



**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
SEPTEMBER 16, 2024**

**GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020**



AGENDA
GREATER TEXOMA UTILITY AUTHORITY
BOARD OF DIRECTORS MEETING
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
Monday, September 16, 2024, 12:00 p.m.

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 16th day of September 2024, at 12:00 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered, and acted upon, including the expenditure of funds.

Agenda:

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Consent Agenda
 - * Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- IV. * Consider and act upon approval of Minutes August 19, 2024, Meeting.
- V. * Consider and act upon approval of accrued liabilities for August 2024.
- VI. Citizens to be Heard.
- VII. Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project)", including the adoption of a resolution approving the issuance of such bonds.
- VIII. Consider and act upon the award of contract for City of Sherman Miscellaneous Water Line Improvements.
- IX. Consider and act upon the award of contract for City of Gainesville Water Transmission Main 16" Foundry Road Project.
- X. Consider and act upon Change Order No. 2 for City of Bells WWTP Rehabilitation Construct with Urban Infraconstruction.

- XI. Consider and act upon Change Order No. 2 and a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with THI doing business as Hall Resources for the City of Whitewright Water System Improvements – Water Well #5 Project as complete.
- XII. Consider and act upon a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Underwood, Inc. for the City of Whitewright Water Distribution System Improvements Waterline Improvements Project as complete.
- XIII. Consider and act upon Change Order No. 5 and a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Landmark Structures for the City of Princeton Water System Improvements Elevated Storage Tank Project as complete.
- XIV. Consider and act upon a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Belt Construction of Texas, LLC for the City of Princeton Water Main CIP Projects 6, 8, and 17 as complete.
- XV. Consider and act upon a building lease agreement between North Texas Regional Airport and Greater Texoma Utility Authority.
- XVI. Consider and act upon Budget Amendment for Fiscal Year 2023-2024.
- XVII. Consider and act upon Budget for Fiscal Year 2024-2025.
- XVIII. Executive Session
 - Pursuant to Government Code, Sections 551.074, the Board of Directors may adjourn into closed Executive Session to discuss the following:
 - A. Personnel Matters
 - (i) Consider evaluation, duties and employment of Authority General Manager
 - (ii) Consider evaluation and duties of administrative and operational personnel
- XIX. Regular Session
- XX. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XXI. 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.

AGENDA ITEM IV

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

MONDAY, AUGUST 19, 2024

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

Members Present: Stanley Thomas, Matt Brown, Scott Blackerby, Henry Koehler, Robert Hallberg, Donald Johnston, Brad Morgan and Kristofor Spiegel

Members Absent: Ken Brawley

Staff: Paul Sigle, Stacy Patrick, Nichole Murphy, Tasha Hamilton, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith

Bond Counsel:

I. Call to Order

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

II. Pledge of Allegiance

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

III. Consent Agenda

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

IV. * Consider and act upon approval of Minutes of July 15, 2024, Meeting.

V. * Consider and act upon approval of accrued liabilities for July 2024.

VI. * Consider and act upon Change Order No. 6 with Underwood Inc. for City of Whitewright Water Distribution System Improvements Project.

VII. * Consider and act upon Change Order No. 2 with Red River Construction Company for CGMA Bloomdale Pump Station, Phase 2 Improvements, Contract A.

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

VIII. Citizens to be Heard.

No citizens wished to be heard.

IX. Receive Quarterly Investment Report.

Board President Brad Morgan reviewed the Quarterly Investment Report with the Board. General Manager Paul Sigle informed the Board that interest rates are going down.

X. Consider and act upon an Engagement Letter for Independent Audit Services for Fiscal Year 2023-2024.

General Manager Paul Sigle provided background information for the Board. Board Member Scott Blackerby made the motion to approve the engagement letter with Patillo, Brown & Hill for Independent Audit Services for Fiscal Year 2023-2024. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

XI. Consider and act upon the award of contract for City of Sherman's Lake Texoma Pump Station Expansion Project.

General Manager Paul Sigle provided background information for the Board. Only one bid was received by the City of Sherman from Archer Western Construction for \$17,857,469.00. Discussion was held. Board Member Matt Brown made the motion to award the contract to Archer Western Construction. Board Member Robert Hallberg seconded the motion. The motion passed unanimously.

XII. Consider and act upon Change Order No. 1 with ANA Site Construction for City of Sherman's Downtown Wastewater Improvements, Phase 1.

