least ten (10) business days notice of intent to enter the Authority's easement for construction, inspection, repair, reconstruction or maintenance of our facilities, except in case of an emergency, in which case entry need not be with prior notice, but notice shall be given within 24 hours and as quickly as possible. The Authority shall grant or deny our access within 2 business days of receipt of notice, but permission shall not be unreasonably withheld.

The Cooperative project shall be centered at least 3 feet from the Authority's line to provide adequate separation of our pipeline from any Authority pipeline or related facility.

Upon completion of any construction, inspection, repair, reconstruction, or maintenance activities within the Authority's easement, the Cooperative shall restore the surface of the Authority's easement to a condition as good or better than before construction, to the extent reasonably possible, including damage to any property owners' improvements located within the easement including, but not limited to, fences driveways, drainage channels, utilities or other such improvements.

In the event that the Cooperative, our employees, agents, contractors, or subcontractors damage the Authority's pipeline or any Authority facility located within its easement, during construction, repair or maintenance of our pipeline, the Cooperative shall be responsible for making all necessary repairs to the Authority's facility, and shall immediately give notice to the Authority. The Authority shall decide which entity shall make the repairs to the Authority facilities. If the Cooperative make the repairs, the Authority shall have the right to review and approve the methods of repair and the materials used. If the Authority makes the repairs, the Cooperative shall reimburse the Authority for all of its costs in effecting the repairs and returning the easement and facilities as much as possible to its original condition.

The Cooperative agrees to indemnify, hold harmless and defend the Authority, its agents, servants, employees, officers, directors and attorneys from any damages to the Authority pipeline, or from any and all claims arising by, through, or under this agreement, including, without limitation, claims or causes of action for damages arising out of any act, omission, activity, or occurrence resulting from any action by, or at the direction of us, as well as any claims asserted by any third party form damages or injuries associated with any act, omission, or activity conducted by us, our contractors, employees, agents, subcontractors or other persons acting under our direction or supervision on the above referenced property; said indemnification to include all attorneys fees, costs, and expenses associated with any claims made, or actions brought against the Authority.

The Cooperative agrees to list the Authority as an additional insured on all liability insurance policies during the construction of this project, and during any period in which the Authority easement may be used by us. The Cooperative agrees to; maintain an insurance policy which shall cover any damage to

Authority facilities or injuries to the Authority personnel caused by our activities, in an amount of at least \$2,000,000.

To the extent that the fee owners have any rights which would be affected by this agreement, the Cooperative will secure any such waivers or rights from said fee owners.

Nothing contained in this agreement shall be deemed to confer any right upon us not specifically set forth herein.

This agreement shall not be modified or amended except by an instrument in writing signed by authorized representatives of the parties.

The terms of this agreement shall be binding upon, and inure to the benefit of all parties and their successors and assigns. The Cooperative may not assign our duties and responsibilities under this agreement without obtaining the consent of the Authority.

This agreement shall be governed by the laws of the State of Texas and venue shall be in Grayson County, Texas.

In the event of a breach of this agreement by one party, the other party may give notice to the breaching party of its intent to terminate this agreement. If the breaching party does not cure the breach within 60 days of such notice, then the notifying party shall have the right to terminate this agreement.

Following approval, the Cooperative will begin construction on or after

Additional Provisions and Requirements (for Authority input only)				
٠	General Special Provisions:			
	Are attached			
	Are not attached			
٠	As-built Plans/Certifications of Construction:			
	Are required and shall be certified as accurate by an authorized representative of the company			
	Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer			
	Are not required			
	Certification that utility was installed as approved			
٠	<b>Re-vegetation Special Provisions:</b> In order to minimize erosion and sedimentation resulting from the proposed installation the project area will be re-vegetated:			
	As required by the Authority			

## Authority representative to be notified 48 hours prior to beginning construction: Steve White, Operation Supervisor, (903) 786-4433

If approved, the Cooperative understands that the Cooperative will assume all risks associated with this installation within the Authority's right-of-way. These risks include, but are not limited to, injuries to our workers, damage to contiguous utility lines that may be in the area, injuries or damage resulting from our failure to properly install and maintain the line as shown on plans. Our organization will require contractors employed to construct utility lines to provide insurance to cover any damages incurred during the installation of the utility line.

