

**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
AUGUST 16, 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/695870413>

OR

Join by phone 408-650-3123 with access code: 695-870-413

**NOTICE OF PUBLIC MEETING
OF THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY
Monday, August 16, 2021, 12:30 p.m.**

REMOTE ACCESS AVAILABLE AT:

Join by computer, tablet or smartphone at the following link:
<https://global.gotomeeting.com/join/695870413>

Or

Join by phone 408-650-3123 with access code: 695-870-413

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, August 16, 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 July 1, 2021 Meeting.
- V. * Consider and act upon approval of accrued liabilities for June and July 2021.
- VI. Appointment of a Budget Committee
- VII. Consider and act upon an Engagement Letter for independent audit services for FY 2020-2021.
- VIII. Receive Quarterly Investment Report
- IX. Citizens to be Heard.

- X. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith (City of Whitewright).
- XI. Consider and act upon Change Order No. 1 and a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Hall Resources LLC dba THI Water Well for the Gunter Water System Improvements Project as complete.
- XII. Consider and act upon authorizing the execution of Change Order No. 3 for the Collin Grayson Municipal Alliance Water System's North Texas Municipal Water District Point of Delivery Project with Dickerson Construction.
- XIII. Consider and act upon an agreement for Water Production Services with Northern Hills Water Service.
- XIV. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XV. 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**

THURSDAY JULY 1, 2021

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

Members Present: Brad Morgan, Donald Johnston, Stanley Thomas, Matt Brown, and Ken Brawley

Members Absent: Scott Blackerby and Anthony Richardson

Staff: Drew Satterwhite, Nichole Sims, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith
Bond Counsel

Visitors: Carol Johnston

I. Call to Order

Board President Brad Morgan called the meeting to order at 10:26 a.m.

II. Pledge of Allegiance

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

III. Consent Agenda

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

IV. * Consider and act upon approval of Minutes of May 17, 2021, Meeting.

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

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

VI. Consider appointment of a Budget Committee.

Board will consider appointment of a Budget Committee at next meeting.

VII. Citizens to be Heard.

There were no citizens requesting to address the Board.

VIII. Consider and act upon authorizing the execution of a Funding Agreement between the City of Van Alstyne and the Greater Texoma Utility Authority.

General Manager Drew Satterwhite provided background information for the Board. At the May 2021 meeting, the Board authorized award of contract to MVA Associates in the amount of \$459,704.00. 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. This is 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. Board Member Matt Brown made the motion to authorize the execution of a Funding Agreement between the City of Van Alstyne and the Greater Texoma Utility Authority. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

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.

General Manager Drew Satterwhite provided background information for the Board. 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. Regarding the ponds, the engineer did not have as-built drawings for the plant, which required them to make an educated guess on the bid quantities. The contractor surveyed the plant after the ponds were cleaned so the quantities were correct. Unfortunately, the pond was significantly deeper than anticipated which resulted in a large amount of sludge having to be removed. Change Order No. 4 increases contract by \$285,550.00 resulting in a revised contract amount of \$2,196,747.50. The City of Gunter approved this item at their June council meeting. Board Member Ken Brawley made the motion to approve the Change Order No. 4. Board Member Matt Brown seconded the motion. Motion passed unanimously.

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

This item was tabled until next meeting. Board Member Matt Brown made the motion to table this item. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

XI. Consider and act upon authorizing award of contract for the construction of the City of Whitewright Waterline Project.

General Manager Drew Satterwhite provided background information for the Board. 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. Underwood, Inc. of Bonham, Texas was low bidder in the amount of \$752,421.75. City of Whitewright City Council approved the contract at their council meeting. Board Member Donald Johnston made the motion to award the contract to Underwood, Inc. of Bonham, Texas. Board Member Matt Brown seconded the motion. Motion passed unanimously.

XII. Consider and act upon an agreement for water production services with the Randolph Water Supply Corporation.

General Manager Drew Satterwhite provided background information for the Board. The Board President with the Randolph WSC reached out to Authority Staff requesting the Authority's assistance with operation of their water system. The staff anticipates the Randolph WSC duties to require approximately 6 hours per week which can be absorbed with the current staff. Board Member Donald Johnston made the motion to authorize the execution of the agreement for water production services with the Randolph Water Supply Corporation. Board Member Matt Brown seconded the motion. Motion passed unanimously.

XIII. City of Sherman 2021 Refunding Summary.

General Manager Drew Satterwhite informed the Board that the closing will be July 8, 2021.

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

General Manager Drew Satterwhite had no updates at this time.

XV. 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 10:39 a.m.

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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 JUNE**

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
<u>Dues and Subscriptions</u>			
Herald Democrat (July 2021 renewal)	101.80		
<u>Fuel and Reimbursements for Mileage</u>			
Velma Starks (Reimbursement for mileage)	38.26		
ExxonMobil (Fuel - operations vehicles)	570.53		
Drew Satterwhite (Fuel)	74.33		
Shell Fleet (Fuel - operations vehicles)	288.69		
Valero Fleet (Fuel - operations vehicles)	318.98		
<u>Insurance</u>			
Drew Satterwhite (2017 Ford F150, from 2/1/21-5/30/21)	345.00		
TWCA Risk Management (Prepaid, Liability insurance, Auto, Commercial Property, E&O, Excess etc renewal 21-22)	8,297.80		
TWCA Risk Management (Workers' compensation insurance)	753.00		
<u>Leases/Rental Fees</u>			
Pitney-Bowes (Mailing system)	105.00		
North Texas Regional Airport (Lease - administrative offices)	2,266.08		
<u>Maintenance Agreements</u>			
Novatech (Konika-Minolta copier)	254.00		
<u>Meetings and Conferences</u>			
Feast on This (BOD Lunches)	195.00		
American Express (TWCA)	170.05		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
<u>Repair & Maintenance - Building & Equipment</u>			
Diamond Computers (Installed 2019 server (2008 crashed))	2,983.00		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Discount Tire (New tires for F150 LP 1096614 (WE))	823.00		
<u>Supplies</u>			
American Express (General Office Supplies, Logmein, Zoom, Quill)	405.64		
Bank of Texas Visa (General Office Supplies, GoDaddy email essentials renewals, and Adobe acrobat pro)	159.69		
Buffalo Business Supplies (General Office Supplies. Front door mat 4x6, Shop towels on back order)	454.45		
Office Depot (Field Supplies, Blue Shop towels)	101.70		
Exxon/Mobil (Field supplies - ice)	10.75		
<u>Training</u>			
Bank of Texas Visa (TCEQ License renewal for DT)	111.00		
<u>Utilities</u>			
Alan Moore (Reimbursement for cell phone expenses from 4/1/21-5/30/21)	50.00		
Wayne Eller (Reimbursement for cell phone expenses)	25.00		
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00		
Drew Satterwhite (Reimbursment for cell phone expenses from 2/1/21 - 5/30/21)	100.00		
Sparklight (Internet)	129.44		
AT&T Mobility (Cell Phones)	263.06		
City of Denison (Water)	224.72		

	CURRENT	PRIOR MONTH	PRIOR YEAR
City of Sherman (Trash services)	85.00		
MP2 Energy Texas	344.15		
ATMOS Energy	68.07		
TOTAL:	\$ 20,727.19	\$ 12,347.13	\$ 17,658.84
SOLID WASTE:			
<u>Insurance</u>			
TWCA Risk Management Fund (Renewal General Liabilities, Auto, Commercial Property, Excess etc for 21-22)	1,000.07		
<u>Supplies</u>			
Lowe's (Battery for mower)	45.15		
Matheson Tri-Gas - (Lease of gas bottles for Landfill)	225.00		
<u>Utilities</u>			
Grayson-Collin Electric	133.75		
Starr Water Supply	60.30		
TOTAL:	\$ 1,464.27	\$ 230.23	\$ 1,838.54
WASTEWATER:			
<u>Construction Contracts</u>			
Red River Construction (Kaufman 2019 - WWTP improvements. Pay App #9)	244,491.32		
<u>Engineering Fees</u>			
Binkley & Barfield (Sherman 2021 - Sanitary Sewer Replacement Engineering Services for April 2021)	6,000.00		
City of Sherman (Sherman 2019 - Reimbursed costs for Post Oak WWTP Aeration & Secondary Clarification)	10,331.95		
City of Sherman (Sherman 2019 - Reimbursed costs for WWTP Control Bldg Expansion, addition and remodel)	5,250.00		
City of Sherman (Sherman 2021 - Reimbursed costs for Lab Services building addition and remodel)	8,550.00		
Freeman-Millican (Sherman 2019 - WWTP Ops Bldg add on & remodel 60% of bidding complete, Architech & Eng. design)	7,013.75		
Freeman-Millican (Sherman 2021 - Architecture & Engineering for Lab Bldg Addition)	10,638.00		
Perkins Engineering (Sherman 2019 - Post Oak WWTP Aeration & Secondary Treatment)	10,903.80		
Plummer (Pottsboro 2019 - WWTP PH2 Engineering fees through 5/28/21. Detailed Design 83.69% complete.)	9,232.42		
<u>Insurance</u>			
TWCA Risk Mgmt (Kaufman 2019 - General Liability, Excess Liability policy renewal for the period of 21-22)	520.08		
TWCA Risk Mgmt (Sherman 2019 - General Liability, Excess Liability policy renewal for the period of 21-22)	404.51		
TWCA Risk Mgmt (Pottsboro 2019 - General Liability, Excess Liability policy renewal for the period of 21-22)	346.72		
TWCA Risk Mgmt (Sherman 2020 - General Liability, Excess Liability policy renewal for the period of 21-22)	809.03		
<u>Miscellaneous</u>			
BLX Group (Sadler 2016 - Arbitrage Rebate Report for 2016 Bond series)	1,000.00		
BLX Group (Whitewright 2019 - Arbitrage rebate report for bond series 2019A & 2019B for the period of Sept. 2021)	500.00		
BLX Group (Kaufman 2019 - Interim arbitrage rebate report for bond series 2020 period ending Sept 2021.)	500.00		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Pottsboro 2006 - POTTSBORO06 6/1/21)	225.00		
Bank of Texas Trust (Pottsboro 2019 - GTUAPOTTS19 6/1/21)	300.00		
TOTAL:	\$ 317,016.58	\$ 577,524.96	\$ 52,544.71
WATER:			
<u>Advertising</u>			
Herald Banner Classify (Whitewright 2021 - Notice for bids water system improvements.)	1,058.00		
Herald Democrat (Whitewright 2021 - Public notice for bids water system improvements. Ran the month of May)	665.76		
Star Local Media (Whitewright 2019 - Public notice for bids. Ran 5/16/21-5/23/21)	1,387.50		
<u>Construction Costs</u>			
Associated Construction (Princeton 2018 - Forest Grove Pump Station Improvements Pay App #21)	314,997.00		
City of Sherman (Sherman 2017 - reimbursed costs for Preston Club annexation-water aka High country Water)	1,443.00		
City of Sherman (Sherman 2021 - reimbursed costs for Legacy waterline expansion)	173,480.63		
City of Sherman (Sherman 2021 - reimbursed costs for Marilee SUD water line expansion)	1,367.00		