General Manager Paul Sigle provided background information for the Board. Change Order No. 1 results in an increase of \$265,299.00 to the original contract bringing the new total contract price to \$2,747,682.00. The City of Sherman has approved Change Order No. 1. Board Member Scott Blackerby made the motion to approve Change Order No. 1. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XIII. Consider and act upon the award of contract for Gober MUD's Pump Station Electrical Improvements Project.

General Manager Paul Sigle provided background information for the Board. H&H Electrical Contractors Inc. is the lowest responsive bidder with a base bid amount of \$363,338.00. Board Member Donald Johnston made the motion to award contract to H&H Electrical Contractors, Inc contingent on Gober MUD approving contract. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

XIV. Consider and act upon the award of contract for City of Bells' Water Mains Installation Project.

General Manager Paul Sigle provided background information for the Board. The lowest bidder failed to respond and provide additional information requested. The second lowest bidder, Hayes Construction, LLC in the amount of \$713,630.00 was selected. Board Member Donald Johnston made the motion to award the contract to Hayes Construction, LLC contingent upon the City of Bell's approval. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

- XV. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with THI DBA Hall Resources for the City of Krum Masch Branch Water Well Project as complete.

General Manager Paul Sigle provided background information for the Board. THI/DBA Hall Resources has completed the City of Krum Masch Branch Water Well Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to THI DBA Hall Resources. Board Member Scott Blackerby made the motion to accept the project as complete contingent upon the City of Krum accepting the closing. Board Member Kristofor Spiegel seconded the motion. Board Member Matt Brown abstained. Motion passed 7 yes, 0 no and 1 abstained.

- XVI. Consider and act upon proposed amendment to the Authority's Policy on Minimum Insurance and Bonding Requirements for Construction Projects.

General Manager Paul Sigle provided background information for the board. Nichole Murphy provided detailed information on required insurance for construction projects. Discussion was held. Board Member Donald Johnston made the motion to table this item. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

Board Member Henry Koehler made the motion to go into Executive Session at 12:35 p.m. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

- XVII. Executive Session

Pursuant to Government Code, Sections 551.129 the Board of Directors may adjourn into closed Executive Session to discuss the following:

- a. Consultations Between Governmental Body and Its Attorney
 - i. Consider GTUA contract negotiations

Board Meeting reconvened into regular session at 12:51 p.m.

- XVIII. Consider all matters incident and related to the execution of an amended and restated contract for Water Supply and Sewer Service between Greater Texoma Utility Authority and the City of Sherman, Texas, including the adoption of a resolution pertaining thereto.

General Manager Paul Sigle provided background information for the Board. The City of Sherman has approved this amended and restated contract. Board Member Matt Brown made the motion to approve the amended and restated contract for Water Supply and Sewer Service between Greater Texoma Utility Authority and the City of Sherman, Texas. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

- XIX. Consider all matters incident and related to the execution of an amended and restated contract for Water Supply and Sewer Service between Greater Texoma Utility Authority and the Bear Creek Special Utility District, including the adoption of a resolution pertaining thereto.

General Manager Paul Sigle provided background information for the Board. Board Member Stanley Thomas made the motion to approve the amended and restated contract for Water Supply and Sewer Service between Greater Texoma Utility Authority and the Bear Creek Special Utility District. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

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

- Update Health, Dental and Vision Insurance to begin all on October 1
- Discussed CGMA water usage through the end of the water year and NTMWD's adjustment to the water rates by reducing the rate by \$0.05 per 1000 gallons. The change is a results reduce cost in chemicals for the system.

XXI. Adjourn

Board Member Scott Blackerby made the motion to adjourn. Board Member Kristofor Spiegel seconded the motion. Board President Brad Morgan declared the meeting adjourned at 1:01 p.m.

