

**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
JUNE 17, 2021**

**IN-PERSON MEETING LOCATION:
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020**

REMOTE ACCESS AVAILABLE AT:
Join by computer, tablet or smartphone at the following link:
<https://global.gotomeeting.com/join/767266821>

OR

Join by phone 872-240-3212 with access code: 767-266-821

**NOTICE OF PUBLIC MEETING
OF THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY
Monday, June 21, 2021, 12:30 p.m.**

REMOTE ACCESS AVAILABLE AT:

Join by computer, tablet or smartphone at the following link:
<https://global.gotomeeting.com/join/767266821>

Or

Join by phone 872-240-3212 with access code: 767-266-821

Notice is hereby given that, in accordance with Governor Abbott's March 16, 2020, action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of the Board of Directors of the Greater Texoma Utility Authority will hold a Board meeting in-person and via telephone and video conference call beginning at 12:30 p.m. on Monday, June 21, 2021. Please note for in-person attendance that the Board meeting location can only accommodate a limited number of attendees in order to comply with the Governor's proclamation related to in-person gatherings, and that remote access may be required in the event the capacity limitations are reached. Public comment can be provided whether participating in-person or remotely.

Agenda:

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Consent Agenda
* Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- IV. * Consider and act upon approval of Minutes May 17, 2021 Meeting.
- V. * Consider and act upon approval of accrued liabilities for May 2021.
- VI. Consider appointment of a Budget Committee.
- VII. Citizens to be Heard.
- VIII. Consider and act upon authorizing the execution of a Funding Agreement between the City of Van Alstyne and the Greater Texoma Utility Authority.

- IX. Consider and act upon on Change Order No. 4 to the contract with Patterson Professional Services, LLC for the City of Gunter Downtown Wastewater Treatment Plant Replacement Project.
- X. Consider and act upon authorizing the execution of a Funding Agreement between the City of Gunter and the Greater Texoma Utility Authority.
- XI. Consider and act upon authorizing award of contract for the construction of the City of Whitewright Waterline Project.
- XII. Consider and act upon an agreement for water production services with the Randolph Water Supply Corporation
- XIII. City of Sherman 2021 Refunding Summary
- XIV Receive General Manager’s Report: The General Manager will update the Board on operational and other activities of the Authority.
- X. Adjourn.

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

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

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

ATTACHMENT IV

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

MONDAY MAY 17, 2021

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

Members Present: Brad Morgan, Scott Blackerby, Donald Johnston, Stanley Thomas, Matt Brown, Ken Brawley, and Anthony Richardson

Members Absent:

Staff: Drew Satterwhite, Nichole Sims, Tasha Hamilton, and Debi Atkins

General Counsel: Mike Wynne, Wynne and Smith

Bond Counsel Kristen Savant, Norton Rose Fulbright

Visitors: Tom Pruitt, City of Sherman

I. Call to Order

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

II. Pledge of Allegiance

Board Member Matt Brown led the group in the Pledge of Allegiance.

III. Consent Agenda

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

IV. * Consider and act upon approval of Minutes of April 19, 2021 Meeting.

V. * Consider and act upon approval of accrued liabilities for April 2021.

General Manager Drew Satterwhite reviewed the liabilities with the Board.

Board Member Matt Brown made a motion to approve the consent agenda items. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

VI. Citizens to be Heard.

There were no citizens requesting to address the Board.

VII. Receive Quarterly Investment Report.

General Manager Drew Satterwhite reviewed Quarterly Investment Report with the Board. Discussion was held.

VIII. Consider and act upon authorizing award of contract for the construction of the Bear Creek SUD Pump Station #2 Improvement Project.

General Manager Drew Satterwhite provided background information for the Board. The Bear Creek SUD approached the Authority for assistance in obtaining the funding for financing water infrastructure projects. The projects consisted of construction of a new ground storage tank and pump station to replace the existing facilities which are outdated and undersized, and 6,974' and 1,537' of 12" and 16" pipeline to connect the new pump station to the system. A bond issuance was obtained through the Texas Water Development Board's Drinking Water State Revolving Fund for improvement projects in the amount of \$7,490,000. The pipeline project was completed in January 2021. Six bids were received for the construction of a proposed pump station, 2-million-gallon concrete ground storage tank, and all associated piping, paving, electrical, SCADA, and grading. Crescent Contractors, Inc., low bidder in the amount of \$6,673,000.00 was over the budgeted amount. Bear Creek SUD would like to fund the difference, \$1,454,178.59, between the low bid and the amount of funding available through the bond issuance. Due to this circumstance, the next agenda item recommends the execution of a funding agreement so that we can have funds on-hand to award the contract. Board Member Ken Brawley made the motion to award the contract to Crescent Contractors, Inc., contingent upon the Bear Creek SUD taking similar action. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

IX. Consider and act upon authorizing the execution of a Funding Agreement between the Bear Creek SUD and the Greater Texoma Utility Authority.

General Manager Drew Satterwhite informed the Board that for the Authority to legally enter into contract for a construction project, we must have funds available. To satisfy this requirement at the time of award of contract and to provide Bear Creek SUD with a comfort level of depositing the money with the Authority, the Funding Agreement was proposed to Bear Creek SUD. This is essentially the same agreement that has been executed with other entities in the past and the document has been discussed with Bond Counsel and General Counsel. Bear Creek SUD will distribute funds (\$1,454,178.59) to the Authority and the Authority will use the funds for funding the construction project only. Board Member Scott Blackerby made the motion to authorize the execution of the Funding Agreement. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

X. Consider and act upon authorizing the execution of Change Order No. 3 for the City of Paradise Water Line Extension and Elevated Storage Tank Improvements Project with Patterson Professional Services.

General Manager Drew Satterwhite provided background information for the Board. The City of Paradise requested assistance in obtaining funding to construct approximately 17,000' of 6"

water line. Patterson Professional Services was awarded the contract in the amount of \$1,060,395.00. Change Order No. 1 included a new FRP building for housing the chloramination feed equipment instead of retrofitting the existing building at an increase of \$7,000 to \$1,067,395.00. Change Order No. 2 included 100' of 2" bore to extend 1" water service, 160' of 8" bore due to a difficult tie-in under drainage pipe at an increase of \$88,174.00 to \$1,155,569.00. Change Order No. 3 consists of 1) Converting the elevated storage tank to a "top-fill" which will further help water age issues in their system by constructing approximately 100' of 8" stainless steel water line, and 2) adding a fire hydrant that was shown on the plans, but the quantities in the bid form were miscounted. Change Order No. 3 would increase the contract price by \$111,000 to a revised contract amount of \$1,266,569.00. Board Member Donald Johnston made a motion to authorize the execution of Change Order No. 3 to the contract with Patterson Professional Services, LLC. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- XI. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Bells Water/Wastewater system Improvements Project).

General Manager Drew Satterwhite provided background information for the Board. The City of Bells requested assistance in obtaining funding for their wastewater and water systems. Due to changes in the SRF program and discussions with TWDB, the Authority staff proposed to pursue funding through the Texas Water Development Fund. A similar resolution was approved by the Board at the February 2021 meeting. Since that time, the City of Bells has been notified by TCEQ that they no longer meet the 0.6 gallons per minute (gpm) per connection rule on their water system. This rule requires water providers to have 0.6 gpm of water production per connection. The City of Bells now needs an additional water well, ground storage tank and pump station to come into compliance with TCEQ. The project was discussed at the City of Bells April Council Meeting. The council voted unanimously to pursue the additional funding. The application is to be filed with the Texas Water Development Board in an amount not to exceed \$7,200,000.00 to provide for the costs of improvements to the City of Bell's Water/Wastewater System. Board Member Donald Johnston made the motion to approve the Resolution requesting financial assistance. Board Member Matt Brown seconded the motion. Motion passed unanimously.

- XII. Consider all matters incident and related to the issuance, sale and delivery of "Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2021 (City of Sherman Project)", including the adoption of a resolution authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the Authority.