	CURRENT	PRIOR MONTH	PRIOR YEAR
Garver (Sherman 2021 - Ida Rd. Ground Storage Tank Rehab project. Engineering fees through May 2021)	20,768.00		
THI (Gunter 2018 - Water System Improvements 250K ground storage tank. Pay App #5)	103,043.80		
<u>Engineering Fees</u>			
Fugro (Princeton 2018 - Forest Grove Pump Station Inspection fees)	460.00		
Kimley Horn (Princeton 2018 - Forest Grove Pump Station. Construction phase services through April 2021)	1,495.00		
Lake Kiowa SUD (Lake Kiowa 2021 - Reimbursement for PH4 engineering services from 2/7/21-5/9/21)	199,428.21		
<u>Groundwater</u>			
American Express (NTGCD - Invoiced A/R app. Grdwtr Summit, TAGD, TWCA, Office Supplies-Meeting Binders))	960.79		
American Express (RRGCD - Invoiced A/R app. Grdwtr Summit, TAGD, TWCA,)	885.78		
AT & T Mobility (NTGCD - W. Parkman - cell phone)	72.30		
Allen Burks (RRGCD - cell phone reimbursement)	25.00		
Bank of Texas Visa (NTGCD - GoDaddy Email Essentials renewal, Chick-fill-a)	437.72		
Paul Sigle (NTGCD - cell phone reimbursement)	12.50		
Paul Sigle (RRGCD - cell phone reimbursement,)	12.50		
Shell (NTGCD - Fuel, W. Parkman)	147.06		
Shell (NTGCD - Fuel, A. Burks)	54.06		
Velma Starks (NTGCD - mileage reimbursement)	27.07		
Velma Starks (RRGCD - mileage reimbursement)	21.71		
Wayne Parkman (NTGCD - PVC fittings for inspection aids)	21.67		
Wayne Parkman (RRGCD - PVC fittings for inspection aids)	21.67		
<u>Issuances</u>			
Bank of Texas Trust (Lake Kiowa 2021 - Escrow agent fees for TBDB L 1001204)	850.00		
Bank of Texas Trust (Lake Kiowa 2021 - Beginning semi annual paying agent fees GTUAKIOWA21 6/2/21)	300.00		
Norton Rose Fulbright (Lake Kiowa 2021 - Bond Issuances fees)	48,245.00		
Specialized Public Finance (Lake Kiowa 2021 - Financial Advisory & CUSIP fees for bond 2021)	31,872.00		
<u>Insurance</u>			
TWCA Risk Management Fund (CGMA - Renewal General Liability, Commerical Property, Excess, etc for 21-22)	4,926.39		
TWCA Risk Mgmt (Krum 2017 - General Liability, Excess Liability policy renewal for the period of 21-22)	173.36		
TWCA Risk Mgmt (Sherman 2017 - General Liability, Excess Liability policy renewal for the period of 21-22)	404.51		
TWCA Risk Mgmt (Whitewright 2021 - General Liability, Excess Liability policy renewal for the period of 21-22)	288.94		
TWCA Risk Mgmt (Princeton 2018 - General Liability, Excess Liability policy renewal for the period of 21-22)	520.08		
TWCA Risk Mgmt (Princeton 2021 - General Liability, Excess Liability policy renewal for the period of 21-22)	404.52		
TWCA Risk Mgmt (Paradise 2018 - General Liability, Excess Liability policy renewal for the period of 21-22)	231.16		
TWCA Risk Mgmt (Gunter 2018 - General Liability, Excess Liability policy renewal for the period of 21-22)	115.58		
TWCA Risk Mgmt (Bear Creek 2019 - General Liability, Excess Liability policy renewal for the period of 21-22)	1,502.47		
TWCA Risk Mgmt (Lake Kiowa 2021 - General Liability, Excess Liability policy renewal for the period of 21-22)	57.78		
<u>Paving Agent Fees</u>			
Bank of Texas Trust (Lake Texoma 2010 - GTUACRBS10LT 8/15/21)	300.00		
Bank of Texas Trust (Pottsboro 2007 - GTUACRB07CPP 6/1/21)	325.00		
Bank of Texas Trust (Tom Bean 2015 - GTUATBEAN15 7/1/21)	300.00		
Bank of Texas Trust (Tom Bean 2017 - GTUABEAN17 7/1/21)	300.00		
<u>CGMA Repair & Maintenance</u>			
City of Denison Lab (CGMA - Water Tests)	42.00		
Integrity Control Services (CGMA - Fixed soft start that was stopping & restarting by itself. 2 services call total.)	2,438.11		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.83		
RLC Controls (CGMA - Service call. Replaced flow meter and programmed display)	300.00		
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	160.55		
USA Bluebook (CGMA - Pump, teflon & ceramic pvc, liquid fill guage with case and stem)	1,044.73		
USA Bluebook (CGMA - Hach Secondary Standards monochoramine test kit and DPD Chlorine Secondary standards kit)	549.53		
<u>Supplies</u>			
American Express (CGMA - Amazon.com grease for Bloomdale Pump Station)	7.95		
Bank of Texas Visa (CGMA - Log Me In Pro software to monitor wells with SCADA)	373.09		
<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 (Bloomdale Pump Station)	7,240.70		

TOTAL:

CURRENT	PRIOR MONTH	PRIOR YEAR
<u>\$ 1,155,136.89</u>	<u>\$ 1,281,247.27</u>	<u>\$ 926,090.04</u>

GRAND TOTAL:

<u>\$ 1,494,344.93</u>	<u>\$ 1,871,349.59</u>	<u>\$ 998,132.13</u>
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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.

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

RESOLUTION NO. _____

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

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
<u>Dues and Subscriptions</u>			
Government Finance Officers Association - DS membership renewal for period of 5/1/21-4/30/22)	160.00		
<u>Fuel and Reimbursements for Mileage</u>			
Theda Anderson (Reimbursement for mileage)	22.77		
Velma Starks (Reimbursement for mileage)	28.41		
ExxonMobil (Fuel - operations vehicles)	492.28		
Drew Satterwhite (Fuel)	121.21		
Shell Fleet (Fuel - operations vehicles)	212.67		
Valero Fleet (Fuel - operations vehicles)	276.99		
<u>Insurance</u>			
Drew Satterwhite (2017 Ford F150)	86.25		
<u>Leases/Rental Fees</u>			
North Texas Regional Airport (Lease - administrative offices)	2,303.84		
<u>Maintenance Agreements</u>			
Novatech (Konika-Minolta copier)	406.03		
<u>Meetings and Conferences</u>			
Velma Starks (BOD special meeting snacks)	18.58		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
Gonzalez Landscape (Lawn Care)	204.16		
<u>Repair & Maintenance - Building & Equipment</u>			
Diamond Computers (Repaired crashed server)	514.00		
Diamond computers (Repaired VS computer after crash)	514.00		
Orkin Franchise 926 (Pest Control)	135.31		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Bank of Texas Visa (Flat tire repair for 2012 Ford F150 (WE))	15.00		
Blake Utter Ford (Repair 2012 Ford 150 (WE old truck,) Replaced battery, throttle body & assymlby, gaskets, wheel assymlby)	1,031.58		
Blake Utter Ford (Repair 2016 Ford F150 (DT Truck). Engine tune up, replaced wipers and windshield. 2 new tires)	1,117.33		
Grayson County Tax Assessor / Collector (Registration for 2016 F150 LP 1286579 (DT) truck)	7.50		
Whistlestop Car Spa - (Oil Change & detailed DH truck)	240.05		
Whistlestop Car Spa - (Inspection fee for F150 2016 LP 1286579 (DT))	7.00		
<u>Supplies</u>			
Bank of Texas Visa (General Office Supplies)	15.93		
Lowe's (Field Supplies, gloves, truck tool box for 2016 Ford (DT), insect repellent, lock for trash bin)	492.80		
Exxon/Mobil (Field supplies - ice)	8.60		
<u>Uniforms</u>			
Aramark - (Uniform tops for DT)	122.90		
<u>Utilities</u>			
Alan Moore (Reimbursement for cell phone expenses)	25.00		
Drew Satterwhite (Reimbursment for cell phone expense & router switch)	62.88		
Sparklight (Internet)	129.44		
AT&T Mobility (Cell Phones)	78.19		