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Recording Secretary

Secretary-Treasurer

AGENDA ITEM V

RESOLUTION NO. _____

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

The following liabilities are hereby presented for payment:	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
<u>Dues and Subscriptions</u>			
Gainesville Area Chamber of Commerce (Annual membership dues)	200.00		
<u>Fuel and Reimbursements for Mileage</u>			
Nichole Murphy (Reimbursement for mileage)	67.67		
Paul Sigle (Reimbursement for Mileage)	66.67		
Stacy Packrick (Reimbursement for mileage)	69.68		
Velma Starks (Reimbursement for mileage)	27.11		
Valero Fleet Plus (Fuel - Operations Vehicles)	2,051.09		
<u>Leases/Rental Fees</u>			
Pitney-Bowes (Mailing system)			
North Texas Regional Airport (Lease - administrative offices)	2,494.64		
<u>Legal Fees</u>			
Wynne & Smith, LLC (Agenda, Board Meeting)	640.00		
<u>Maintenance Agreements</u>			
Novatech (Konika-Minolta copier)	497.82		
<u>Meetings and Conferences</u>			
Debi Atkins (Water & Tea)	18.45		
Feast On This (BOD Lunch)	253.00		
<u>Miscellaneous</u>			
Valley View Consulting (Investing fees)	18,750.00		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
Gonzalez Landscape (Lawn Care, May-Sept)	729.15		
<u>Repair & Maintenance - Building & Equipment</u>			
Texoma Fire Equipment (Annual Fire Extinguisher Inspection 24-25)	75.00		
Lowes (Lock for dumpster)	20.24		
Orkin Sherman 971 (Pest Control)	147.00		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Grayson Cty. Tax Assessor (2019 Ford F150 registration for 24/25 year)	7.50		
Whistlestop (2014 F150 oil change)	119.18		
Whistlestop (2022 Ranger & 2019 F150 oil change)	226.30		
Advantage Office Supplies (General Office Supplies)			
American Express (General Office Supplies, Zoom)			
Bank of Texas Visa (General Office Supplies)			
Office Depot (General Office Supplies)			
USA Bluebook (N-Dex gloves 5 boxes PO 2465)	129.22		
<u>Utilities</u>			
ATMOS Energy (Gas)	135.46		
City of Denison (Water)	273.10		
City of Sherman (Trash services)	85.00		
Shell Energy (Electric)	570.59		
Sparklight (Internet)	115.93		
Zulty Inc.(phone lines - local & long distance)	178.22		
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00		
Eric Kyukendall (Reimbursement for cell phone expenses, Wtr License Test)	50.00		
Nichole Murphy (Reimbursement for cell phone expenses)	25.00		
Paul Sigle (Reimbursment for cell phone expense & internet change)	8.34		
Richard McCool (Reimbursement for cell phone expense)	25.00		
Stacy Patrick (Reimbursement for cell phone expenses)	25.00		
Steve White (Reimbursement for cell phone expenses)	25.00		
Wayne Eller (Reimbursement for cell phone expenses)	25.00		
TOTAL:	\$ 28,741.36	\$ 11,221.35	\$ 15,038.89