General Manager Drew Satterwhite provided background information for the Board. Garry Kimball of Specialized Public Finance notified the Authority that there was an opportunity to refund three outstanding bond series (2010, 2011 and 2012) issued by the Authority on behalf of the City of Sherman to achieve savings of approximately \$761,289. The City of Sherman Council will consider ratifying the bond issuance in June following the pricing of the bond series. Board Member Scott Blackerby made the motion to authorize the adoption of a resolution for the General Manager to operate as pricing manager for the sale of the bonds. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XIII. Consider and act upon authorizing award of contract for the construction of the City of Sherman Post Oak WWTP Operations Building Improvements Project.

General Manager Drew Satterwhite provided background information for the Board. In January of 2020, the Board authorized the issuance of \$13,595,000 through the TWDB's CWSRF program to construct several projects in the City of Sherman's wastewater system. This project consists of remodeling the existing Operations Building to include new laboratory, office, storage, and support space, window and door replacement, and electrical system upgrades. Building additions include locker rooms, restrooms, accessible entrances, and drive-through service entrance. Site improvements include new driveways, accessible parking and sidewalks, utility connections, and a new antenna mast. The low bidder was Piazza Construction LLC in the amount of \$1,258,637.00. The construction cannot proceed until January 2022 due to the long lead times on construction materials. Board Member Matt Brown made the motion to award contract to Piazza Construction LLC in the amount of \$1,258,637.00, contingent upon the Sherman City Council taking similar action. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XIV. Consider and act upon authorizing award of contract and Change Order No. 1 for the construction of the City of Sherman WWTP Storm Water Management Project.

General Manager Drew Satterwhite provided background information for the Board. In January of 2020, the Board authorized the issuance of \$13,595,000 through the TWDB's CWSRF program to construct several projects in the City of Sherman's wastewater system. This project includes a large earthen detention basin, a storm water pump station, a 24" pipeline to the west sludge storage & dewatering basin and accompanying electrical and control work. Replacement of an existing drainage ditch/road crossing, demolition of existing pump station, modifications to existing piping and underground electrical lines is also included. One bid was received from Lynn Vessels Construction, LLC in the amount of \$1,117,488.42 was over budgeted amount. Freeman Millican and the contractor worked to value engineer the project and reduce the costs resulting in Change Order No. 1 which includes a modified design on the pump station and several other items such as sodding, adding additional pavement and deletion of a gravel road. Board Member Donald Johnston made the motion to award contract to Lynn Vessels Construction in the amount of \$1,117,488.42 and authorizing Change Order No. 1 which would reduce the contract amount to \$933,334. Both actions are contingent upon the Sherman City Council taking similar action. Board Member Anthony Richardson seconded the motion. Motion passed unanimously.

XV. Consider and act upon authorizing award of contract for the construction of the City of Sherman Northwest Sherman Force Main and Gravity Sewer.

General Manager Drew Satterwhite provided background information for the Board. This project includes 8", 12" & 15" sewer lines in the Preston Club Development. 15" and 18" sewer lines extend downstream to a sewer lift station located to serve the area around the intersection of US 82 and SH 289. A 10" sewer force main follows the sewers back through the development and over the ridge line to a short 12" sewer line connecting to an existing Sand Creek 12" Sewer. Lynn Vessels Construction was the lowest bidder in the amount of

\$1,608,996.56. Board Member Donald Johnston made the motion to award contract to Lynn Vessels Construction in the amount of \$1,608,996.56, contingent upon the Sherman City Council taking similar action. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XVI. Consider and act upon authorizing award of contract for the construction of the City of Sherman Northwest Sherman Lift Station.

General Manager Drew Satterwhite provided background information for the Board. This project includes high head submersible pumps to lift sewage about 200 vertical feet through over 2 miles of 10" force main. Digital controls and instrumentation are provided for operation of the remote un-manned facility. Communications with the Sherman water treatment plant are included to permit monitoring and operator over-ride from the plant control room when needed. About ½ mile of gravel access road and a 1" water line is included from Naylor Lane. Three phase power service will be extended along the access easement by Grayson Collin Electric Co-op (GCEC) as a separate cost to Sherman. This project also contained an additive alternate bid item to add harmonic filters on the variable frequency drives to minimize degraded power to nearby GCEC customers. Lyn Vessels Construction was the lowest bidder in the amount of \$735,517.05. Board Member Scott Blackerby made the motion to award contract, base bid and additive alternate, to Lynn Vessels Construction in the amount of \$735,517.05, contingent upon the Sherman City Council taking similar action. Board Member Matt Brown seconded the motion. Motion passed unanimously.

XVII. Consider and act upon Change Order No. 4 to the contract with Patterson Professional Services, LLC for the City of Gunter Downtown Wastewater Treatment Plant Replacement Project.

General Manager Drew Satterwhite provided background information for the Board. Change Order No. 4 includes 1) adding mufflers to the newly installed blowers to ease noise complaints from nearby residents, 2) extend walls of bar screen to prevent overflows during high flow events, and 3) to reconcile quantities of sludge that were removed from old ponds. In regard to the ponds, the engineer didn't have as-built drawings on the plant, so they had to make an educated guess on the bid quantities. The contractor was required to survey after the ponds were cleaned so that the quantities were correct. Unfortunately, the pond was a lot deeper than anticipated which resulted in a significant amount of sludge having to be removed. Change Order No. 4 would result in an increase of \$288,750.00 resulting in a revised contract amount of \$2,199,947.50. Board Member Matt Brown made the motion to approve Change Order No. 4 to the contract with Patterson Professional Services in the amount of \$288,750.00 resulting in a revised contract amount of \$2,199,947.50 contingent upon the City of Gunter's approval and having funds in our account to cover the full costs. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XVIII. Consider and act upon authorizing the execution of a Funding Agreement between the City of Gunter and the Greater Texoma Utility Authority.

General Manager Drew Satterwhite provided background information for the Board. The Authority does not have enough in bond contingencies to cover the full costs of Change Order No. 4. We currently have \$105,917 left in contingencies leaving a shortfall of \$182,833.00. Therefore, a contribution from the City of Gunter will be required. For the Authority to legally

enter into contract for a construction project, we must have funds available. To satisfy this requirement at the time of Change Order No. 4 execution and to provide the City of Gunter with a comfort level of depositing the money with the Authority, the Funding Agreement was proposed to the City of Gunter. The City of Gunter will distribute \$182,833.00 to the Authority and the Authority will use the funds for funding of the construction project only. Board Member Scott Blackerby made the motion to authorize the execution of the Funding Agreement. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XIX. Consider and act upon authorizing award of contract for the construction of the City of Van Alstyne’s Water Distribution System Well Site and Disinfection Improvements Project.

General Manager Drew Satterwhite provided background information for the Board. The project which included disinfection facilities at all six of the City’s well sites had no bidders submit proposals. The City’s well site No. 1 is located at a city park that is currently under construction. The park contractor needs the old facilities out of the way so they can complete their project which makes the Well No. 1 portion an urgent need. Since no bidders showed up, Van Alstyne requested that we use the emergency provisions available to us through the local government code and requested that the engineer find a contractor that would be willing to give us a fair price. This contract would include disinfection facilities, SCADA, electrical, new pumps, motors, VFDs, and a building for the pumps at well site No. 1. A proposal in the amount of \$459,704.00 was received from MVA Associates for the above-described work. The Authority only has \$328,718.00 remaining for construction in the bond issuance which means the City will have to provide \$130,986.00 in funding for the Authority to hold prior to awarding contract. The City council voted on April 11, 2021 to authorize award and to deposit \$130,986.00 with the Authority for the project. Board Member Ken Brawley made the motion to award contract to MVA Associates, in the amount not-to-exceed \$459,704, contingent upon receipt of funds from Van Alstyne. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

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

General Manager Drew Satterwhite updated the Board on the following:
CGMA pipeline
Bolivar Bond

XXI. Adjourn

Board Member Donald Johnston made the motion to adjourn. Board Member Matt Brown seconded the motion. Motion passed unanimously. Board President Brad Morgan declared the meeting adjourned at 1:34 p.m.