	CURRENT	PRIOR MONTH	PRIOR YEAR
City of Denison (Water)	205.82		
City of Sherman (Trash services)	85.00		
8x8, Inc.(phone lines - local & long distance for May & June)	374.48		
MP2 Energy Texas	548.63		
ATMOS Energy	66.80		
TOTAL:	\$ 10,716.43	\$ 20,727.19	\$ 8,685.93
SOLID WASTE:			
<u>Utilities</u>			
Grayson-Collin Electric	130.32		
Starr Water Supply	60.30		
TOTAL:	\$ 190.62	\$ 1,464.27	\$ 247.50
WASTEWATER:			
<u>Construction Contracts</u>			
Lynn Vessels (Sherman 2020 - Storm Water Management project. Pay App #10)	89,134.97		
Patterson Professionals (Gunter 20018 - WWTP replacement project partial payment from City funds)	200,000.00		
Red River Construction (Kaufman 2019 - WWTP improvements Pay App #10)	349,104.73		
<u>Engineering Fees</u>			
Freeman-Millican (Sherman 2019 - First St. to Rosedale sewer replacement project)	17,160.00		
Freeman-Millican (Sherman 2019 - WWTP Storm Water Mgmt 95% construction admin. complete)	2,607.00		
Freeman-Millican (Sherman 2020 - WTP 14" concentrate water line 80% preim Design & Survey)	27,650.00		
Freese & Nichols (Sherman 2021 - WWTP Master Plan basic services through May 2021)	38,482.50		
Freese & Nichols (Sherman 2021 - WWTP Master Plan basic services through May 2021 Resolution No. 6708)	5,732.50		
Perkins Engineering (Sherman 2019 - Post Oak WWTP aeration & Secondary treatment Impr. Task 3 Const. Admin 15% done)	9,295.01		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Gunter 2018 - GTUAGUNT18A 8/15/21)	600.00		
Bank of Texas Trust (Kaufman 2019 - GTUAKAUF2020 8/15/21)	300.00		
Bank of Texas Trust (Krum 2012 - GTUACOKCRB12 8/15/21)	300.00		
Bank of Texas Trust (Krum 2014 - GTUACRBS2014 8/15/21)	300.00		
TOTAL:	\$ 740,666.71	\$ 317,016.58	\$ 228,264.35
WATER:			
<u>Construction Costs</u>			
D Construction LLC (CGMA - Howe Pump Station concrete pad and ramp)	5,211.00		
Legion Development (Gunter 2018 - Drinking Water Improvements Pay App #13)	29,393.47		
<u>Engineering Fees</u>			
City of Princeton (Princeton 2018 - Forest Grove Pump Station reimbursement for engineering services through May 2021)	1,125.00		
Freeman-Millican (Sherman 2019 - N. Travis St. & US 75 water line replacement. 20% construction complete)	1,458.80		
Freese & Nichols (Sherman 2021 - Waste Water and Master Plan basic services through June 2021)	3,515.25		
Freese & Nichols (Sherman 2021 - Master Plan project engineering services through June 2021)	11,506.50		
Fugro (Princeton 2018 - Forest Grove Pump Station inspection fees)	500.00		
Garver (Sherman 2021 - Ida Road Ground storage tank. Engineering services through 6/25/21)	7,317.40		
Hayter Engineering (Sherman 2021 - South side water line and booster pump station modifications.)	29,581.15		
<u>Groundwater</u>			
8x8, Inc. (NTGCD - 800 line, local & long distance)	374.48		
8x8, Inc. (RRGCD - 800 line, local & long distance)	374.47		
American Express (NTGCD - Invoiced A/R app. Monitor for PS)	263.00		
American Express (RRGCD - Invoiced A/R app. Monitor for PS,)	174.99		
AT & T Mobility (NTGCD - W. Parkman - cell phone)	72.18		
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, GoDaddy Web builder renewal, Grayson Cty posting for GMA8)	421.38		
Bank of Texas Visa (RRGCD - Grayson Cty Clerk,BOD Bay at the Lake)	178.25		
Exxon/Mobil (NTGCD - Fuel, W. Parkman)	150.28		
Grayson Co. Tax Assessor (RRGCD - Registration for 2016 F150 LP 1286586)	7.50		
Shell (NTGCD - Fuel, W. Parkman)	50.47		
Valero (NTGCD - Fuel, W. Parkman)	117.00		
Valero (RRGCD - Fuel, A. Burks)	20.89		
Velma Starks (NTGCD - mileage reimbursement)	17.49		

	CURRENT	PRIOR MONTH	PRIOR YEAR
Velma Starks (RRGCD - mileage reimbursement)	24.32		
Whistlestop Car Spa (NTGCD - Oil Change LP 1286586)	67.66		
<u>Miscellaneous</u>			
BLX Group (Sherman 2011 - Opinion letter in conjunction with issuance of bond 2011. Period ending 1/11/21)	250.00		
FAO, USACE (Lake Texoma 2010 - O&M and Repair, Rehab, Replacement costs, note RR&R costs were compounded due to where they landed in the billing period.)	135,747.40		
Gonzalez Landscape (Sherman 2012 Ref - Pump Station, Corp Property - mowing)	333.36		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Gunter 2018 - GTUAGUNTER18 8/15/21)	300.00		
Bank of Texas Trust (Lake Kiowa 2014 - GTUALKIOWA14 8/15/21)	300.00		
Bank of Texas Trust (Lake Kiowa 2017 - GTUALKIOWA17 8/15/21)	300.00		
Bank of Texas Trust (Howe 2002 - GRETEUTIL032 8/15/21)	200.00		
Bank of Texas Trust (Bear Creek 2019 - GTUABEARCR19 8/15/21)	300.00		
Bank of Texas Trust (Krum 2017 - GTUAKRUM17 8/15/21)	300.00		
<u>CGMA Equipment</u>			
Machine & Valve Auto Ser (CGMA - replaced seats in #2 pump 12" Apco check valve)	8,561.49		
<u>CGMA Repair & Maintenance</u>			
Brenntag Southwest (CGMA - Chemicals to disinfect lines at pump station)	3,238.68		
City of Denison Lab (CGMA - Water Tests)	42.00		
Clear Water Controls (CGMA - checked ops, calibrated & certified flowmeters throughout distribution system.)	386.00		
Gonzalez Landscape (CGMA - Howe Tank Site)	141.66		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.83		
LCRA Environmental Lab Services (CGMA - Nitrate analysis and DBP2 tests)	115.70		
Matheson Tri Gas (CGMA - 125lb bottle of Nitrogen)	18.00		
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	180.50		
USA Bluebook (CGMA - bushings, tests kits)	699.44		
<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 (Bloomdale Pump Station)	10,627.41		
TOTAL:	\$ 483,534.28	\$ 1,160,347.89	\$ 2,980,319.06
GRAND TOTAL:	\$ 1,235,108.04	\$ 1,499,555.93	\$ 3,217,516.84

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.

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 VII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: July 28, 2021

SUBJECT: AGENDA ITEM NO. VII

**CONSIDER AND ACT UPON AN ENGAGEMENT LETTER FOR INDEPENDENT AUDIT SERVICES FOR FISCAL YEAR
2020-2021**

ISSUE

Consideration of an engagement letter for independent audit services for FY 2020-2021.

BACKGROUND

The Authority is required by its enabling legislation and the bond holders of securities issued by the Authority to provide an annual independent audit of its operations.

In 2017 the Board authorized Hankins, Eastup, Deaton, Tonn and Seay to be awarded the audit services agreement, if they agreed not to increase rates more than 2% each year. Hankins, Eastup, Deaton, Tonn and Seay agreed to hold the increase to 2% per year.

CONSIDERATIONS

The Audit Proposals were for a 5-year term and the price proposed for this upcoming Audit is \$37,600. The 37,600 is within the 2% increase from last year as discussed upon the firm selection. The Authority staff is familiar with the Hankins, Eastup, Deaton, Tonn & Seay staff, and feels their audit services are satisfactory.

STAFF RECOMMENDATIONS

The staff recommends the Board authorize an engagement letter with Hankins, Eastup, Deaton, Tonn & Seay to perform the Authority's FY 2020-2021 Audit.

ATTACHMENTS

Engagement Letter

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

Members:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC
ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

**HANKINS, EASTUP, DEATON,
TONN & SEAY**
A PROFESSIONAL CORPORATION

CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977
TEL. (940) 387-8563
FAX (940) 383-4746

July 28, 2021

To the Board of Directors
Greater Texoma Utility Authority
Denison, Texas 75020

We are pleased to confirm our understanding of the services we are to provide Greater Texoma Utility Authority ("the Authority") for the year ended September 30, 2021. We will audit the financial statements of the business activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Greater Texoma Utility Authority, as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

1. Comprehensive Annual Financial Report Introductory Section.
2. Comprehensive Annual Financial Report Statistical Section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Compliance Supplement* (if applicable) for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting

documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have

disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hankins, Eastup, Deaton, Tonn & Seay, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hankins, Eastup, Deaton, Tonn & Seay, P.C. personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Education Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our reports no later than January 7, 2022. Carl Deaton is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$37,600. Our invoice for this fee will be rendered at the completion of the audit and is payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will

not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2018 peer review report was provided to you in a previous year.

We appreciate the opportunity to be of service to Greater Texoma Utility Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Hankins, Eastup, Deaton, Tonn & Seay
A Professional Corporation
Certified Public Accountants
Denton, Texas

RESPONSE:

This letter correctly sets forth the understanding of Greater Texoma Utility Authority.