	CURRENT	PRIOR MONTH	PRIOR YEAR
SOLID WASTE:			
<u>Utilities</u>			
Starr Water Supply (7/17/24-8/19/24)	34.17		
TOTAL:	\$ 34.17	\$ 278.07	\$ 208.85
WASTEWATER:			
<u>Construction Contracts</u>			
ANA Site Construction (Sherman 2022 - Downtown Wastewater improvements phase 1 Pay App #1)	227,545.61		
Archer Western (Pottsboro 2022 - WWTP Expansion & Rehab for .65 MGD flow rate. Pay App #16)	469,860.19		
Lynn Vessels (Sherman 2019 - Sherman 1st street to Rosedale Sewer Replacement Pay App #4)	64,770.39		
Red River Construction (Kaufman 2019 - WWTP Improvements. Pay App #21 Final)	80,591.41		
<u>Engineering Fees</u>			
Geotex (Sherman 2019 - Inspection fees for 1st. Street to Rosedale Sewer project during the period of 7/17/24-7/31/24)	704.25		
Geotex (Sherman 2022 - Downtown Wastewater Improvements PH1 project set up fees from 7/19/24-7/31/24)	1,030.13		
Huilt-Zollars (Sherman 2021 - Post Oak Sanitary sewer Improvements. Engineering services through 7/27/24)	950.00		
Mead & Hunt (Sherman 2024 - Post Oak WWTP Digester and Blower Rehab for services through July 2024)	20,540.16		
Mead & Hunt (Sherman 2022 - TPDES Permit Amendment Support for the period of April 2024-July 2024)	9,030.00		
Plummer (Sherman 2023 - Industrial WW Support / WWT and Water Reuse Master Plan through 6/28/24)	848,133.18		
Plummer (Sherman 2023 - Industrial WW Support / WWT and Water Reuse Master Plan through 7/26/24)	903,558.88		
Plummer (Pottsboro 2019 - WWTP PH2 II RPR Services through 7/26/24)	5,635.00		
Plummer (Pottsboro 2019 - WWTP PH2 Construction phase. 81% Complete. Services through 7/26/24)	6,891.00		
Plummer (Sherman 2022 - WWTP Electrical Switchgear Design for electrical generator services through 7/26/24)	1,771.12		
<u>Legal</u>			
Wynne, Smith & Young (Sherman 2023 - Contract matters between Sherman, Gutta and member cities)	1,610.00		
<u>Miscellaneous</u>			
Grayson County Fire Marshal (Sherman 2024 - South WWTP Permit)	992.40		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Ector 2017 - GTUAECTOR17 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2013 - GTUACRB2013A 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2014 - GRETDOM14CIB 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2015A - GTUASHERM15A 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2019 - GTUASHERM19 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2020 - GTUASHERM20 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2021 - GTUASHERM21 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2023A - GTUASHERM23A 10/1/24)	300.00		
Bank of Texas Trust (Valley View 2022 - GTUAVVIEW22 10/1/24)	300.00		
Bank of Texas Trust (Whitewright 2015 - GTUAWHITE15 10/1/24)	300.00		
Bank of Texas Trust (Whitewright 2023 - GTUAWHITE23A 10/1/24)	600.00		
Bank of Texas Trust (Whitewright 2023 - GTUAWHITE23B 10/1/24)	300.00		
TOTAL:	\$ 2,647,513.72	\$ 6,954,175.25	\$ 1,231,212.09
WATER:			
<u>Construction Costs</u>			
A&B Construction (Lake Kiowa 2021 - PH4 Water Main Replacements Pay App #4)	413,906.31		
Bel Air Village SFR, LLC (Sherman 2023 - Utilities PH2 London Lane & Beach Blvd. pay request #11)	456,524.83		
Landmark Structures (Van Alstyne 2021 - 750K Gallon Elevated Storage Tank & Site Pay App #5)	399,166.25		
Landmark Structures (Van Alstyne 2021 - 750K gallon Elevated Storage Tank & Site Pay App #6)	186,152.50		
Garney Companies (Sherman 2023 - CMAR 36" NW/SW water main transmission line Pay App #13)	6,392,127.65		
Red River Construction (Sherman 2023 - WTP - Las and Rapid Mix improvements Pay App #1)	80,034.17		
Red River Construction (CGMA - Pump Station Rehab Pay App #9)	275,477.70		
Smith Pump Company (Sherman 2024 - SH 24 - Lake Texoma Pump Station Procurement - tested pumps efficiencies, Flow service, Factory testing etc.)	224,900.00		
Veolia WTS Solutions USA (Sherman 2023 - WTP Rehab Project, EDR stack replacement, material, on-site/Off-site support & delivery)	1,118,038.00		
<u>Engineering Fees</u>			
Cobb Fendley (Lake Kiowa 2021 - Const PH 4 Construction & Civil Eng for the period of 5/12/24. Final engineering)	300.00		
Freese & Nichols (Sherman 2023 - Lake Texoma Pump Station Expansion period through 6/30/24)	11,531.67		
Freese & Nichols (Sherman 2023 - Lake Texoma Pump Station Expansion Amendment #1 period through 7/31/24)	9,906.29		
Freese & Nichols (Sherman 2022 - Shepherd 2.0 MGD elevated Storage Tank for services through 7/26/24 54% complete)	2,397.02		
Freese & Nichols (Sherman 2022 - Northwest & Southwest Transmission Pipeline engineering services through 7/26/24)	64,587.43		
Garver LLC (Sherman 2023 - WTP Expansion project. Professional Engineering Services through 7/26/24)	354,926.93		
Hayter Engineering (Gober 2021 - Water System Improvements 50% project mngmt complete)	1,500.00		
McManus & Johnson (Van Alstyne 2021 - Elevated Storage Tank 60% Construction services complete services through June 2024)	13,600.00		
McManus & Johnson (Van Alstyne 2021 - Elevated Storage Tank 75% Construction complete as of 8/2/24)	9,500.00		
Pape-Dawson (Sherman 2023 - WTP Concentrate Discharge & Outfall Design services through 7/26/24)	9,895.00		
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 7/26/24. TI infrastructure improvements program)	241,147.76		
Parkhill (Sherman 2021 - Sherman emergency power generation for July 2024 engineering services)	1,000.00		