#####

Recording Secretary

Secretary-Treasurer

ATTACHMENT V

RESOLUTION NO. _____

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

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
<u>Fuel and Reimbursements for Mileage</u>			
Nichole Sims (Reimbursement for mileage)	57.68		
Velma Starks (Reimbursement for mileage)	39.77		
ExxonMobil (Fuel - operations vehicles)	517.99		
Drew Satterwhite (Fuel)	33.64		
Shell Fleet (Fuel - operations vehicles)	206.59		
Valero Fleet (Fuel - operations vehicles)	440.19		
<u>Insurance</u>			
Drew Satterwhite (2017 Ford F150)			
TWCA Risk Management (Liability insurance)			
TWCA Risk Management (Workers' compensation insurance, May)	841.00		
TWCA Risk Management (Workers' compensation insurance, June)	843.00		
<u>Leases/Rental Fees</u>			
North Texas Regional Airport (Lease - administrative offices, May)	2,266.08		
North Texas Regional Airport (Lease - administrative offices, June)	2,266.08		
<u>Maintenance Agreements</u>			
Nova Tech (Konica-Minolta copier)	290.18		
<u>Meetings and Conferences</u>			
Feast on This (BOD Lunches)	195.00		
<u>Postage</u>			
United States Postal Service (Refill meter)	500.00		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
Gonzalez Landscape (Lawn Care)	204.16		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Whistlestop Car Spa - (Oil Changes, truck washes for AM, DT, & WE trucks)	187.78		
<u>Supplies</u>			
American Express (General Office Supplies, toner, drum, log me in, Zoom)	299.70		
Bank of Texas Visa (General Office Supplies, GoDaddy Email Essentials renewal & Adobe Pro)	722.73		
Buffalo Business Pros (General Office Supplies, Batteries)	60.21		
Office Depot (General Office Supplies, copier paper, toner)	443.04		
Hillerby Printing (Letterhead #10 window business envelopes)	184.02		
Exxon/Mobil (Field supplies - ice)	8.60		
<u>Utilities</u>			
Sparklight (Internet)	129.44		
AT & T Wireless (cell phone)	78.30		
City of Denison (Water)	204.25		
City of Sherman (Trash services)	85.00		
8x8, Inc.(phone lines - local & long distance)	187.39		
MP2 Energy Texas	354.18		
ATMOS Energy	116.13		
TOTAL:	\$ 12,347.13	\$ 9,060.48	\$ 7,766.57
SOLID WASTE:			
<u>Fuel</u>			
ExxonMobil (Fuel - operations vehicles)	37.13		
<u>Utilities</u>			
Grayson-Collin Electric	132.80		
Starr Water Supply	60.30		
TOTAL:	\$ 230.23	\$ 601.81	\$ 231.02

	CURRENT	PRIOR MONTH	PRIOR YEAR
WASTEWATER:			
<u>Advertising</u>			
Star Local Media (Sherman 2017 - N.W. Lift Station notice for bids.)	1,036.00		
Star Local Media (Sherman 2019 - N.W. Sewer and Force Main notice for bids)	1,036.00		
<u>Construction Contracts</u>			
Lynn Vessels (Sherman 2020 - WWTP Storm Water Management plan. Pay App #9)	80,182.86		
Red River Construction (Kaufman 2019 - WWTP Improvements. Pay App #8)	286,145.74		
Patterson Professional (Gunter 2018 - WWTP improvements. Pay App #22)	22,561.15		
<u>Engineering Fees</u>			
Freeman-Millican (Sherman 2017 - N.W. Sewer & Force Main 100% complete)	17,460.00		
Freeman-Millican (Sherman 2017 - WWTP Storm Water Mgmt project. 80% Construction Admin. complete.)	1,738.00		
Freeman-Millican (Sherman 2021 - Architecture & Engineering for Lab and Service Bldgs. Addition & Remodel)	10,638.00		
Freese & Nichols (Sherman 2021 - WWTP Master Plan. Engineering services March-April)	26,550.50		
Plummer (Pottsboro 2019 - WWTP PH2 82.25% detailed design complete)	128,163.89		
Plummer (Pottsboro 2019 - WWTP PH2 Engineering Services through April)	162.82		
<u>Paving Agent Fees</u>			
Bank of Texas Trust (Anna / Melissa GRETEXUACRB06 6/1/21)	475.00		
Bank of Texas Trust (Anna / Melissa GTUACRBS07AM 6/1/21)	475.00		
Bank of Texas Trust (Melissa 2009 GTUACRBMP09A 6/1/21)	300.00		
Bank of Texas Trust (Melissa 2009B GTUACRBMP09B 6/1/21)	300.00		
Bank of Texas Trust (Van Alstyne 2014B GTUAVANAL14B 6/1/21)	300.00		
TOTAL:	\$ 577,524.96	\$ 1,610,902.94	\$ 141,557.00
WATER:			
<u>Construction Costs</u>			
Associated Construction (Princeton 2018 - Forest Grove Pump Station Improvements. Pay App #20)	709,200.15		
Patterson Professional (Paradise 2018 - Water Line Extension project. Pay App # 11)	13,941.25		
THI (Krum 2017 - Masch Branch Water Well. Pay App #3)	243,524.90		
<u>Engineering Fees</u>			
City of Princeton (Princeton 2018 - Forest Grove Pump Station engineering fees through March)	4,232.50		
Freeman-Millican (Sherman 2019 - US 75 & Travis Street waterline replacement project)	8,619.00		
Fugro USA (Princeton 2018 - Forest Grove Pump Station inspection fees)	2,065.00		
Hayter Engineering (Sherman 2021 - Legacy Surface Water Line engineering fees)	20,339.05		
Garver (Sherman 2021 - Ida Rd Ground Storage tank. Engineering services through April 2021)	26,560.70		
<u>Groundwater</u>			
8x8, Inc. (NTGCD - 800 line, local & long distance)	187.39		
8x8, Inc. (RRGCD - 800 line, local & long distance)	187.39		
American Express (NTGCD - Invoiced A/R application & TAGD)	190.00		
American Express (RRGCD - Invoiced A/R application & TAGD)	190.00		
AT & T Mobility (NTGCD - W. Parkman - cell phone)	72.30		
Allen Burks (RRGCD - cell phone reimbursement)	25.00		
Allen Burks (NTGCD - mileage)	16.80		
Bank of Texas Visa (NTGCD - BOD meeting / lunch Kathleen's Kitchen)	159.51		
Bank of Texas Visa (RRGCD - BOD meeting / lunch Chick-Fil-A)	130.38		
Exxon/Mobil (NTGCD - Fuel, W. Parkman)	148.92		
Shell (NTGCD - Fuel, A. Burks)	45.72		
Velma Starks (NTGCD - mileage reimbursement)	19.25		
Velma Starks (RRGCD - mileage reimbursement)	24.54		
Whistlestop Car Spa (NTGCD - Oil Change LP 1397007)	98.24		
<u>Legal</u>			
Wynne & Smith (Gunter 2018 - Legion Liens and unconditional waivers)	245.00		
Wynne & Smith (April General Legal Counsel)	390.00		
<u>Miscellaneous</u>			
Gonzalez Landscape (Sherman 2012 Ref - Pump Station, Corp Property - mowing)	204.16		
<u>Paving Agent Fees</u>			
Bank of Texas Trust (Dorchester GRETEUTIL02 6/1/21)	200.00		
Bank of Texas Trust (Van Alstyne 2014A GTUAVANAL14A 6/1/21)	300.00		
Bank of Texas Trust (Van Alstyne 2015 GTUAVANAL15 6/1/21)	300.00		
<u>CGMA Repair & Maintenance</u>			
City of Denison Lab (CGMA - Water Tests)	21.00		
Electric Actuator Service of Texas (CGMA - Fixed actuator at pump station & accessed flood damage at VA vault.)	700.00		
ICS (CGMA - Repaired Micro 820 PLC on Pump #2)	332.60		

	CURRENT	PRIOR MONTH	PRIOR YEAR
ICS (CGMA - Service call to repair soft start on #3 pump)	10,351.88		
Gonzalez Landscape (CGMA - Howe Tank Site)	141.66		
Lowe's (CGMA- Sump pumps, 39 gallon trash bags)	421.61		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.83		
<u>CGMA Utilities</u>			
AT & T Mobility (CGMA emergency back up lines)	112.46		
AT & T U-Verse (Bloomdale Pump Station)	96.42		
North Texas Municipal Water District (Water Usage)	228,980.00		
MP2 Energy Texas	8,091.66		
TOTAL:	<u>\$ 1,281,247.27</u>	<u>\$ 1,770,097.33</u>	<u>\$ 883,143.20</u>
GRAND TOTAL:	<u>\$ 1,871,349.59</u>	<u>\$ 3,390,662.56</u>	<u>\$ 1,032,697.79</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 _____, _____ by the following vote:

AYE:
NAY:

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

President

ATTEST:

Secretary/Treasurer

ATTACHMENT VIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: June 9, 2021

SUBJECT: AGENDA ITEM NO. VIII

CONSIDER AND ACT UPON AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT BETWEEN THE CITY OF VAN ALSTYNE AND THE GREATER TEXOMA UTILITY AUTHORITY.