Management signature:

By: _____

Title: _____

Date: _____

Board of Directors signature:

By: _____

Title: _____

Date: _____

ATTACHMENT VIII



Greater Texoma Utility Authority
QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2021

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

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

Drew Satterwhite
General Manager

Debi Atkins
Finance Officer

Disclaimer: These reports were compiled using information provided by the Authority. No procedures were performed to test the 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 necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	March 31, 2021		June 30, 2021	
		Book Value	Market Value	Book Value	Market Value
Demand Accounts	0.20%	\$ 296,623	\$ 296,623	\$ 612,903	\$ 612,903
NOW/MMA/MMF/ICS	0.24%	17,004,491	\$ 17,004,491	20,130,741	20,130,741
Local Government Pools	0.01%	11,345,913	\$ 11,345,913	17,553,615	17,553,615
CDs/Securities	0.30%	39,229,997.00	\$ 39,229,997	43,460,137	43,460,137
Totals		\$ 67,877,024	\$ 67,877,024	\$ 81,757,395	\$ 81,757,395

Quarter End Average Yield (1)

Total Portfolio 0.22%

Rolling Three Month Treasury 0.03%
 Rolling Six Month Treasury 0.06%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio 0.29%

Rolling Three Month Treasury 0.06%
 Rolling Six Month Treasury 0.08%
 TexPool 0.04%

Interest Revenue

Quarterly Interest Income \$ 97,466 Approximate
 Year-to-date Interest Income \$ 449,607 Approximate

Bank Fee Offset

Quarterly Bank Fees Offset \$ 486
 Year-to-date Bank Fees Offset \$ 1,154

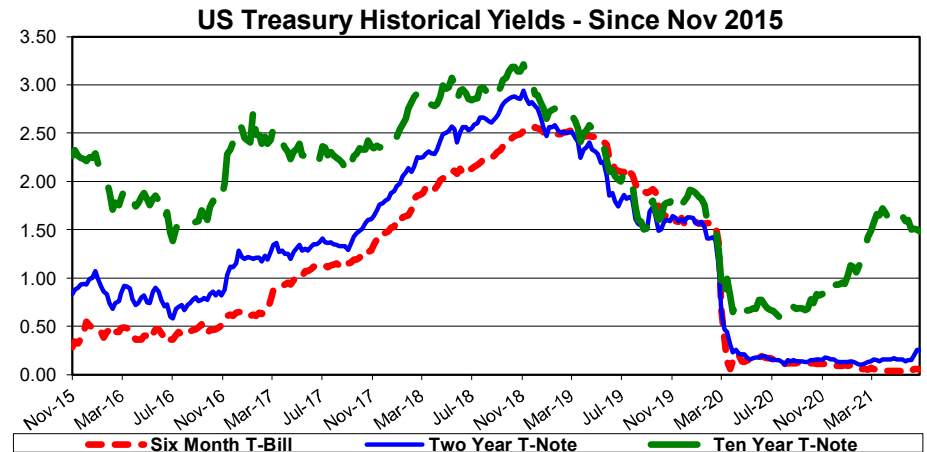
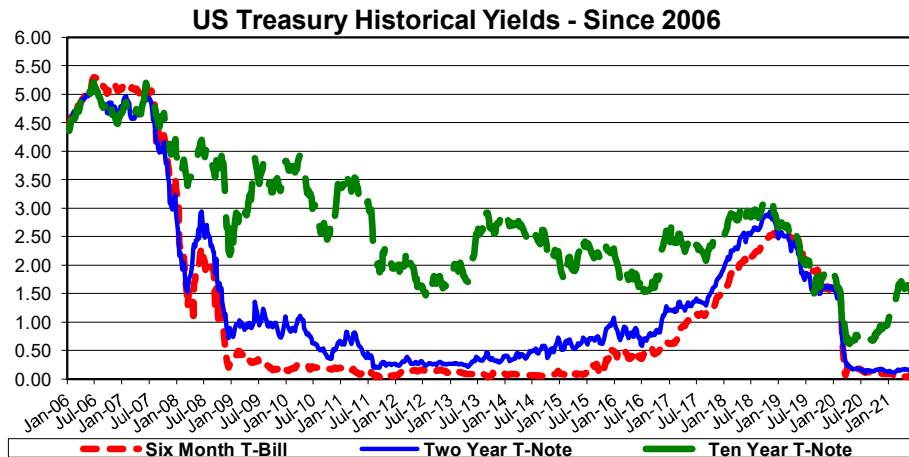
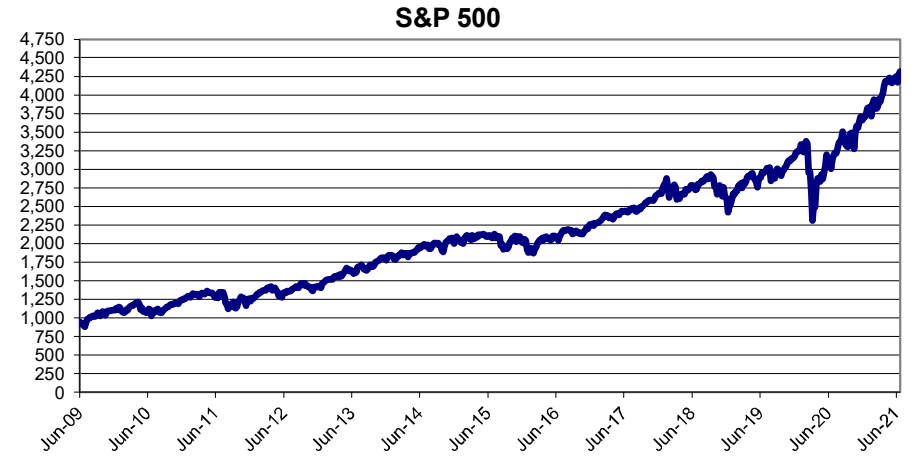
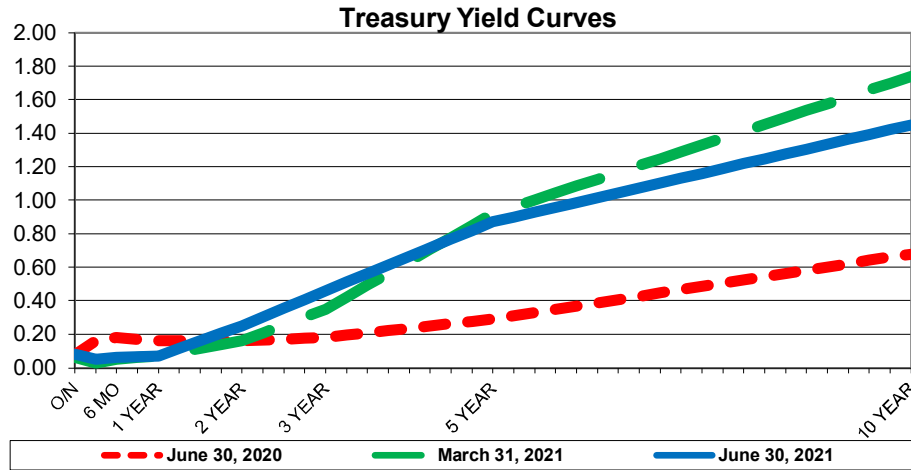
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

6/30/2021

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%), and projects that reduced rates could remain into 2023. First Quarter GDP posted +6.4% (Final). In June, Payrolls added 850k and Unemployment (U2) rose slightly to 5.9%. Crude oil traded up to +/- \$75 per barrel. The Stock Markets reached new highs. Housing, Industrial Production, Durable Goods, Consumer Spending, and other indicators moderated and showed signs of strain. The Biden administration and Congress continue to negotiate an infrastructure package. Inflation surged over the FOMC 2+% target, but is considered to be temporary. The Yield Curve "humped" slightly in the two-to-three year maturity sector while the long end fell.