	CURRENT	PRIOR MONTH	PRIOR YEAR
<u>Groundwater</u>			
AT&T Mobility (NTGCD - W. Parkman - cell phone)	86.51		
Debi Atkins (RRGCD - Reimbursement - cookies and tea)	11.70		
Allen Burks (NTGCD - cell phone reimbursement)	12.50		
Allen Burks (RRGCD - cell phone reimbursement)	12.50		
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A)	298.14		
Bank of Texas Visa (RRGCD - O'Rielly, battery for truck)	223.26		
Federal Express (NTGCD - Sent appreciation award to David Flusche)	17.25		
Kenneth Elliott (NTGCD - cell phone reimbursement)	12.50		
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50		
Kristi Krider (NTGCD - Mileage reimbursement)	250.65		
Kristi Krider (RRGCD - Mileage reimbursement)	250.65		
Paul Sigle (NTGCD - cell phone & mileage reimbursements)	264.27		
Paul Sigle (RRGCD - cell phone & mileage reimbursements)	263.33		
Valero Fleet Plus (NTGCD - Fuel)	224.37		
Valero Fleet Plus (RRGCD - Fuel)	50.85		
Velma Starks (NTGCD - mileage reimbursement)	20.89		
Velma Starks (RRGCD - mileage reimbursement)	26.58		
Zulty, Inc. (NTGCD - 800 line, local & long distance)	178.23		
Zulty, Inc. (RRGCD - 800 line, local & long distance)	178.23		
<u>Legal</u>			
Terrill & Waldrop PLLC (Sherman 2019 - Matter No. 10099, consultation regarding LK Texoma storage rights)	2,325.00		
<u>Miscellaneous</u>			
BLX Group (Sherman 2019 arbitrage report)	1,000.00		
Chapin Title Company (Sherman 2022 - Property for EST on Shepherd - Sparks Shepard Ventures)	382,999.00		
Gonzalez Landscape (Sherman 2012 - Pump Station mowing, May-Sept)	1,000.00		
United States Treasury (Sherman 2019 - Arbitrage Payment)	114,825.10		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Bells 2004 - BELLS05 10/1/24)	250.00		
Bank of Texas Trust (Bells 2022 - GTUABELLS22 10/1/24)	300.00		
Bank of Texas Trust (Bolivar - GRETEUTIL042 10/1/24)	325.00		
Bank of Texas Trust (CGMA - GTUACRB07CWT 10/1/24)	250.00		
Bank of Texas Trust (CGMA - GRETEXUTIL05 10/1/24)	375.00		
Bank of Texas Trust (CGMA - GTUACLNGRY22 10/1/24)	300.00		
Bank of Texas Trust (Ector 2013 - GRTEXOMA 2013 10/1/24)	225.00		
Bank of Texas Trust (Gainesville 2011 - GTUACRBGPS11 10/1/24)	300.00		
Bank of Texeas Trust (Gainesville 2011A - GTUACRB2011A 10/1/24)	300.00		
Bank of Texeas Trust (Gainesville 2012 - GTUACRBS2012 10/1/24)	300.00		
Bank of Texeas Trust (Gainesville 2022 - GTUAGAINES22 10/1/24)	300.00		
Bank of Texeas Trust (Paradise 2018 - GTUAPARADI18 10/1/24)	300.00		
Bank of Texas Trust (Princeton 2018 - GTUAPRINCE18 9/1/24)	300.00		
Bank of Texas Trust (Princeton 2019 - GTUAPRINCE19 9/1/24)	300.00		
Bank of Texas Trust (Princeton 2022 - GTUAPRINCE22 9/1/24)	300.00		
Bank of Texas Trust (Sherman 2015 - GTUASHERMN15 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2015B - GTUASHERM15B 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2017 - GTUASHERM17 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2017A - GTUASHERM17A 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2019A - GTUASHERM19A 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2022 - GTUASHERM22 10/1/24)	300.00		
Bank of Texas Trust (Sherman 2023 - GTUASHERM23 10/1/24)	300.00		
Bank of Texas Trust (Whitewright 2004 - GRETEUTIL043 10/1/24)	125.00		
Bank of Texas Trust (Whitewright 2019A - GTUAWHITE19A 10/1/24)	300.00		
Bank of Texas Trust (Whitewright 2019B - GTUAWHITE19B 10/1/24)	600.00		
<u>CGMA Equipment</u>			
Uline (CGMA - 4 drum spill cont pallet with drain gas 4 cylinder racks)	1,542.70		
Uline (CGMA - 4 gas cylinder racks)	749.64		
<u>CGMA Repair & Maintenance</u>			
Brenntag Southwest (CGMA - Sodium Hypochlorite for waterline disinfection)	2,091.50		
Enviornmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines)	1,080.00		
LCRA Environmental Lab (CGMA - DBP2 water tests)	207.00		
Matheson Tri Gas (CGMA - 9 Nitrogen bottles)	330.95		
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	212.75		
Whistlestop (CGMA - 2023 F250 oil change)	177.10		
<u>Supplies</u>			
Bank of Texas Visa - (CGMA - Bug spray)	112.23		
HACH Company (CGMA - Assy Pack Chemkeys)	565.47		
HD Supply (CGMA - Miscellaneous materials for routine maintenance, THD floor and Pedestal fan)	478.35		
Lowes (CGMA - supplies and materials for routine repairs)	1,003.98		
National Wholesale Supply (CGMA - Brass Reducer)	4.26		
Tractor Supply (CGMA - Maintence supplies)	68.78		
USA Bluebook (CGMA - N-Dex gloves, flag shooter paint and flag gun, LED lamp, Hach Chemkey)	2,250.65		