The Cooperative understands the Authority may place additional provisions and requirements as listed above, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

The Cooperative acknowledges that this Utility Installation Request approval **expires** on the **91**<sup>st</sup> calendar day from the date of issuance, unless otherwise approved, if the Cooperative does not begin our installation by this date. If the Cooperative does not begin our installation within this time frame and still wishes to continue, the Cooperative will re-submit our request in accordance with the prevailing governing laws, rules, regulations and policies at the time of re-submission.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.

<b>Type of Entity:</b>	Legal Status:
Public Entity	
Corporation	
Non-Profit Organization	

REQUESTOR	APPROVED BY THE AUTHORITY
Date:	Date:
By:	By: Paul Sigle
Signature:	Signature:
Title:	Title: General Manager
Address: PO Box 548	Address: 5100 Airport Drive
Van Alstyne, TX 75495-0548	Denison, TX 75020-8448
	(903) 786-4433
Area Code/Telephone Number	Area Code/Telephone Number

## **ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS COUNTY OF COLLIN DATE:

**GRANTOR:** Greater Texoma Utility Authority (GTUA)

GRANTOR'S MAILING ADDRESS:	5100 Airport Drive Denison, Texas 75020
GRANTEE: GRANTEES MAILING ADDRESS:	Grayson Collin Electric Cooperative, Inc. PO Box 548
	Van Alstyne, Texas 75495-0548

**CONSIDERATION:** The provision of electrical service and/or other benefits inuring to GRANTOR and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by Grantor.

**EASEMENT PROPERTY:** 

**Defined Easement.** The EASEMENT PROPERTY is a tract of land consisting of <u>0.0373</u> acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for the PURPOSE herein stated.

**PROJECT:** Electric transmission and/or electric distribution line, consisting of a variable number and sizes of wires, cables and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers and other facilities whether made of wood, metal, or other materials) to consist of the Cooperative's infrastructure. The infrastructure will include, but is not limited to, 25 KV primary cables, secondary cables, secondary pedestals, conduits, vaults and manholes, padmounted sectionalizing enclosures, padmounted transformers, padmounted switchgear and metering equipment as needed to provide Electric Service.

*GRANT*: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR also grants to GRANTEE right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

*PURPOSE:* The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for any use directly related to the PROJECT or financing of the PROJECT, including but not limited to archeological, historical, environmental, or other studies. GRANTEE shall have the right to place supporting structures for use in erecting or repairing the PROJECT. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT Property and right-of-way as may be reasonably necessary in connection with the PURPOSES stated, or any one or more of them relating to the PROJECT, or any part thereof.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE. GRANTEE shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other Purpose stated above relating to the PROJECT, or any part thereof.

*TERM:* The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the GRANTEE for a period of 10 years.

*TREES:* GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated.

**STRUCTURES:** Each of GRANTOR and GRANTEE shall provide to the other party not less than seven (7) days' notice prior to the acting party constructing or locating on the EASEMENT PROPERTY any structure, obstruction or improvement. Such notice shall be provided by telephone to the contact numbers provided in that certain Utility Installation Request and Agreement by and between Grantor and Grantee of even date herewith (the "Intallation Request"). Notwithstanding any provision of this Agreement to the contrary, the notice described herein shall not be required in the event of an emergency situation that requires immediate action by either GRANTOR or GRANTEE, provided however that the acting party shall notify the other party as soon as reasonably possible following such emergency action on the EASEMENT PROPERTY. Such notice and consent shall be required in order to ensure the safety of contractors and to protect the integrity of the supporting structures and/or foundations, as applicable.