Investment Holdings

June 30, 2021

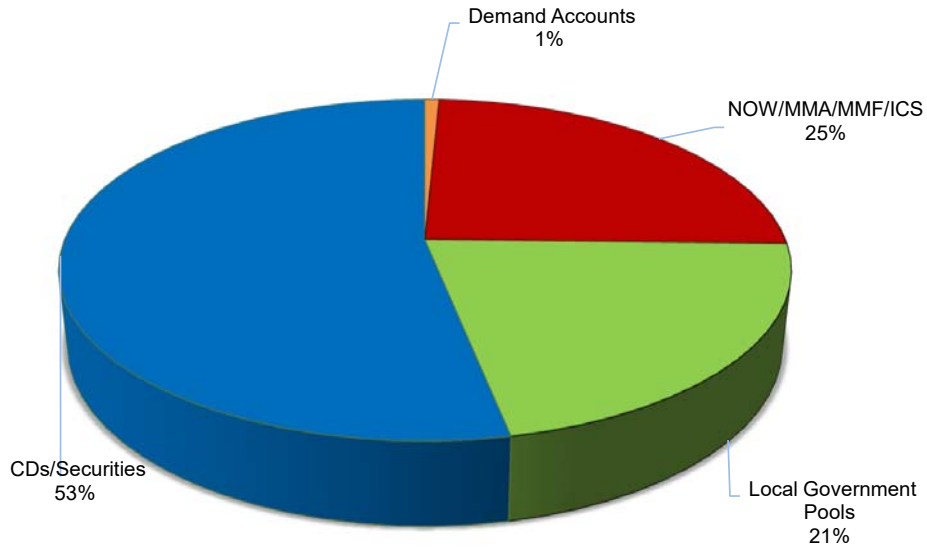
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
BOT DDA (3)		0.20%	07/01/21	06/30/21	\$ 612,903	\$ 612,903	1.00	\$ 612,903	1	0.20%
BTH Bank ICS		0.03%	07/01/21	06/30/21	114,552	114,552	1.00	\$ 114,552	1	0.03%
BOT Escrow MMF		0.03%	07/01/21	06/30/21	8,726,671	8,726,671	1.00	\$ 8,726,671	1	0.03%
Veritex Bank MMA		0.08%	07/01/21	06/30/21	1,400,052	1,400,052	1.00	\$ 1,400,052	1	0.08%
NexBank ICS		0.45%	07/01/21	06/30/21	9,889,466	9,889,466	1.00	\$ 9,889,466	1	0.45%
TexPool	AAAm	0.01%	07/01/21	06/30/21	36,578	36,578	1.00	\$ 36,578	1	0.01%
TexSTAR	AAAm	0.01%	07/01/21	06/30/21	17,517,037	17,517,037	1.00	\$ 17,517,037	1	0.01%
East West Bank		0.21%	07/15/21	01/25/21	1,000,000	1,000,000	100.00	1,000,000	15	0.21%
East West Bank		0.41%	07/16/21	07/16/20	1,000,000	1,000,000	100.00	1,000,000	16	0.41%
East West Bank		0.21%	08/16/21	01/25/21	2,000,000	2,000,000	100.00	2,000,000	47	0.21%
Bank OZK		0.40%	09/13/21	07/13/20	1,000,000	1,000,000	100.00	1,000,000	75	0.40%
East West Bank		0.27%	09/13/21	11/13/20	1,500,000	1,500,000	100.00	1,500,000	75	0.27%
East West Bank		0.21%	09/15/21	01/25/21	2,000,000	2,000,000	100.00	2,000,000	77	0.21%
East West Bank		0.21%	10/15/21	01/25/21	1,000,000	1,000,000	100.00	1,000,000	107	0.21%
East West Bank		0.21%	10/15/21	01/25/21	3,500,000	3,500,000	100.00	3,500,000	107	0.21%
Independent Bank		0.35%	10/25/21	10/23/20	825,000	825,000	100.00	825,000	117	0.35%
East West Bank		0.09%	11/08/21	05/11/21	2,750,000	2,750,000	100.00	2,750,000	131	0.09%
East West Bank		0.09%	11/13/21	05/13/21	500,000	500,000	100.00	500,000	136	0.09%
East West Bank		0.09%	11/13/21	05/13/21	400,000	400,000	100.00	400,000	136	0.09%
Bank OZK		0.40%	11/15/21	07/15/20	825,000	825,000	100.00	825,000	138	0.40%
East West Bank		0.20%	12/15/21	01/25/21	1,000,000	1,000,000	100.00	1,000,000	168	0.20%
East West Bank		0.20%	12/15/21	01/25/21	2,000,000	2,000,000	100.00	2,000,000	168	0.20%
East West Bank		1.64%	12/23/21	11/05/19	1,284,500	1,284,500	100.00	1,284,500	176	1.64%
East West Bank		0.09%	01/13/22	05/13/21	800,000	800,000	100.00	800,000	197	0.09%
Prosperity Bank		0.20%	01/26/22	01/26/21	1,000,000	1,000,000	100.00	1,000,000	210	0.20%
Prosperity Bank		0.20%	01/26/22	01/26/21	1,000,000	1,000,000	100.00	1,000,000	210	0.20%
Prosperity Bank		0.20%	01/26/22	01/26/21	2,000,000	2,000,000	100.00	2,000,000	210	0.20%
East West Bank		1.64%	01/31/22	01/31/20	1,354,000	1,354,000	100.00	1,354,000	215	1.64%
East West Bank		0.10%	02/11/22	05/13/21	1,000,000	1,000,000	100.00	1,000,000	226	0.10%
East West Bank		0.10%	02/11/22	05/13/21	2,000,000	2,000,000	100.00	2,000,000	226	0.10%
East West Bank		0.10%	03/11/22	05/13/21	200,000	200,000	100.00	200,000	254	0.10%
East West Bank		0.10%	03/11/22	05/13/21	200,000	200,000	100.00	200,000	254	0.10%
Bank OZK		0.13%	05/13/22	05/13/21	1,200,000	1,200,000	100.00	1,200,000	317	0.13%
Bank OZK		0.13%	05/13/22	05/13/21	600,000	600,000	100.00	600,000	317	0.13%
Bank OZK		0.13%	05/13/22	05/13/21	400,000	400,000	100.00	400,000	317	0.13%
Bank OZK		0.13%	05/13/22	05/13/21	850,000	850,000	100.00	850,000	317	0.13%
Prosperity Bank		0.20%	05/24/22	05/24/21	1,000,000	1,000,000	100.00	1,000,000	328	0.20%
Bank OZK		0.13%	07/13/22	05/13/21	400,000	400,000	100.00	400,000	378	0.13%
Bank OZK		0.13%	07/13/22	05/13/21	934,500	934,500	100.00	934,500	378	0.13%
Legend Bank CDARS		0.42%	07/28/22	10/29/20	1,910,868	1,910,868	100.00	1,910,868	393	0.42%
Legend Bank CDARS		0.50%	09/10/22	09/10/20	1,323,269	1,323,269	100.00	1,323,269	437	0.50%

Investment Holdings
June 30, 2021

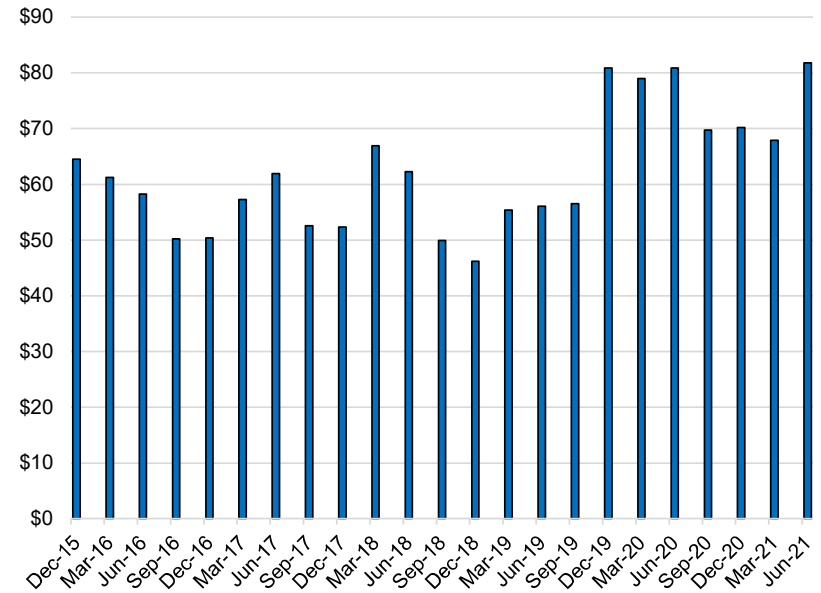
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield	
Allegiance Bank		0.30%	11/30/22	11/30/20	1,708,000	1,708,000	100.00	1,708,000	518	0.30%	
Bank OZK		0.21%	03/23/23	03/23/21	995,000	995,000	100.00	995,000	631	0.21%	
\$ 81,757,395						\$ 81,757,395		\$ 81,757,395		112	0.22%
									(1)	(2)	

- (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.
- (2) **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.

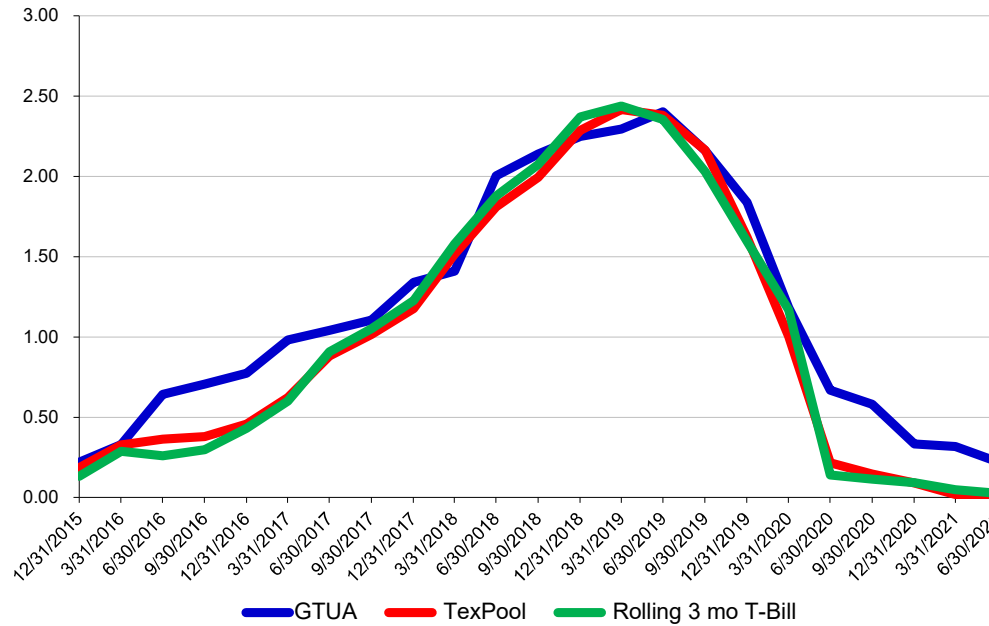
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/21	Increases	Decreases	Book Value 06/30/21	Market Value 03/31/21	Change in Market Value	Market Value 06/30/21
BOT	0.20%	07/01/21	\$ 296,623	\$ 316,280	\$ -	\$ 612,903	\$ 296,623	\$ 316,280	\$ 612,903
BTH Bank ICS	0.03%	07/01/21	114,549	3	-	114,552	114,549	3	114,552
BOT Escrow MMF	0.03%	07/01/21	8,478,984	247,687	-	8,726,671	8,478,984	247,687	8,726,671
Veritex Bank MMA	0.08%	07/01/21	-	1,400,052	-	1,400,052	-	1,400,052	1,400,052
NexBank ICS	0.45%	07/01/21	8,410,958	1,478,508	-	9,889,466	8,410,958	1,478,508	9,889,466
TexPool	0.01%	07/01/21	36,576	2	-	36,578	36,576	2	36,578
TexSTAR	0.01%	07/01/21	11,309,336	6,207,701	-	17,517,037	11,309,336	6,207,701	17,517,037
East West Bank	0.21%	04/15/21	1,000,000	-	(1,000,000)	-	1,000,000	(1,000,000)	-
Cap Tex Bank	2.74%	04/17/21	1,308,000	-	(1,308,000)	-	1,308,000	(1,308,000)	-
East West Bank	0.38%	04/30/21	700,000	-	(700,000)	-	700,000	(700,000)	-
East West Bank	0.26%	05/13/21	3,000,000	-	(3,000,000)	-	3,000,000	(3,000,000)	-
East West Bank	0.21%	05/14/21	1,000,000	-	(1,000,000)	-	1,000,000	(1,000,000)	-
East West Bank	0.31%	06/07/21	1,000,000	-	(1,000,000)	-	1,000,000	(1,000,000)	-
East West Bank	0.21%	06/15/21	1,000,000	-	(1,000,000)	-	1,000,000	(1,000,000)	-
East West Bank	0.21%	07/15/21	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	0.41%	07/16/21	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	0.21%	08/16/21	2,000,000	-	-	2,000,000	2,000,000	-	2,000,000
Bank OZK	0.40%	09/13/21	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	0.27%	09/13/21	1,500,000	-	-	1,500,000	1,500,000	-	1,500,000
East West Bank	0.21%	09/15/21	2,000,000	-	-	2,000,000	2,000,000	-	2,000,000
East West Bank	0.21%	10/15/21	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	0.21%	10/15/21	3,500,000	-	-	3,500,000	3,500,000	-	3,500,000
Independent Bank	0.35%	10/25/21	825,000	-	-	825,000	825,000	-	825,000
East West Bank	0.09%	11/08/21	-	2,750,000	-	2,750,000	-	2,750,000	2,750,000
East West Bank	0.09%	11/13/21	-	500,000	-	500,000	-	500,000	500,000
East West Bank	0.09%	11/13/21	-	400,000	-	400,000	-	400,000	400,000
Bank OZK	0.40%	11/15/21	825,000	-	-	825,000	825,000	-	825,000
East West Bank	0.20%	12/15/21	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	0.20%	12/15/21	2,000,000	-	-	2,000,000	2,000,000	-	2,000,000
East West Bank	1.64%	12/23/21	1,284,500	-	-	1,284,500	1,284,500	-	1,284,500
East West Bank	0.09%	01/13/22	-	800,000	-	800,000	-	800,000	800,000
Prosperity Bank	0.20%	01/26/22	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
Prosperity Bank	0.20%	01/26/22	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
Prosperity Bank	0.20%	01/26/22	2,000,000	-	-	2,000,000	2,000,000	-	2,000,000
East West Bank	1.64%	01/31/22	1,354,000	-	-	1,354,000	1,354,000	-	1,354,000
East West Bank	0.10%	02/11/22	-	1,000,000	-	1,000,000	-	1,000,000	1,000,000