ISSUE

Consider and act upon a Funding Agreement with the City of Van Alstyne for the City of Van Alstyne Water Distribution System Well Site and Disinfection Improvements Project.

BACKGROUND

The Authority, on behalf of the City of Van Alstyne is financing and administering the construction of the Water Distribution System Well Site and Disinfection Improvements Project. In March 2015, the Board authorized a bond resolution through the Texas Water Development Board's Drinking Water State Revolving Fund for \$2,875,000 to fund the construction of the City of Van Alstyne water system projects. This bond issuance was intended to fund the laboratory analysis for blending of surface and well water, chemical feed modifications at each City well, a pump station, and a transmission pipeline to deliver the surface water to the city. The laboratory analysis and transmission pipeline projects are now complete.

We held a bid opening on April 6, 2020 for a more extensive project which included disinfection facilities at all six (6) of the City's well sites. We had zero (0) bidders submit proposals. That project included providing final details and drawings and the construction of system improvements at each of well sites and installation of new disinfection facilities for the City of Van Alstyne's conversion to a chloramine disinfection process. The project also included 7 bid alternates for additional water pumping and distribution facilities at each of the City of Van Alstyne well sites.

The City's well site No. 1 is located at a City park that is currently under construction. The park contractor needs the old facilities out of the way so they can complete their project which makes the Well No. 1 portion an urgent need. Due to the fact that no bidders showed up, Van Alstyne requested that we use the emergency provisions available to us through the local government code and requested that the engineer find a contractor that would be willing to give us a fair price. This contract includes disinfection facilities, SCADA, electrical, new pumps, motors, VFDs, and a building for the pumps at well site No. 1.

CONSIDERATIONS

At the May 2021 meeting, the Board authorized award of contract to MVA Associates in the amount of \$459,704.00 from MVA Associates for the above-described work. As discussed at that meeting, the Authority only has \$328,718.00 remaining for construction in the bond issuance which means the City had to provide \$130,986.00 in funding for the Authority.

The City council voted on April 11, 2021 to authorize award and to deposit \$130,986.00 with the Authority for the project. After further discussions with the City, they were in favor of the idea of having a funding agreement in place for their comfort.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

This is essentially the same agreement that has been executed with other entities in the past and the document has been discussed with Bond Counsel and General Counsel.

STAFF RECOMMENDATIONS

Staff recommends authorizing the execution of the Funding Agreement between the Authority and the City of Van Alstyne.

ATTACHMENTS

Funding Agreement

PREPARED AND SUBMITTED BY:

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

Drew Satterwhite, P.E. General Manager

STATE OF TEXAS

§

§

COUNTY OF GRAYSON

§

AGREEMENT
CITY OF VAN ALSTYNE’S WATER DISTRIBUTION SYSTEM
WELL SITE AND DISINFECTION IMPROVEMENTS

This Agreement is entered into by and between the City of Van Alstyne, and the Greater Texoma Utility Authority, a conservation and reclamation authority and political subdivision formed pursuant to Chapter 8283 of the Texas Special District Local Laws Code (“Authority”), (“Agreement”).

WHEREAS, City of Van Alstyne has a necessity to award the contract to construct their Water Distribution System Well Site and Disinfection Improvements; and

WHEREAS, City of Van Alstyne has previously signed a Water and Sewer Facilities Contract dated April 17, 2006, wherein the Authority agreed to assume responsibility for construction of water system improvements as defined in said Contract which will benefit City of Van Alstyne (“Contract”); and

WHEREAS, the Authority has requested Two Million Eight Hundred Seventy Five Thousand Dollars and No/100 (\$2,875,000.00) in financial assistance from the Texas Water Development Board (“TWDB”), to be utilized on City of Van Alstyne’s Water Distribution System Well Site and Disinfection Improvements (“Project”); and

WHEREAS, the TWDB Bond Issuance has a total of \$328,718.00 remaining available for construction contingencies on the City of Van Alstyne’s Project; and

WHEREAS, Bids for the costs of construction, make the contract value in excess of the budgeted amount available from the Bond Issuance; and

WHEREAS, in accordance with the terms of the Contract and this Agreement, the City of Van Alstyne has agreed to provide funds in the amount set forth in Section 1 below in order to fund the difference between budgeted amounts in the TWDB Bond Issuance and the revised contract for City of Van Alstyne’s Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference, the mutual covenants expressed herein and the mutual benefits to the parties created by the Contract dated April 17, 2006, in addition to the terms of the Contract, it is agreed by and between the Authority and City of Van Alstyne, as follows:

1. City of Van Alstyne agrees to issue payment in the amount of \$130,986.00 to "GTUA/City of Van Alstyne 2015 Fund (City of Van Alstyne Project)" at 5100 Airport Drive,

Denison, Texas 75020 to be placed in the Construction Fund Account, pursuant to the terms of the Contract, including without limitation, Article III, Section 3.01 of the Contract. These funds received by the Authority will not be used for any other purpose, but will be used for the sole purpose of making payments for the Project improvements to City of Van Alstyne's Water Distribution System, under the terms of the Contract in order to pay Project costs incurred pursuant to agreements between the Authority and the chosen contractor. Any funds paid by City of Van Alstyne to the Authority in excess of the Project costs shall be refunded to City of Van Alstyne within thirty (30) days of completion of the Project. All funds paid by City of Van Alstyne shall be paid from current revenues legally available, and the parties agree that such funds fairly and adequately compensate the Authority for the services provided under this Agreement and the Contract.

2. The Authority will award all construction contracts subject to City of Van Alstyne's approval and will utilize the funds for the sole purpose of paying the cost of acquiring, constructing, improving, extending, enlarging, and repairing the Project in accordance with the terms of the Contract and this Agreement.

3. The terms of this Agreement shall be cumulative with the terms of the Contract, and in the event of a conflict between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall control.

THIS AGREEMENT WAS APPROVED BY THE RESPECTIVE GOVERNING BODIES WITH THE UNDERSIGNED PROPERLY AUTHORIZED TO EXECUTE IN THEIR BEHALF AS OF THIS ____ DAY OF _____, 2021

CITY OF VAN ALSTYNE
AUTHORITY

GREATER TEXOMA UTILITY

By: _____
Mayor

By: _____
President

ATTEST

ATTEST

Secretary
(SEAL)

Secretary-Treasurer
(SEAL)

ATTACHMENT IX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: June 15, 2021

SUBJECT: AGENDA ITEM NO. IX

**CONSIDER AND ACT UPON CHANGE ORDER NO. 4 TO THE CONTRACT WITH PATTERSON
PROFESSIONAL SERVICES, LLC FOR THE CITY OF GUNTER DOWNTOWN WASTEWATER TREATMENT
PLANT REPLACEMENT PROJECT**

ISSUE

Consider and act upon Change Order No. 4 to the contract with Patterson Professional Services, LLC for the City of Gunter Downtown Wastewater Treatment Plant Replacement Project.

BACKGROUND

The Authority, on behalf of the City of Gunter is financing and administering the construction of a new Wastewater Treatment Plant ("WWTP"). The new WWTP is necessary to meet the new effluent requirements from their discharge permit issued by the Texas Commission on Environment Quality ("TCEQ"). This permit was renewed in 2017 and the City has three (3) years from the date of issuance to get in compliance with the new permit.

At the February 2018 meeting, the Board of Directors authorized the issuance of \$2,300,000 through the TWDB's CWSRF program. The Authority was able to procure a special class of CWSRF funds, Equivalency Funds, which offer an interest rate subsidy of 1.65% which brought the interest rate down to 1.77% for a 20-year term. The TWDB estimated that Gunter would save approximately \$359,000 over the life of the loan by using the CWSRF.