**DAMAGES:** It is understood and agreed that each of GRANTOR and GRANTEE shall be liable for actual damages to the EASEMENT PROPERTY or to the other party's facilities, which are directly caused by such party, plus any attorneys' fees directly related thereto. Notwithstanding any provision of this EASEMENT to the contrary, each of GRANTOR and GRANTEE's liability shall be limited to actual damages incurred by such party, and in no event shall either party be liable to the other party, or to any third party claiming by, through or under such party, for and special, consequential, incidental or indirect damages of any kind, however caused and based on whatever theory of liability, whether contract, strict liability, negligence or otherwise arising out of or related to this EASEMENT.

*ELECATION:* Neither GRANTOR nor GRANTEE shall make or cause any changes in grade, elevation, or contour of the land (except those associated with normal agricultural activities) within the easement and right-of-way described herin without first providing not less than seven (7) days' notice prior to such activity. Such notice shall be provided by telephone to the contract numbers provided in the Installation Request. Notwithstanding any provision of this Agreement to the contrary, the notice described herein shall not be required in the event of an emergency situation that requires immediate action by either GRANTOR or GRANTEE, provided however that the acting party shall notify the other party as soon as reasonably possible following such emergency action on the EASEMENT PROPERTY. Such notice and consent shall be required in order to ensure the safety of contractors and to protect the integrity of the supporting structures and/or foundations, as applicable.

*EXCAVATION:* Prior to any excavations, trenching, or other soil disturbing activities by either GRANTOR or GRANTEE, the acting party shall provide not less than seven (7) days' notice prior to such activity. Such notice shall be provided by telephone to the contract numbers provided in the Installation Request. Notwithstanding any provision of this Agreement to the contrary, the notice described herein shall not be required in the event of an emergency situation that requires immediate action by either GRANTOR or GRANTEE, provided however that the acting party shall notify the other party as soon as reasonably possible following such emergency action on the EASEMENT PROPERTY. Such notice and consent shall be required in order to ensure the safety of contractors and to protect the integrity of the supporting structures and/or foundations, as applicable.

RELOCATION: The Cooperative acknowledges that the Authority may require the Cooperative to relocate the line, subject to the provisions of governing laws and in accordance with this paragraph. The Cooperative shall, at the Authority's sole cost and expense, protect, support, disconnect, relocate or remove from the EASEMENT PROPERTY and portion of the electric distribution system after reasonable notice by the Authority due to street widening or straightening projects, including relocation caused by grading, regarding, or the relocation of sanitary sewer lines, storm sewer drainage, or water utility lines in the EEASEMENT PROPERTY made necessary due to such street widening or straightening, provided however that if such relocation is necessary for the installation or operation of any existing or additional Authority facilities, such relocation shall be at the Cooperative's sole cost and expense or at the expense of other governing authority causing such road widening or alteration.

**MINERALS:** GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, an under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's us of the EASEMENT PROPERTY.

**OWNERSHIP:** GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and is removable at the option of the GRANTEE.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and

assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

#### GRANTOR: GREATER TEXOMA UTILITY AUTHORITY

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

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

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, by

\_\_\_\_\_, GRANTOR.

Notary Public, State of Texas

(Printed or Stamped Name of Notary)

My Commission Expires: \_\_\_\_\_

After Recording, Return this Document to:

Grayson Collin Electric Cooperative, Inc. PO Box 548 Van Alstyne, Texas 75495-0548

### J.E. SMITH LAND SURVEYOR, LLC

800 NORTH LOCUST ST., SUITE A Denton, Texas 76201 jesmith@jesmithsurvey.com (940) 465-1100

EASEMENT: G.U.T.A. to G.C.E.C.