East West Bank	0.10%	02/11/22	–	2,000,000	–	2,000,000	–	2,000,000	2,000,000
East West Bank	0.10%	03/11/22	–	200,000	–	200,000	–	200,000	200,000
East West Bank	0.10%	03/11/22	–	200,000	–	200,000	–	200,000	200,000
Bank OZK	0.13%	05/13/22	–	1,200,000	–	1,200,000	–	1,200,000	1,200,000
Bank OZK	0.13%	05/13/22	–	600,000	–	600,000	–	600,000	600,000
Bank OZK	0.13%	05/13/22	–	400,000	–	400,000	–	400,000	400,000
Prosperity Bank	0.13%	05/13/22	–	850,000	–	850,000	–	850,000	850,000
Prosperity Bank	0.20%	05/24/22	–	1,000,000	–	1,000,000	–	1,000,000	1,000,000
Bank OZK	0.13%	07/13/22	–	400,000	–	400,000	–	400,000	400,000
Bank OZK	0.13%	07/13/22	–	934,500	–	934,500	–	934,500	934,500
Legend Bank CDARS	0.42%	07/28/22	1,908,873	1,995	–	1,910,868	1,908,873	1,995	1,910,868
Legend Bank CDARS	0.50%	09/10/22	1,321,624	1,645	–	1,323,269	1,321,624	1,645	1,323,269
Allegiance Bank	0.30%	11/30/22	1,708,000	–	–	1,708,000	1,708,000	–	1,708,000
Bank OZK	0.21%	03/23/23	995,000	–	–	995,000	995,000	–	995,000
TOTAL / AVERAGE	0.22%		\$ 67,877,024	\$ 22,888,371	\$ (9,008,000)	\$ 81,757,395	\$ 67,877,024	\$ 13,880,371	\$ 81,757,395

**Allocation by Fund
Book & Market Value**

June 30, 2021

		Investment	General	Construction	TWDB Escrow - Sherman (456, 558 & 570)	Bond I&S	Revenue	Reserve
	Maturity	Total						
BOT		\$ 612,903	\$ 612,903					
BTH Bank ICS		114,552		114,552				
BOT Escrow MMF		8,726,671		8,680,376	46,295			
Veritex Bank MMA		1,400,052		1,400,052				
NexBank ICS		9,889,466		4,236,915		5,652,551		
TexPool		36,578	36,578					
TexSTAR		17,517,037	376,876	10,786,406		3,955,347	2,122,864	275,544
East West Bank	07/15/21	1,000,000		1,000,000				
East West Bank	07/16/21	1,000,000		1,000,000				
East West Bank	08/16/21	2,000,000		2,000,000				
Bank OZK	09/13/21	1,000,000		1,000,000				
East West Bank	09/13/21	1,500,000		1,500,000				
East West Bank	09/15/21	2,000,000		2,000,000				
East West Bank	10/15/21	1,000,000		1,000,000				
East West Bank	10/15/21	3,500,000		3,500,000				
Independent Bank	10/25/21	825,000		825,000				
East West Bank	11/08/21	2,750,000		2,750,000				
East West Bank	11/13/21	500,000		500,000				
East West Bank	11/13/21	400,000		400,000				
Bank OZK	11/15/21	825,000		825,000				
East West Bank	12/15/21	1,000,000		1,000,000				
East West Bank	12/15/21	2,000,000		2,000,000				
East West Bank	12/23/21	1,284,500						1,284,500
East West Bank	01/13/22	800,000		800,000				
Prosperity Bank	01/26/22	1,000,000		1,000,000				
Prosperity Bank	01/26/22	1,000,000		1,000,000				
Prosperity Bank	01/26/22	2,000,000		2,000,000				
East West Bank	01/31/22	1,354,000						1,354,000
East West Bank	02/11/22	1,000,000		1,000,000				
East West Bank	02/11/22	2,000,000		2,000,000				
East West Bank	03/11/22	200,000		200,000				
East West Bank	03/11/22	200,000		200,000				
Bank OZK	05/13/22	1,200,000		1,200,000				
Bank OZK	05/13/22	600,000		600,000				
Bank OZK	05/13/22	400,000		400,000				

**Allocation by Fund
Book & Market Value**

June 30, 2021

		Investment			TWDB Escrow - Sherman (456, 558 & 570)			
	Maturity	Total	General	Construction		Bond I&S	Revenue	Reserve
Bank OZK	05/13/22	850,000		850,000				
Prosperity Bank	05/24/22	1,000,000		1,000,000				
Bank OZK	07/13/22	400,000		400,000				
Bank OZK	07/13/22	934,500						934,500
Legend Bank CDARS	07/28/22	1,910,868						1,910,868
Legend Bank CDARS	09/10/22	1,323,269						1,323,269
Allegiance Bank	11/30/22	1,708,000						1,708,000
Bank OZK	03/23/23	995,000						995,000
Totals		\$ 81,757,395	\$ 1,026,357	\$ 59,168,301	\$ 46,295	\$ 9,607,898	\$ 2,122,864	\$ 9,785,681

**Allocation by Fund
Book & Market Value**

March 31, 2021

		Investment			TWDB Escrow - Sherman (456, 558 & 570)	Bond I&S	Revenue	Reserve
	Maturity	Total	General	Construction				
BOT		\$ 296,623	\$ 296,623					
BTH Bank ICS		114,549		114,549				
BOT Escrow MMF		8,478,984		8,432,693	46,291			
NexBank ICS		8,410,958		4,267,065		4,143,893		
TexPool		36,576	36,576					
TexSTAR		11,309,336	376,865	5,991,551		3,493,697	1,194,247	252,976
East West Bank	04/15/21	1,000,000		1,000,000				
Cap Tex Bank	04/17/21	1,308,000						1,308,000
East West Bank	04/30/21	700,000		700,000				
East West Bank	05/13/21	3,000,000		3,000,000				
East West Bank	05/14/21	1,000,000		1,000,000				
East West Bank	06/07/21	1,000,000		1,000,000				
East West Bank	06/15/21	1,000,000		1,000,000				
East West Bank	07/15/21	1,000,000		1,000,000				
East West Bank	07/16/21	1,000,000		1,000,000				
East West Bank	08/16/21	2,000,000		2,000,000				
Bank OZK	09/13/21	1,000,000		1,000,000				
East West Bank	09/13/21	1,500,000		1,500,000				
East West Bank	09/15/21	2,000,000		2,000,000				
East West Bank	10/15/21	1,000,000		1,000,000				
East West Bank	10/15/21	3,500,000		3,500,000				
Independent Bank	10/25/21	825,000		825,000				
Bank OZK	11/15/21	825,000		825,000				
East West Bank	12/15/21	1,000,000		1,000,000				
East West Bank	12/15/21	2,000,000		2,000,000				
East West Bank	12/23/21	1,284,500						1,284,500
Prosperity Bank	01/26/22	1,000,000		1,000,000				
Prosperity Bank	01/26/22	1,000,000		1,000,000				
Prosperity Bank	01/26/22	2,000,000		2,000,000				
East West Bank	01/31/22	1,354,000						1,354,000
Legend Bank CDARS	07/28/22	1,908,873						1,908,873
Legend Bank CDARS	09/10/22	1,321,624						1,321,624
Allegiance Bank	11/30/22	1,708,000						1,708,000
Bank OZK	03/23/23	995,000						995,000
Totals		\$ 67,877,024	\$ 710,064	\$ 48,155,857	\$ 46,291	\$ 7,637,591	\$ 1,194,247	\$ 10,132,973

ATTACHMENT X



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: August 12, 2021

SUBJECT: AGENDA ITEM NO. X

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

ISSUE

Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Whitewright WWTP Rehabilitation project).