	CURRENT	PRIOR MONTH	PRIOR YEAR
<u>CGMA Utilities</u>			
A1 Little John (CGMA - Bloomdale P.S. - Portable toilet rental from	130.44		
AT & T Mobility (CGMA - Emergency back up lines)	1,425.68		
AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet)	53.76		
North Texas Municipal Water District (Water Usage, June)	468,294.40		
Shell Energy (Bloomdale Pump Station)	24,527.23		
Waste Connections Lone Star (CGMA - Bloomdale Pump Station trash collection)	97.22		
Valero (CGMA - Fuel for 2023 F250)	652.45		
Paul Sigle (CGMA - Mileage)	51.05		
TOTAL:	\$ 11,284,821.11	\$ 6,696,726.57	\$ 5,246,847.52
GRAND TOTAL:	\$ 13,961,110.36	\$ 13,662,401.24	\$ 6,493,307.35

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY THAT the Secretary-Treasurer is hereby authorized to make payments in the amounts listed above.

On motion of _____ and

seconded by _____, the foregoing

Resolution was passed and approved on this, the _____ day of _____, _____ by the following vote:

AYE:
NAY:

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

President

ATTEST:

Secretary/Treasurer

AGENDA ITEM VII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. VII

PREPARED BY AND SUBMITTED BY: Paul M. Sigle, General Manager

**CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF
“GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2024 (BEAR
CREEK SPECIAL UTILITY DISTRICT PROJECT)”, INCLUDING THE ADOPTION OF A
RESOLUTION APPROVING THE ISSUANCE OF SUCH BONDS.**

ISSUE

Consider all matters incident and related to the issuance and sale of “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project)”, including the adoption of a resolution approving the issuance of such bonds.

BACKGROUND

Bear Creek Special Utility District reached out to the Authority in June about funding projects to meet the District’s growth. After discussing the need and timeframe of the projects, the Authority determined that an open market bond issuance was the best course of action to meet the needs of the District. The Bond issuance will include \$31,295,000 for the construction of two elevated storage tanks, a ground storage tank, a new pump station, and delivery vault from North Texas Municipal Water District.

CONSIDERATIONS

The Authority is set to receive bids for the Bonds on Monday, September 16th. Garry Kimball with Specialized Public Finance will be present to present the results of the bids for the bonds. Bear Creek SUD will consent to the issuance of the bonds at their scheduled Board Meeting on Monday evening. The Bonds are scheduled to close on October 24, 2024.

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

STAFF RECOMMENDATIONS

A recommendation will be provided at the meeting.

ATTACHED

Timetable
Projected Debt Schedule
Resolution



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Greater Texoma Utility Authority (Bear Creek SUD)
Timetable for Issuance of
\$31,565,000
Contract Revenue Bonds, Series 2024 (Open Market)

- | | |
|-----------------------------|---|
| Monday, July 29, 2024 | <ul style="list-style-type: none">• Preliminary Official Statement (POS) is electronically distributed for comments. Applications made for rating/insurance. |
| Monday, August 5, 2024 | <ul style="list-style-type: none">• POS comments returned to FA. |
| Thursday, August 29, 2024 | <ul style="list-style-type: none">• Rating response due. |
| Friday, August 30, 2024 | <ul style="list-style-type: none">• Insurance quotes due.• POS posted to I-Deal. |
| Monday, September 16, 2024* | <ul style="list-style-type: none">• Bids received for Series 2024 Bonds and award approved by GTUA Board.• Bear Creek SUD consents to issuance of Series 2024 Bonds. |
| Thursday, October 24, 2024 | <ul style="list-style-type: none">• Closing. Bond proceeds distributed according to Closing Instruction Letter. |

* Regular Authority/SUD Board Meeting.