PAGE 1 of 2

All that certain tract or parcel of land lying and being situated in the City of Van Alstyne, Collin County, Texas, a part of the NELSON HANEY SURVEY, ABSTRACT NO. 431, and being an easement over and across that certain 12.872 acre tract conveyed to Greater Texoma Utility Authority (G.T.U.A.) by deed recorded under Clerk's Document No. 2006-00010768, said easement is herein described as follows; to wit:

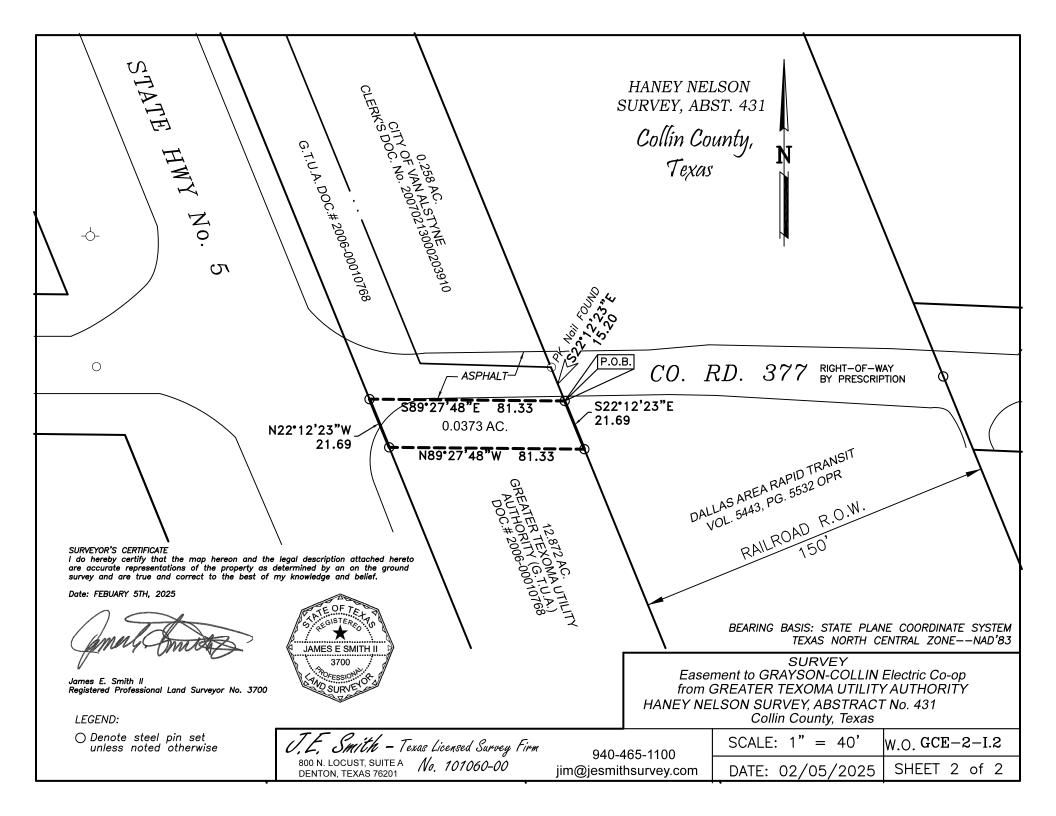
BEGINNING at the northeast corner hereof, a steel pin set in the south edge of the paved surface of County Road 377 and on east line of said 12.872 acre tract, said corner being on the west line of a Railroad right-of-way, said corner bearing south 22 degrees 12 minutes 23 seconds east 15.20 feet from a PK nail found at the southeast corner of a 0.258 acre tract conveyed to the City of Van Alstyne by deed recorded under Clerk's Document No. 20070213000203910;

THENCE along the common line between said 12.872 acre tract and said Railroad right-of-way, south 22 degrees 12 minutes 23 seconds east 21.69 feet to a steel pin set for corner;

THENCE north 89 degrees 27 minutes 48 seconds west 81.33 feet to a steel pin set on the west line of said 12.872 acre tract for the southwest corner hereof, said corner being on the east line of State Highway No. 5;

THENCE along the common line between said Highway and said 12.872 acre tract, north 22 degrees 12 minutes 23 seconds west 21.69 feet to a steel pin set for the northwest corner hereof;

THENCE south 89 degrees 27 minutes 48 seconds east a distance of 81.33 feet to the Place of BEGINNING and containing 0.0373 of an acre of land.



ADJOURN