At the July 2018 meeting, the Board Authorized award of contract to Patterson Professional Services, LLC in the amount of \$1,814,097.50. Construction of the project progressed despite the wet weather the contractor encountered. Following the construction of the tank at the WWTP, it became apparent to the City that the original gate entrance and access road would no longer be usable. There was minimal room for vehicles to maneuver and the chlorine building was on the back side of the tank making delivery of the Chlorine difficult. As a result, the City requested the Engineer and Contractor develop a change order that would add a new access gate and road for the WWTP facility. Change Order No. 1 included the addition of a crushed stone access drive and parking area along with the addition of manual double swing gates at a cost of \$14,000.00. Change Order No. 1 resulted in a revised contract amount of \$1,828,097.50.

Change Order No. 2 resulted in an increase of \$48,600 and consisted of 1) moving the main electric service from over the generator to meet code, 2) adding a valve for the sludge pump to allow for easier maintenance in the future, 3) relocating the fence per the Cities' request, and 4) Increasing the size of the blower cover to shelter all blowers and the sludge pump.

Change Order No. 3 resulted in an increase of \$34,500.00 and consisted of 1) tapping the last manhole before the lift station 8' below the surface with an 8" PVC line that is ran to the pond and pour a 4'X4' Square around the end of the pipe allowing sewage to flow into the pond if the lift station fails., 2) building a structure with steel piers and a 40' long walkway with safety rails over the pond. 3) suspending a 2" steel line (force main) running back to the lift station with a small pump to bring water back into the plant slowly.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

Change Order No.4 was approved at the May 2021 meeting, but since that time the manufacturer of the bar screen has agreed to make the improvements to the bar screen at no cost. Change Order No. 4 now includes 1) adding mufflers to the newly installed blowers to ease noise complaints from nearby residents, 2) reconciling quantities of sludge that were removed from old ponds. In regard to the ponds, the engineer didn't have as-built drawings on the plant, so they had to make an educated guess on the bid quantities. The contractor was required to survey after the ponds were cleaned so that the quantities were correct. Unfortunately, the pond was a lot deeper than anticipated which resulted in a significant amount of sludge having to be removed. Change Order No. 4 would result in an increase of \$285,550.00 resulting in a revised contract amount t of \$2,196,747.50.

CONSIDERATIONS

The City of Gunter will be considering this item at their June Council meeting.

STAFF RECOMMENDATIONS

Contingent upon the City of Gunter's approval and having funds in our account to cover the full costs, the staff recommends approving Change Order No. 4 to the contract with Patterson Professional Services in the amount of \$285,550.00 resulting in a revised contract amount t of \$2,196,747.50.

ATTACHEMNTS

Change Order No. 4

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

CONSTRUCTION CONTRACT CHANGE ORDER #4

May 25, 2021

City of Gunter, Texas
105 North 4th Street
Gunter, TX 75058

Change Order: 4 (R1)
Owner: GTUA / City of Gunter
Project: Downtown WWTP Replacement Project
Executed: September 18, 2018
Contractor: Patterson Professional Services
Attachments: None

A. CHANGE IN SCOPE / QUANTITIES

The following item have been added to the contract:

1. Due to complaints from the Citizens of the City of Gunter regarding the noise being omitted from the blower units on the WWTP, the City would like to add sound suppressing mufflers to the three blower units. The cost includes the mufflers, freight for delivery, crane for installation, spool pieces, stainless steel bolts, gaskets, concrete support piers, and labor.
2. The original quantity of 8,075 CY of waste sludge to be removed from the 4 ponds was an estimate based on assumptions of the depth of sludge. No records of the pond depths are available. Taking depth readings of the sludge was not feasible due to the ponds being active, filled with wastewater, and the potential of damaging the pond clay liner. During the removal operation the contractor discovered that the waste sludge was deeper than anticipated and pond 3 specifically was much deeper. The total quantity of 15,695 CY of sludge removed has been confirmed by topographic survey. The additional sludge removed has also resulted in an additional 7,620 CY of fill dirt to fill in the ponds. The contractor has voluntary stated that he would not charge the City for the additional fill dirt valued at \$91,440 per the contract.

QUANTITY SUMMARY					
NO.	DESCRIPTION	QUANTITY CHANGE	UNIT	UNIT PRICE	EXTENDED PRICE
CO4-1	Add sound mufflers to the 3 blowers	1	LS	\$ 18,850	\$ 18,850
CO4-2	Additional Sludge Removal	7620	CY	\$ 35.00	\$ 266,700
TOTAL					\$ 285,550

B. CHANGE IN COMPENSATION

Original Contract Amount:	\$	1,814,097.50
Change Order #1:	\$	14,000.00
Change Order #2	\$	48,600.00
Change Order #3	\$	34,500.00
Change Order #4	\$	285,550.00

Revised Contract Amount: \$ 2,196,747.50

C. CHANGE IN SCHEDULE

This change order will require 90 days from the Notice to Proceed.

D. TERMS & CONDITIONS

This change order does not change the remaining scope as stated in the original contract. All terms & conditions of the original contract remain in effect.

E. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

OWNER**CITY OF GUNTER, TEXAS**

Signature: _____

Date: _____

Name: _____

Title: _____

GREATER TEXOMA UTILITY AUTHORITY

Signature: _____

Date: _____

Name: _____

Title: _____

CONTRACTOR**PATTERSON PROFESSIONAL SERVICES**

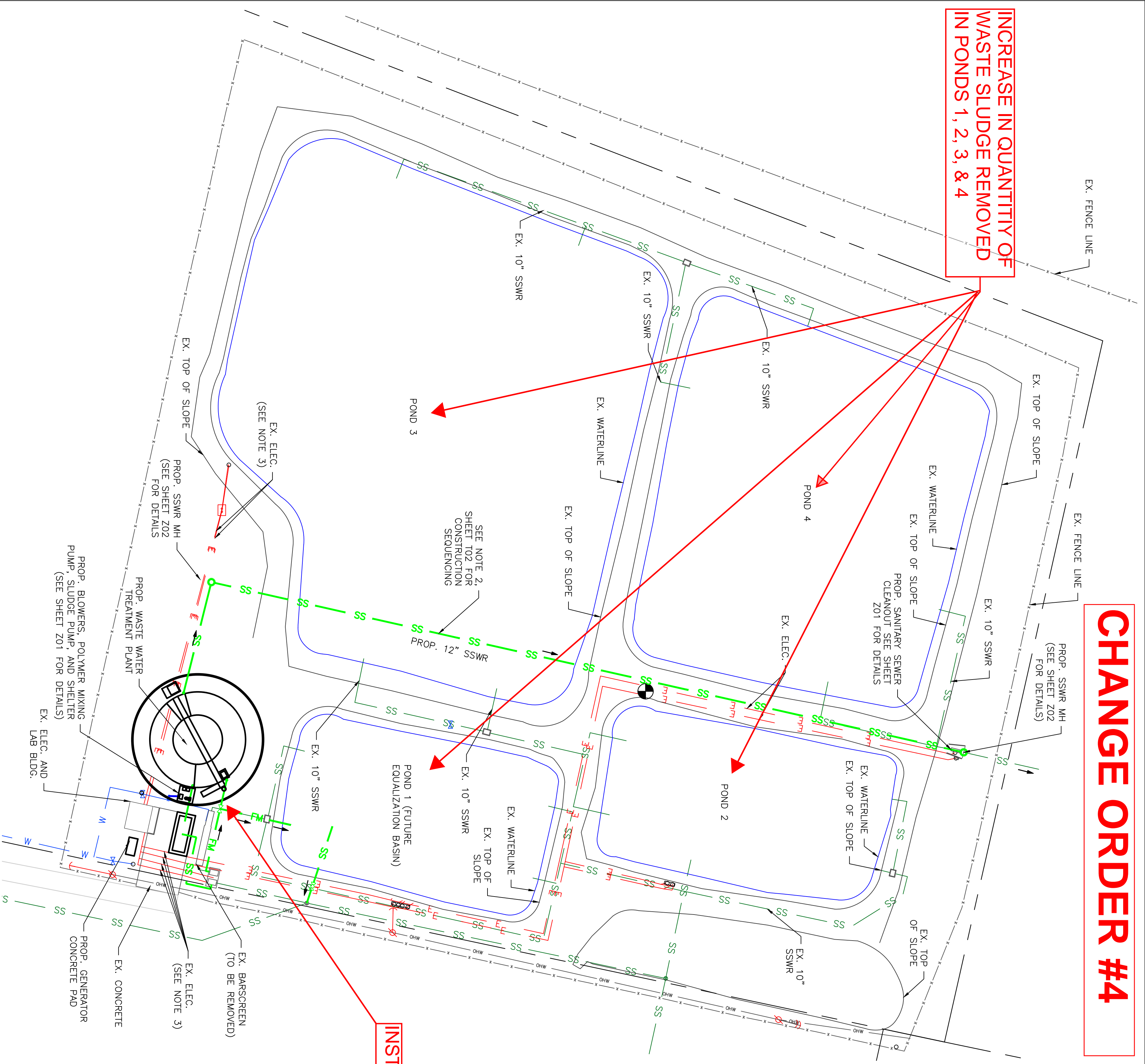
Signature: _____

Date: _____

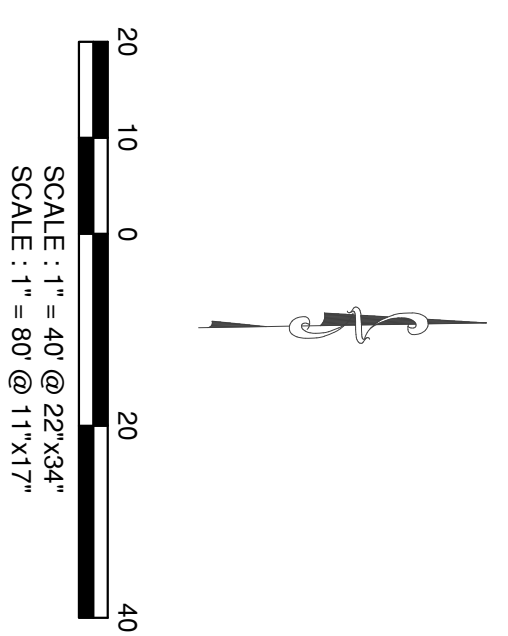
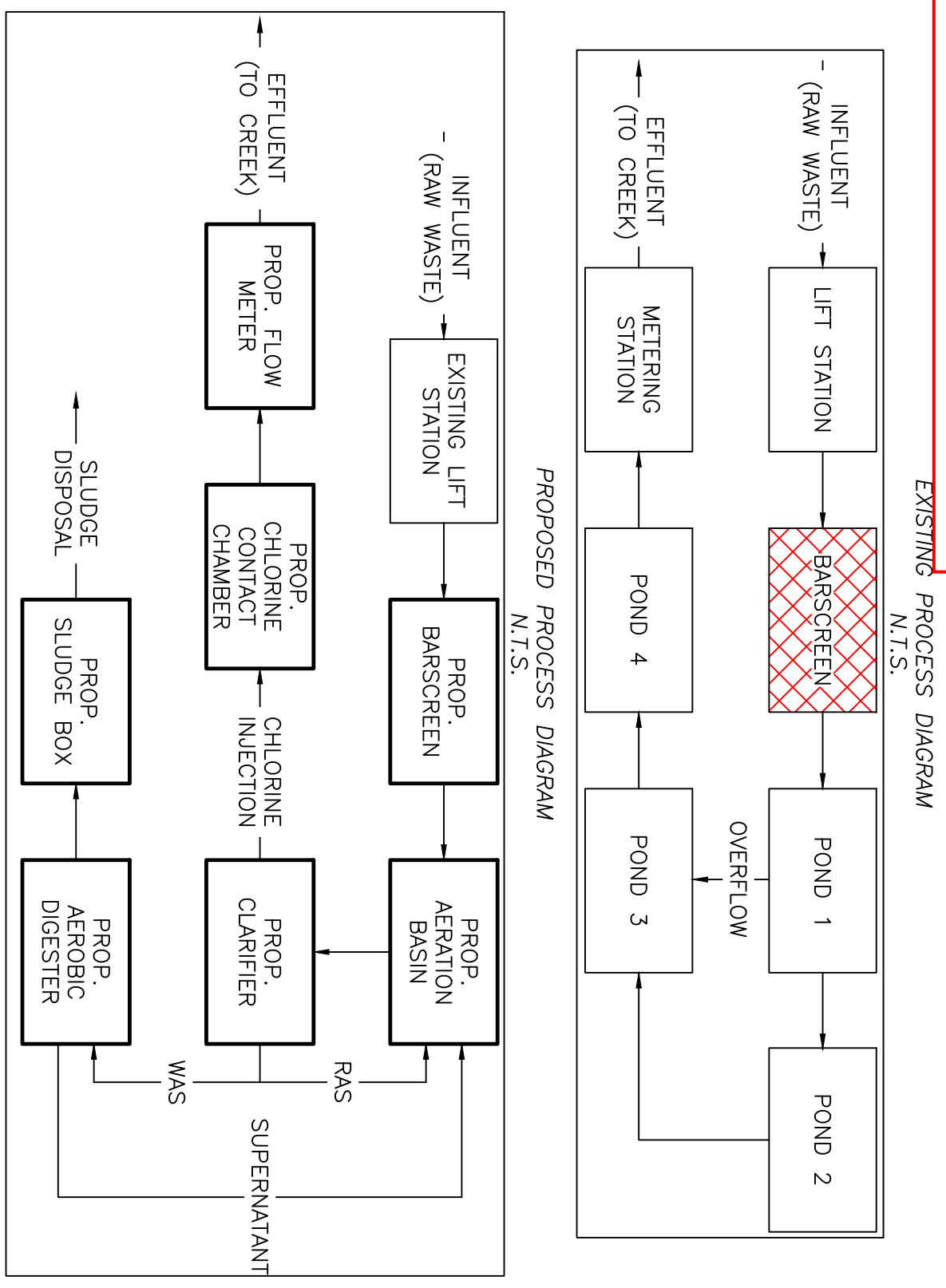
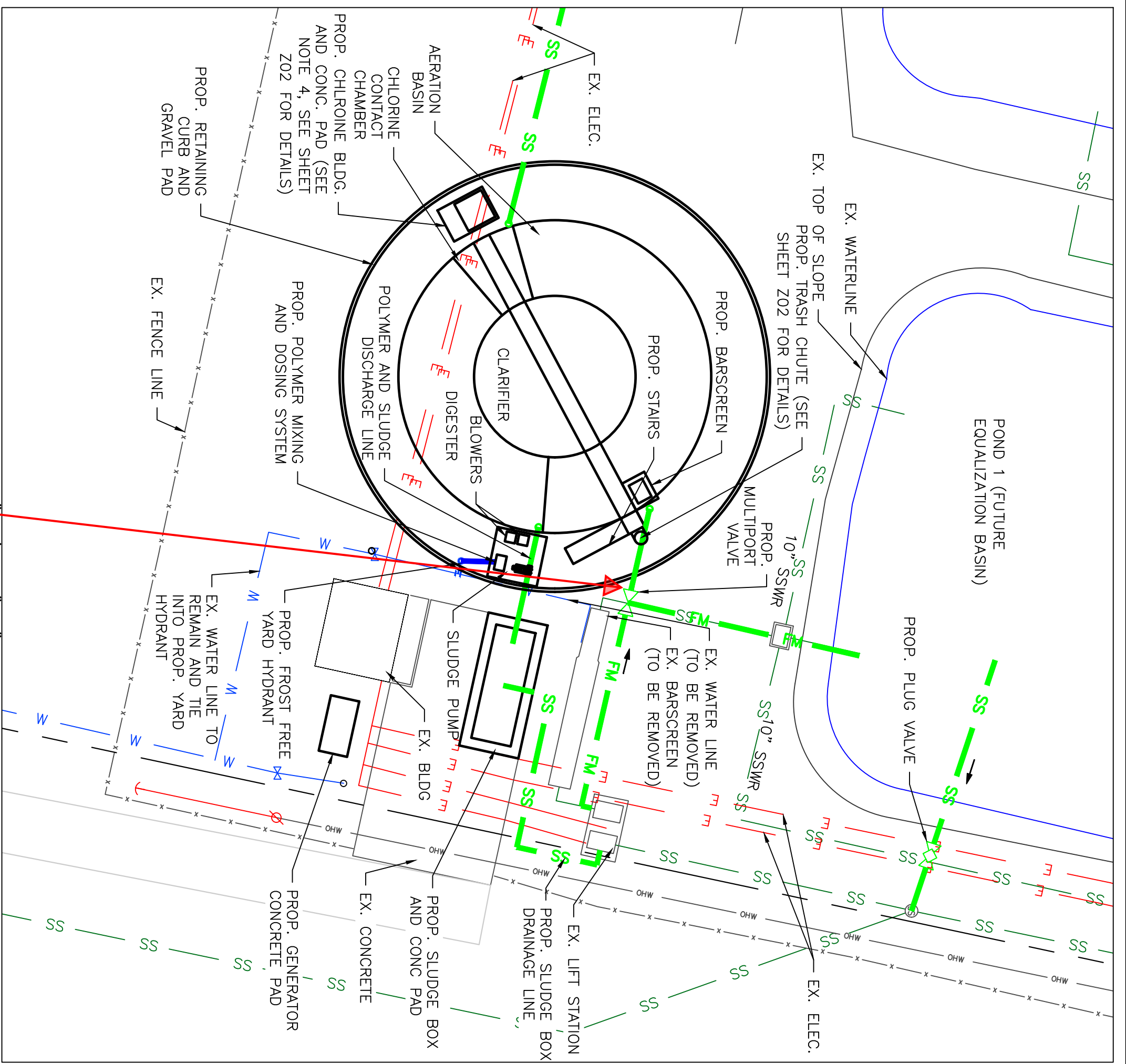
Name: Mark Patterson
President**ENGINEER****COBB, FENDLEY & ASSOCIATES, INC.**Signature: Ted SuggDate: 5-25-21Name: Ted B. Sugg, P.E.
Project Manager