Preliminary

Greater Texoma Utility Authority

\$34,335,000 Contract Revenue Bonds, Series 2024

(Bear Creek SUD Project) - OPM

Tentative. October 31, 2024 Closing

Sources & Uses

Dated 10/31/2024 | Delivered 10/31/2024

Sources Of Funds

Par Amount of Bonds	\$34,335,000.00
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Total Sources	\$34,335,000.00
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Uses Of Funds

Costs of Issuance	240,000.00
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Deposit to Debt Service Reserve Fund (DSRF)	2,796,105.79
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Deposit to Project Construction Fund	31,295,000.00
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Rounding Amount	3,894.21
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Total Uses	\$34,335,000.00
-------------------	------------------------

Preliminary

Greater Texoma Utility Authority

\$34,335,000 Contract Revenue Bonds, Series 2024

(Bear Creek SUD Project) - OPM

Tentative. October 31, 2024 Closing

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/31/2024	-	-	-	-	-
08/15/2025	-	-	1,359,093.75	1,359,093.75	-
09/30/2025	-	-	-	-	1,359,093.75
02/15/2026	-	-	858,375.00	858,375.00	-
08/15/2026	1,125,000.00	5.000%	858,375.00	1,983,375.00	-
09/30/2026	-	-	-	-	2,841,750.00
02/15/2027	-	-	830,250.00	830,250.00	-
08/15/2027	1,180,000.00	5.000%	830,250.00	2,010,250.00	-
09/30/2027	-	-	-	-	2,840,500.00
02/15/2028	-	-	800,750.00	800,750.00	-
08/15/2028	1,240,000.00	5.000%	800,750.00	2,040,750.00	-
09/30/2028	-	-	-	-	2,841,500.00
02/15/2029	-	-	769,750.00	769,750.00	-
08/15/2029	1,300,000.00	5.000%	769,750.00	2,069,750.00	-
09/30/2029	-	-	-	-	2,839,500.00
02/15/2030	-	-	737,250.00	737,250.00	-
08/15/2030	1,365,000.00	5.000%	737,250.00	2,102,250.00	-
09/30/2030	-	-	-	-	2,839,500.00
02/15/2031	-	-	703,125.00	703,125.00	-
08/15/2031	1,435,000.00	5.000%	703,125.00	2,138,125.00	-
09/30/2031	-	-	-	-	2,841,250.00
02/15/2032	-	-	667,250.00	667,250.00	-
08/15/2032	1,505,000.00	5.000%	667,250.00	2,172,250.00	-
09/30/2032	-	-	-	-	2,839,500.00
02/15/2033	-	-	629,625.00	629,625.00	-
08/15/2033	1,585,000.00	5.000%	629,625.00	2,214,625.00	-
09/30/2033	-	-	-	-	2,844,250.00
02/15/2034	-	-	590,000.00	590,000.00	-
08/15/2034	1,660,000.00	5.000%	590,000.00	2,250,000.00	-
09/30/2034	-	-	-	-	2,840,000.00
02/15/2035	-	-	548,500.00	548,500.00	-
08/15/2035	1,745,000.00	5.000%	548,500.00	2,293,500.00	-
09/30/2035	-	-	-	-	2,842,000.00
02/15/2036	-	-	504,875.00	504,875.00	-
08/15/2036	1,830,000.00	5.000%	504,875.00	2,334,875.00	-
09/30/2036	-	-	-	-	2,839,750.00
02/15/2037	-	-	459,125.00	459,125.00	-
08/15/2037	1,925,000.00	5.000%	459,125.00	2,384,125.00	-
09/30/2037	-	-	-	-	2,843,250.00
02/15/2038	-	-	411,000.00	411,000.00	-
08/15/2038	2,020,000.00	5.000%	411,000.00	2,431,000.00	-

2024 Bear Creek SUD \$31.2 | SINGLE PURPOSE | 8/29/2024 | 9:02 AM

Preliminary

Greater Texoma Utility Authority

\$34,335,000 Contract Revenue Bonds, Series 2024

(Bear Creek SUD Project) - OPM

Tentative. October 31, 2024 Closing

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/30/2038	-	-	-	-	2,842,000.00
02/15/2039	-	-	360,500.00	360,500.00	-
08/15/2039	2,120,000.00	5.000%	360,500.00	2,480,500.00	-
09/30/2039	-	-	-	-	2,841,000.00
02/15/2040	-	-	307,500.00	307,500.00	-
08/15/2040	2,225,000.00	5.000%	307,500.00	2,532,500.00	-
09/30/2040	-	-	-	-	2,840,000.00
02/15/2041	-	-	251,875.00	251,875.00	-
08/15/2041	2,340,000.00	5.000%	251,875.00	2,591,875.00	-
09/30/2041	-	-	-	-	2,843,750.00
02/15/2042	-	-	193,375.00	193,375.00	-
08/15/2042	2,455,000.00	5.000%	193,375.00	2,648,375.00	-
09/30/2042	-	-	-	-	2,841,750.00
02/15/2043	-	-	132,000.00	132,000.00	-
08/15/2043	2,575,000.00	5.000%	132,000.00	2,707,000.00	-
09/30/2043	-	-	-	-	2,839,000.00
02/15/2044	-	-	67,625.00	67,625.00	-
08/15/2044	2,705,000.00	5.000%	67,625.00	2,772,625.00	-
09/30/2044	-	-	-	-	2,840,250.00
Total	\$34,335,000.00	-	\$21,004,593.75	\$55,339,593.75	-