BACKGROUND

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

In March of 2019, the Authority staff solicited the engineering services on behalf of the City of Whitewright, following the requirements of TWDB Disadvantage Business Enterprise Program. The Board of Directors subsequently confirmed the Whitewright City Council's selection of KSA Engineers. A contract was never signed with KSA Engineers as we worked through the TWDB processes. In early January 2020, the primary engineer for KSA announced his resignation. As a result, the City wanted to re-solicit to be sure they have the most qualified team for the project. At the January 2021 Board Meeting, the Board of Directors confirmed the selection of Kimley-Horn to provide engineering services on this project.

After Kimley-Horn was engaged, they began looking at the cost estimates and quickly realized that we were not pursuing enough money to construct the new WWTP. This is not necessarily an error from the previous firm. The original estimate was put together in spring of 2019 and the costs for construction have elevated significantly of the last 2.5 years. After discussions with the City, Engineer and TWDB the staff is now proposing to increase the amount of funds we are requesting in the application.

CONSIDERATIONS

The previous amount we requested was a not-to-exceed of \$5,810,000.00. The amount we are now requesting to apply for is \$7,145,000. At this point we are unsure if the TWDB will be able to fund this increase from the CWSRF, but we believe it is absolutely worth an attempt as the City has qualified for 70% loan forgiveness through this program. If the increase is ultimately denied by the TWDB, we will likely have to look at other funding options to cover the increase.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

STAFF RECOMMENDATIONS

Staff recommends the Board approve the Resolution requesting financial assistance from the TWDB on behalf of the City of Whitewright for improvements to their WWTP in an amount not to exceed \$7,145,000.

ATTACHMENTS

Affidavit
Certificate of Secretary
Resolution

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

Application Affidavit

THE STATE OF TEXAS §
COUNTY OF _____ §
APPLICANT _____ §

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

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

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

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

4. The _____ (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance; and

5. the _____ (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

Official Representative
Title: _____

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

(NOTARY'S SEAL) _____
Notary Public, State of Texas

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF _____ §
APPLICANT _____ §

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

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

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

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

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

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

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

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

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

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

Secretary

(SEAL)

Application Filing and Authorized Representative Resolution

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

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ _____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

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

Financial Advisor: _____

Engineer: _____

Bond Counsel: _____

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

ATTEST: _____

By: _____

(Seal)

ATTACHMENT XI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: July 27, 2021

SUBJECT: AGENDA ITEM NO. XI

CONSIDER AND ACT UPON CHANGE ORDER NO. 1 AND A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HALL RESOURCES LLC DBA THI WATER WELL FOR THE GUNTER WATER SYSTEM IMPROVEMENT 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 Hall Resources LLC dba THI Water Well for the Gunter Water System Improvements Project as complete.

BACKGROUND

In late 2017, the City of Gunter Mayor and Staff approached the Authority staff to request assistance with obtaining funding to construct a well, ground storage tank and pump station. The City had two wells in their system with one being substantially larger than the other. The City needed to have another well in their system to provide redundancy when the large well went down. The City was less than 60 homes away from meeting the Texas Commission on Environmental Quality's ("TCEQ") 0.6 gallons per minute of source water per connection rule.

The Authority, on behalf of the City of Gunter, was approved for funding from the Texas Water Development Board's ("TWDB") Drinking Water State Revolving Fund ("DWSRF") for a loan in the amount of \$3,415,000. The DWSRF offers a 1.35% interest rate subsidy which brought the interest rate on this 30-year bond series to 2.45%. The TWDB estimates that by utilizing this program, the City of Gunter could save approximately \$762,000 over the loan.

The project was separated into two projects with Project A including: (1) a 250,000-gallon ground storage tank; (2) pump station; (3) disinfection facilities; (4) generator; (5) SCADA; (6) water line from the pump station to J.C. Maples Road; and (7) appurtenances. Project B included a new water well and appurtenances.

Project B was awarded at the June 2019 Board meeting to the THI Water Well. The award was for the base bid of \$1,156,189.00.

CONSIDERATIONS

This project was completed on July 1, 2021. The City of Gunter will also need to approve the closeout of this contract.

At the time of drafting this memorandum, we have still not received the Change Order. As soon as we have the documentation, that information will be emailed to the Board of Directors.

STAFF RECOMMENDATIONS



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

The Authority staff recommends that the Board authorizes the close out of this project, contingent upon the City of Gunter taking similar action.

The Staff will have a recommendation at the Board Meeting regarding Change Order No. 1.

ATTACHMENTS

Closeout Resolution

Closeout Documents

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

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HALL RESOURCES, LLC DBA THI WATER WELL AS COMPLETE FOR THE CITY OF GUNTER WATER WELL IMPROVEMENTS PROJECT

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Hall Resources, LLC dba THI Water Well for City of Gunter Water Well Improvements Project; and

WHEREAS, representatives of the Greater Texoma Utility Authority, City of Gunter and the project engineer have inspected the Water Well Improvements Project and found it to be complete;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with Hall Resources, LLC dba THI Water Well as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____, 2021 by the following vote:

AYE:

NAY:

ABSTAIN:

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

President

ATTEST:

Secretary-Treasurer

PERIODIC ESTIMATE

Estimate No. 6 Sheet 1 of 1 Sheets

Project Description: City of Guater
 Owner: GTUA
 Address: _____
 Contractor: Hall Resources LLC dba TH1 Water Well
 Address: PO Box 1419, Bonnie TN 37020

Original Contract Amount	1,156,189.00
Total Additions	51,140.00
Total Deductions	8,640.00
Contract as Revised to Date	\$ 1,198,689.00
Total Amount of Work Done to Date	1198689.00
Materials on Hand	0.00
Total Work and Materials	\$ 1,198,689.00
Amount Retained (10) Percent	119,868.90
Balance	\$ 1,078,820.10
Less Previous Payments	1,078,820
Amount Due This Application	\$ 119,868.90

Date of Contract Commencement	Time
Days allowed in Contract	
Date of Substantial completion	
Date of Final Completion	

Contractor's Certification:
C. Todd Brown the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due, and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and that I am authorized to make this affidavit.

CLAIMANT: Hall Resources LLC dba TH1 Water Well
 By: C. Todd Brown, President
 Subscribed and sworn to before me June 21, 2021
 My commission expires 11-19-2024
 Notary Public: Paul D. Jones

ENGINEER'S Recommendation:

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

26 JUL 21
 Date

Mark D. Hill, P.E.
 ENGINEER
 By: _____



 Date
7-27-21
 Date

 GTUA
[Signature]
 INSPECTOR

CERTIFICATE OF PROJECT COMPLETION

Project: City of Gunter

Date of Issuance: July 1, 2021

Owner: Greater Texoma Utility Authority

Contractor: Hall Resources LLC dba THI Water Well

Engineer: Freeman-Millican, Inc (Mark D. Hill P.E.)

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 Gunter
OWNER

And to Hall Resources, LLC dba THI Water Well
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

July 1, 2021
Date of Completion

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

RESPONSIBILITIES:

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

CONTRACTOR: Two year Contractor's Guarantee (from the date of completion),
Payment and Performance Bonds, Pipe Manufacturer's Warranty,

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

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

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

Executed by ENGINEER on July 26, 2021, _____.



Mark D. Hill, PE

ENGINEER

By: Mark D. Hill, P.E.

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

TWDB Project No. 62797

Loan No. DWSRF L1000819

This executed certificate must be submitted with each Outlay report for labor included within construction contracts. This Certificate applies only for Financial Assistance CLOSED AFTER 10/30/2009.

I, Dave Tomlinson, Project Inspector of
(Name) (Title)
Greater Texoma Utility Authority hereby certify that periodic reviews of a
(Name of entity)

representative sample of the weekly payroll data, and contractor weekly payroll certifications, such as OMB No. 1235-0008, have been performed to verify that contractors and subcontractors are paying the appropriate wage rate for compliance with section 513 of the Federal Water Pollution Control Act (33 U.S.C. §1372) for the Clean Water State Revolving Fund or with section 1452(a)(5) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(5)) for the Drinking Water State Revolving Fund. These laws require payment of prevailing wages in accordance with 40 U.S.C. §§ 3141-3144, 3146, and 3147 (contained within the Davis-Bacon Act, as amended).

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



Signature

7-27-21

Date

Final American Iron and Steel Certification

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. 62810


Loan No. L1000880

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

I, David Tomlinson, Inspector of GTUA
(Name) (Title)

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

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


Signature

7-27-21
Date



AIA Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. 4403122

PROJECT: *(Name and address)*
GTUA/Gunter Water System Improvements
Project B - Water Well

ARCHITECT'S PROJECT NUMBER:

OWNER

CONTRACT FOR:

ARCHITECT

General Construction

CONTRACTOR

CONTRACT DATED:

September 24, 2019

SURETY

OTHER

TO OWNER: *(Name and address)*
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

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

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

SURETY,

on bond of

(Insert name and address of Contractor.)

Hall Resources LLC dba THI Water Well
P.O. Box 1419
Bowie, TX 76230

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to
(Insert name and address of Owner.)

Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 14, 2021
(Insert in writing the month followed by the numeric date and year.)

FCCI Insurance Company

(Surety)


(Signature of authorized representative)

Tina McLelland, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal)



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original ensures that changes will not be obscured.