INCREASE IN QUANTITY OF WASTE SLUDGE REMOVED IN PONDS 1, 2, 3, & 4

CHANGE ORDER #4



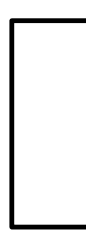


INSTALL MUFFLERS ON BLOWERS



NOTES:

1. AFTER CONSTRUCTION AND COMMISSIONING OF THE PROPOSED TREATMENT FACILITY, FLOW WILL BE COMPLETELY DIVERTED FROM THE EXISTING SYSTEM PER TCEQ REQUIREMENTS. THE EXISTING FACILITY WILL THEN BE DECOMMISSIONED.
2. SEE FROST FREE YARD HYDRANT ASSEMBLY DETAIL ON DETAILS SHEET OF THIS SET.
3. CONTRACTOR SHALL TEMPORARILY RELOCATE EXISTING ELECTRIC LINES DURING THE CONSTRUCTION AND COMMISSION OF THE NEW PLANT TO ENSURE FUNCTIONALITY OF THE EXISTING PLANT. (SEE SHEET 102 FOR CONSTRUCTION SEQUENCING)
4. SEE SPECS ### FOR CHLORINE CONTACT BUILDING DETAILS AND LAYOUT.

LEGEND

-  PROP. TREATMENT UNIT
-  EX. TREATMENT UNIT
-  EX. TREATMENT UNIT TO BE REMOVED

WARNING
 EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



NO.	DATE	DESCRIPTION



CobbFendley
 TBPE Firm Registration No. F-274
 TBPLS Firm Registration No. 100467
 2801 Network Boulevard, Suite 800
 Frisco, Texas 75034
 972.335.3214 | fax: 972.335.3202 | www.cobbfendley.com



GUNTER WASTE WATER TREATMENT PLANT
 CITY OF GUNTER DOWNTOWN WWTP
 PROPOSED SITE PLAN

DESIGN BY:	HC	DATE:	Sep 2018
DRAWN BY:	HC	PROJECT NO.:	1712-031-01

ATTACHMENT X



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: June 15, 2021

SUBJECT: AGENDA ITEM NO. X

CONSIDER AND ACT UPON AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT BETWEEN THE CITY OF GUNTER AND THE GREATER TEXOMA UTILITY AUTHORITY.

ISSUE

Consider and act upon a Funding Agreement with the City of Gunter for the City of Gunter Downtown Wastewater Treatment Plant Replacement Project.

BACKGROUND

See background from previous agenda item.

CONSIDERATIONS

Due to Change Order No. 4 being reduced by \$3,200, the dollar amounts in the funding agreement need to be adjusted accordingly.

STAFF RECOMMENDATIONS

Staff recommends authorizing the execution of the Funding Agreement between the Authority and the City of Gunter.

ATTACHMENTS

Funding Agreement

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E. General Manager

STATE OF TEXAS

§

§

COUNTY OF GRAYSON

§

**AGREEMENT -
CITY OF GUNTER DOWNTOWN WWTP**

This Agreement is entered into by and between the City of Gunter, and the Greater Texoma Utility Authority, a conservation and reclamation authority and political subdivision formed pursuant to Chapter 8283 of the Texas Special District Local Laws Code (“Authority”), (“Agreement”).

WHEREAS, City of Gunter has a necessity to execute Changer Order No. 4 to construct their Downtown wastewater treatment plant (“WWTP”); and

WHEREAS, City of Gunter has previously signed a Water and Sewer Facilities Contract dated October 16, 2017, wherein the Authority agreed to assume responsibility for construction of water system improvements as defined in said Contract which will benefit City of Gunter (“Contract”); and

WHEREAS, the Authority has requested Two Million Three Hundred Thousand Dollars and No/100 (\$2,300,000.00) in financial assistance from the Texas Water Development Board (“TWDB”), to be utilized on City of Gunter’s Downtown WWTP (“Project”); and

WHEREAS, the TWBD Bond Issuance has a total of \$105,917.00 remaining available for construction contingencies on the City of Gunter’s Project; and

WHEREAS, Bids for the costs of construction, in addition to Change Orders 1, 2, 3 & 4, makes the contract value in excess of the budgeted amount available from the Bond Issuance; and

WHEREAS, in accordance with the terms of the Contract and this Agreement, the City of Gunter has agreed to provide funds in the amount set forth in Section 1 below in order to fund the difference between budgeted amounts in the TWDB Bond Issuance and the revised contract, including Change Orders 1, 2, 3 &4, for City of Gunter’s Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference, the mutual covenants expressed herein and the mutual benefits to the parties created by the Contract dated October 16, 2017, in addition to the terms of the Contract, it is agreed by and between the Authority and City of Gunter, as follows:

1. City of Gunter agrees to issue payment in the amount of \$179,633 to "GTUA/City of Gunter 2018 Fund (City of Gunter Project)" at 5100 Airport Drive, Denison, Texas 75020 to be placed in the Construction Fund Account, pursuant to the terms of the Contract, including

without limitation, Article III, Section 3.01 of the Contract. These funds received by the Authority will not be used for any other purpose, but will be used for the sole purpose of making payments for the Project improvements to City of Gunter's Wastewater system, under the terms of the Contract in order to pay Project costs incurred pursuant to agreements between the Authority and the chosen contractor. Any funds paid by City of Gunter to the Authority in excess of the Project costs shall be refunded to City of Gunter within thirty (30) days of completion of the Project. All funds paid by City of Gunter shall be paid from current revenues legally available, and the parties agree that such funds fairly and adequately compensate the Authority for the services provided under this Agreement and the Contract.

2. The Authority will award all construction contracts subject to City of Gunter's approval and will utilize the funds for the sole purpose of paying the cost of acquiring, constructing, improving, extending, enlarging, and repairing the Project in accordance with the terms of the Contract and this Agreement.

3. The terms of this Agreement shall be cumulative with the terms of the Contract, and in the event of a conflict between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall control.