AIA[®] Document G707[™] – 1994 Instructions

Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose. AIA Document G707[™] is intended for use as a companion to AIA Document G706[™], Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

COMPLETING G707-1994

General. The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

EXECUTING THE DOCUMENT

AIA Document G707 requires both the Surety's seal and the signature of the Surety's authorized representative.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Garland Martin; Robbie Martin; Josh Andrajack; Tina McLelland; Haevyn Risley

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 14th day of July, 2021

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: June 30, 2021

Project: City of Gunter

Owner: Greater Texoma Utility Authority

Contractor: Hall Resources LLC dba THI Water Well

Date of Contract: October 7, 2019

Date of Project Completion: July 1, 2021 *to*

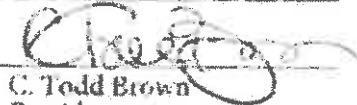
Final Contract Amount: \$1,198,689.00

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 two year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of two 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: Hall Resources, LLC dba THI Water Well

By:



C. Todd Brown
President

Date:

Attest:


Paula Jones

ATTACHMENT XII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: August 11, 2021

SUBJECT: AGENDA ITEM NO. XII

CONSIDER AND ACT UPON AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 3 FOR THE COLLIN GRAYSON MUNICIPAL ALLIANCE WATER SYSTEM'S NORTH TEXAS MUNICIPAL WATER DISTRICT POINT OF DELIVERY PROJECT WITH DICKERSON CONSTRUCTION

ISSUE

Consider and act upon Change Order No. 3 to the Contract with Dickerson Construction for the Collin Grayson Municipal Alliance Water system's North Texas Municipal Water District Point of Delivery project.

BACKGROUND

The North Texas Municipal Water District ("NTMWD") constructed a new 84" transmission line that runs within 500' of the Authority's Collin-Grayson Municipal Alliance ("CGMA") pump station. For the past 10 years, the system has purchased water from NTMWD and has it delivered through the City of McKinney's distribution system. This arrangement has worked great for all parties, however, now that the NTMWD line is in the area, the CGMA system will finally be able to tie directly into NTMWD's transmission system and eliminate the pass through charge from McKinney.

In October of 2017 the Board authorized the execution of a contract with Freeman-Millican Engineers for the design of the new point of delivery project in addition to studying the feasibility of a north feed on the system from the City of Sherman.

At the June 2018 meeting, the Board of Directors approved an interlocal agreement to sell seven (7) easements the Authority purchased on behalf of the CGMA Cities in 2005-2006 to the NTMWD. The sale of these easements resulted in \$310,718.53 to be paid immediately and the remaining \$264,199.24 to be paid within 18 months.

On Thursday, September 5th, 2019 the Authority opened bids for the project. The low bid was submitted by Dickerson Construction in the amount of \$721,005.00. In an effort to reduce costs, Change Order No. 1 was authorized simultaneously with the award of contract. Change Order No. 1 consisted of eliminating the emergency interconnect with McKinney as well as constructing an additional 8" pipeline to feed a new fire hydrant at the pump station. Change Order No. 1 resulted in a \$99,256.00 reduction resulting in a revised contract amount of \$621,749.00.

The City of Irving's 75' easement includes a 72" waterline and a fiber optic cable. The fiber optic cable was unknown and not shown on as-built plan sets. The City of Irving requested a larger clearance from their 72" pipe and to provide steel encasement across their easement. The steel encasement would protect the 36" pipeline in the event Irving needs to excavate in the area for pipeline repair and during installation of the future pipeline adjacent to the existing pipeline. This Change Order includes modification to the 36" pipe segments due to additional bends and layout, addition of 48" steel encasement pipe and lowering of the fiber optic cable, with associated welded connection, materials and installation.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

Change Order No. 2 resulted in an increase of \$98,036.80 resulting in a revised contract amount of \$719,785.80. Change Order No. 2 was developed after many discussions and negotiations with the City of Irving. This was the most economical way to cross the Irving waterline and fiber optic line in a timely manner.

Change Order No. 3 consists of the following: (1) Change air release manhole from 4' diameter to 6' diameter at the request of NTMWD - \$6,177.00; (2) Addition of 8" flange valve at connection for fire line - \$3,473.12; (3) Addition of 2 - 18" Ductile Iron 22½ deg bends with accessories for connection to existing 18" pipeline - \$4,655.92; (4) Add two stainless steel fittings and isolation valves in meter vault for GTUA installed pressure gauges to facilitate operations and monitor orifice plate - \$1,775.00.

CONSIDERATIONS

Change Order No. 3 would result in an increase of \$16,081.04 resulting in a revised contract amount of \$735,866.84. Funds are available to cover the additional costs from this Change Order.

STAFF RECOMMENDATIONS

The Authority staff recommends authorizing the execution of Change Order No. 3 with Dickerson Construction in the amount of \$16,081.04 resulting in a revised contract amount of \$735,866.84.

ATTACHMENTS

Change Order No. 3

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

CHANGE ORDER No. 3

ENGINEER'S Project No.: **16023**
PROJECT: **GTUA Bloomdale Pump Station NTMWD POD**
CONTRACTOR: **Dickerson Construction Co., Inc.**

ORIGINAL CONTRACT Amount: **\$ 721,005.00** CONTRACT Date: **OCT 7, 2019**

TO: **Dickerson Construction Co., Inc.**
CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

Greater Texoma Utility Authority
Owner

By: _____

Dated: _____

NATURE OF CHANGES:

1. Change Air Release Manhole from 4' diameter to 6' diameter at the request of NTMWD - \$6,177.00
2. Addition of 8" flange valve at connection for fire line - \$3,473.12
3. Addition of 2- 18" DI 22½ deg bends with accessories for connection to existing 18" pipeline - \$4,655.92
4. Add stainless steel fittings and isolation valves in meter vault for GTUA installed pressure gauges (2) to facilitate operations and monitor orifice plate - \$1,775.00

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price:	\$ <u>721,005.00</u>
Change Order No. 1:	\$ <u>(99,256.00)</u>
Change Order No. 2:	\$ <u>98,036.80</u>
Change Order No. 3:	\$ <u>16,081.04</u>
New Contract Price:	\$ <u>735,866.84</u>
Percent Change:	<u>2.0%</u>


The Above Changes are Recommended for Approval:

Freeman-Millican, Inc.
Engineer

By: _____
Mark D. Hill, P.E.

Dated: _____

Dickerson Construction Co., Inc.
Contractor

By: 

Dated: 8-10-21

ATTACHMENT XIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: JUNE 16, 2021

SUBJECT: AGENDA ITEM NO. XIII

**CONSIDER AND ACT UPON AN AGREEMENT FOR WATER PRODUCTION SERVICES WITH NORTHERN HILLS
WATER SERVICE**

ISSUE

Consideration of an agreement for water production services with Northern Hills Water Service.

BACKGROUND

Recently Northern Hills Water Service 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 Owner of the System and they will be reviewing this agreement in the coming days.

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

The staff anticipates the Northern Hills Water Service duties to require approximately 2 hours per week which can be absorbed with the current staff.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of an agreement with Northern Hills Water Service for Water Production Services.

ATTACHMENTS

Water Production Services Agreement
Proposal

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

WATER PRODUCTION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This Agreement, made and entered into this _____ day of _____, 2021, by and between the Northern Hills Water Service, in Grayson County, Texas, hereinafter called "Northern Hills," and the Greater Texoma Utility Authority, hereinafter called "GTUA."

WITNESSETH:

WHEREAS, Northern Hills owns a water distribution system that provides potable water for its citizens; and

WHEREAS, Northern Hills has determined that it is in its best interest that an entity experienced and qualified in water services be engaged to assist in operating, managing and maintaining its water system in compliance with all governmental requirements; and

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

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

1. The Proposal. The term "proposal" as used herein refers to the proposal made and submitted by GTUA to Northern Hills dated August 11, 2021 as amended, modified, or supplemented herein.

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

2. Operation and Management. GTUA shall provide necessary support services for the operation of the water distribution system, as may be desired by Northern Hills.

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

3. Ownership and Financing. The water system is now and shall continue to be owned by Northern Hills and it shall be the responsibility of the Northern Hills 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 Northern Hills to GTUA for actual costs incurred including hourly wages and benefits of the GTUA employees' insurance costs, travel costs to and from Northern Hills, overhead, and other direct costs, including fees for professional services, associated with the operation of the water system. GTUA shall invoice Northern Hills 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 Northern Hills may determine the reasonableness of the charges submitted. Northern Hills 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 Northern Hills 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 Northern Hills and shall be the financial responsibility of Northern Hills. 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 Northern Hills.

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

5. Operating Employees. Present Northern Hills employees, if any, assigned to the water system operations will remain in the employ of Northern Hills, 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 Northern Hills, and shall clearly state from whom Northern Hills 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, Northern Hills agrees to transfer or re-assign such personnel to other work assignments within Northern Hills operations or terminate such employees if they fail to follow work assignments.

GTUA employees shall be responsible for reporting to the General Manager of Northern Hills.

6. Termination. Either Northern Hills 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 Northern Hills, 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, Northern Hills 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 Northern Hills 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 upon request shall provide a certificate of insurance as evidence of such coverage to General Manager Northern Hills:

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 Northern Hills.

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 Northern Hills.

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 Northern Hills. No employee or agent of Northern Hills 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 Northern Hills hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of GTUA and Northern Hills 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 Northern Hills, addressed to the General Manager, Northern Hills Water Service, 21306 Park Royale Drive, Katy TX 77450 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 Northern Hills.

14. Entire Agreement. This agreement embodies the entire understanding between GTUA and Northern Hills 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 Northern Hills.

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

NORTHERN HILLS

BY: _____
General Manager

DATE: _____

ATTEST:

Name/Title: _____



GREATER TEXOMA UTILITY AUTHORITY

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

August 11, 2021

Jordan Wilkins
Northern Hills Water Service
21306 Park Royale Drive
Katy TX 77450

Re: Proposal for Water Production Services

Dear Ms. Wilkins:

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 Northern Hills Water Service 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. This includes but is not limited to weekly master meter readings, weekly disinfectant residual sampling, monthly bacteriological sampling, quarterly nitrite/nitrate sampling, and annual lead and copper sampling.
- (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 Northern Hills Water Service 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

ADJOURN