THIS AGREEMENT WAS APPROVED BY THE RESPECTIVE GOVERNING BODIES WITH THE UNDERSIGNED PROPERLY AUTHORIZED TO EXECUTE IN THEIR BEHALF AS OF THIS ____ DAY OF _____, 2021

CITY OF GUNTER

GREATER TEXOMA UTILITY AUTHORITY

By: _____
Mayor

By: _____
President

ATTEST

ATTEST

Secretary
(SEAL)

Secretary-Treasurer
(SEAL)

ATTACHMENT XI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: June 10, 2021

SUBJECT: AGENDA ITEM NO. XI

CONSIDER AND ACT UPON AUTHORIZING AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE CITY OF WHITEWRIGHT WATERLINE PROJECT.

ISSUE

Consider and act upon authorizing award of contract for the construction of the City of Whitewright waterline project.

BACKGROUND

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

The Texas Water Development Board's ("DWSRF") Drinking Water State Revolving Fund ("DWSRF") was identified as the most economical funding source for the identified projects. The total amount sought for these projects from the TWDB was \$3,758,106. The funding for this project includes three (3) separate components due to the City qualifying for loan forgiveness in addition to a portion of the loan being offered at 0% interest. The three (3) portions are 1) Series 2019A which offers a 1.35% interest rate subsidy for 30 years; 2) Series 2019B which offers 0% interest rate for 30 years; and 3) Principal Forgiveness which is not required to be paid back. The three (3) components are summarized below:

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

CONSIDERATIONS

The waterline replacement project consists of approximately 9,200 linear feet of 6" and 8" waterlines. This project was bid on June 8, 2021 at the Whitewright City Hall. There were ten (10) bids received with an apparent low bidder of \$752,421.75. At the time of drafting this memo we have not received a bid tabulation or award recommendation from the engineer. As soon as they are available, these will be distributed via-email to the Board of Directors.

STAFF RECOMMENDATIONS

The staff will be prepared to make a recommendation at the meeting.

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

ATTACHMENT XII



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: JUNE 16, 2021

SUBJECT: AGENDA ITEM NO. XII

**CONSIDER AND ACT UPON AN AGREEMENT FOR WATER PRODUCTION SERVICES WITH THE RANDOLPH
WATER SUPPLY CORPORATION**

ISSUE

Consideration of an agreement for water production services with the Randolph Water Supply Corporation (WSC).

BACKGROUND

Recently the Board President with the Randolph WSC reached out to Authority Staff requesting the Authority's assistance with operation of their water system.

CONSIDERATIONS

The Authority Staff has discussed this matter the Board President and the Randolph WSC will be considering this agreement at their next meeting.

The attached contract follows the Authority's standard contract language which is consistent with all of our other operation clients.

The staff anticipates the Randolph WSC duties to require approximately 6 hours per week which can be absorbed with the current staff.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of an agreement with the Randolph WSC for Water Production Services.

ATTACHMENTS

Water Production Services Agreement
Proposal

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

Environmental Quality (Commission), the Environmental Protection Agency (EPA), and any orders or requirements of any governmental agency relating to this plant.

3. Ownership and Financing. The water system is now and shall continue to be owned by the Randolph WSC and it shall be the responsibility of the Randolph WSC to provide such facilities, operating funds, and capital expenditures, as may be necessary to accomplish the quality of discharge stipulated in the waste control order issued by the Commission, the EPA, and any subsequent orders or requirements of any government agency relating to this plant.

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

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

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

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

GTUA employees shall be responsible for reporting to the Board President of Randolph WSC.

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

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

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

A. Comprehensive general liability, with a minimum single limit of liability for bodily injury and property damage of \$500,000 per occurrence and annual aggregate of \$1,000,000. The coverage shall include: premises and operations, product and completed operations, independent contractors, contractual liability, and personal injury liability.

B. Automobile liability, with a minimum combined single limit of liability for bodily injury and property damage of \$500,000 each occurrence. The coverage shall include owned, hired, and non-owned autos.

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

All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the Randolph WSC.

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

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

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

12. Notices. All notices given under this agreement shall be deemed properly served if delivered in writing personally, or sent by certified mail to Randolph WSC, addressed to the Board President, Randolph Water Supply Corporation, P.O. Box 24, Randolph TX 75475 and to GTUA addressed to the General Manager, Greater Texoma Utility Authority, 5100 Airport Drive, Denison, TX 75020. Date of service of notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service.

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

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

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

16. Interpretation. Although drawn by GTUA, this contract shall, in the event of any

dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

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

GREATER TEXOMA UTILITY AUTHORITY

BY: _____
President

DATE: _____

ATTEST:

Secretary

RANDOLPH WATER SUPPLY CORPORATION

BY: _____
President

DATE: _____

ATTEST:

Secretary/Treasurer



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

June 16, 2021

President Daniel Caldwell
Randolph WSC
P.O. Box 24
Randolph, TX 75475

Re: Proposal for Water Production Services

Dear President Caldwell:

The proposal outlined below is intended to provide you with what we believe to be a typical schedule of activities that would need to be performed to assist you in the operation of your water production facilities. This proposal provides for services associated with the operation of the water production facilities.

PROPOSAL FOR SERVICES

GENERAL

The Authority will provide experienced and licensed personnel to perform operational assistance for the Randolph Water Supply Corporation as required in order to meet its water production regulatory requirements.

WATER ACTIVITIES

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

- (1) Assure that water production facilities are operating properly.
- (2) Maintain weekly, monthly and annual reporting requirements.
- (3) Perform other duties, as required or necessary to insure the continued and uninterrupted operation of the water production facilities in compliance with Texas Commission on Environmental Quality regulations.

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

Respectfully submitted,

Drew Satterwhite, P.E.
General Manager

ATTACHMENT XIII



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: June 10, 2021

SUBJECT: AGENDA ITEM NO. XIII

SHERMAN 2021 REFUNDING SUMMARY

ISSUE

Opportunity to refund three (3) outstanding bond series issued by the Authority on behalf of the City of Sherman to achieve savings.

BACKGROUND

In April of 2020, Garry Kimball of Specialized Public Finance notified the Authority of the potential to refund the 2010, 2001, and 2012 bond series issued by the Authority on behalf of the City of Sherman and achieve a present value savings of approximately \$761,289. The staff of the Authority has confirmed with the City of Sherman Staff that they would like the Authority to proceed with the refunding.

The refunding of this bond issue will save the City of Sherman a considerable amount of money. The average interest rate on the bond series is 3.66% and the Authority's Financial Advisor, Garry Kimball, believed this can be refunded with a rate around 1.56%.

This issuance was bid on June 10, 2021 and we received more favorable than anticipated terms. The interest rate of 1.33% which will save the City \$880,557 through the remainder of the debt service.

CONSIDERATIONS

The City of Sherman Council will consider ratifying the bond issuance at their June 21, 2021 council meeting.

RECCOMENDATION

No action is required from the Board.

ATTACHMENTS

Refunding Summary

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

Pricing

**Greater Texoma Utility Authority (City of Sherman)
Contract Revenue Bond Refunding Summary**

Refunded (Old) Bonds:

Contract Revs (1)	<u>Maturities</u> 10/1/22-33	<u>Amount</u> 7,375,000	<u>Callable</u> 10/1/2021	<u>Avg. Coupon</u> 3.66%	<u>Premium</u> None
		\$ 7,375,000			

Refunding (New) Bonds:

	<u>Pricing</u>		<u>Budget</u>	
Pricing Results				
True Interest Cost (TIC)	1.33%		1.56%	
Par Amount of Refunding Bonds	\$ 6,365,000	\$ 6,355,000	\$ 6,355,000	
Estimated Issuance Costs	\$ 127,009	\$ 165,000	\$ 165,000	
Maturing	10/1/22-33	10/1/22-33	10/1/22-33	
Net Debt Service Reduction	\$ 975,719	\$ 845,877	\$ 845,877	
Average Annual Debt Service Reduction (2022-34)	\$ 74,845	\$ 65,067	\$ 65,067	
Net Present Value Savings \$(net of issuance costs)	\$ 880,557	\$ 761,289	\$ 761,289	
Net Present Value Savings (% of Refunded Par)	11.94%	10.32%	10.32%	

(1) Includes Series 2011, 2012 and 2013 Bonds.



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

ADJOURN