Yield Statistics

Bond Year Dollars	\$420,091.88
Average Life	12.235 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	4.9968128%
Bond Yield for Arbitrage Purposes	4.9968128%
All Inclusive Cost (AIC)	5.0777477%

IRS Form 8038

Net Interest Cost	5.0000000%
Weighted Average Maturity	12.235 Years

2024 Bear Creek SUD \$31.2 | SINGLE PURPOSE | 8/29/2024 | 9:02 AM

Preliminary

Greater Texoma Utility Authority

\$34,335,000 Contract Revenue Bonds, Series 2024

(Bear Creek SUD Project) - OPM

Tentative. October 31, 2024 Closing

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S
09/30/2025	-	-	1,359,093.75	1,359,093.75	-	1,359,093.75
09/30/2026	1,125,000.00	5.000%	1,716,750.00	2,841,750.00	-	2,841,750.00
09/30/2027	1,180,000.00	5.000%	1,660,500.00	2,840,500.00	-	2,840,500.00
09/30/2028	1,240,000.00	5.000%	1,601,500.00	2,841,500.00	-	2,841,500.00
09/30/2029	1,300,000.00	5.000%	1,539,500.00	2,839,500.00	-	2,839,500.00
09/30/2030	1,365,000.00	5.000%	1,474,500.00	2,839,500.00	-	2,839,500.00
09/30/2031	1,435,000.00	5.000%	1,406,250.00	2,841,250.00	-	2,841,250.00
09/30/2032	1,505,000.00	5.000%	1,334,500.00	2,839,500.00	-	2,839,500.00
09/30/2033	1,585,000.00	5.000%	1,259,250.00	2,844,250.00	-	2,844,250.00
09/30/2034	1,660,000.00	5.000%	1,180,000.00	2,840,000.00	-	2,840,000.00
09/30/2035	1,745,000.00	5.000%	1,097,000.00	2,842,000.00	-	2,842,000.00
09/30/2036	1,830,000.00	5.000%	1,009,750.00	2,839,750.00	-	2,839,750.00
09/30/2037	1,925,000.00	5.000%	918,250.00	2,843,250.00	-	2,843,250.00
09/30/2038	2,020,000.00	5.000%	822,000.00	2,842,000.00	-	2,842,000.00
09/30/2039	2,120,000.00	5.000%	721,000.00	2,841,000.00	-	2,841,000.00
09/30/2040	2,225,000.00	5.000%	615,000.00	2,840,000.00	-	2,840,000.00
09/30/2041	2,340,000.00	5.000%	503,750.00	2,843,750.00	-	2,843,750.00
09/30/2042	2,455,000.00	5.000%	386,750.00	2,841,750.00	-	2,841,750.00
09/30/2043	2,575,000.00	5.000%	264,000.00	2,839,000.00	-	2,839,000.00
09/30/2044	2,705,000.00	5.000%	135,250.00	2,840,250.00	(2,796,105.79)	44,144.21
Total	\$34,335,000.00	-	\$21,004,593.75	\$55,339,593.75	(2,796,105.79)	\$52,543,487.96

BOND RESOLUTION

\$ _____

**GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS
SERIES 2024
(BEAR CREEK SPECIAL UTILITY DISTRICT PROJECT)**

Adopted: September 16, 2024

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A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority authorizing the issuance of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project)" for the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the Bear Creek Special Utility District, and the payment of all costs incident and related to the construction, acquisition, improvement, and financing thereof; pledging the Pledged Revenue to the payment of the principal of and interest on said Bonds; and resolving other matters incident and related to the issuance, sale, and delivery of said bonds

WHEREAS, the Board of Directors of the Greater Texoma Utility Authority (the "Authority") has determined that \$_____ in principal amount of bonds should be issued at this time to provide funding for the Project as defined in Section 1 hereof; and,

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

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

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

(c) The District will approve this Resolution authorizing the issuance of the Additional Bonds as to form and content and acknowledge that the payment of principal of and interest on the Bonds, in whole or in part, from payments to be made by the District, under and pursuant to the Contract.

(d) The Bonds are made to mature on August 15 or February 15 or both in each of the years in which they are scheduled to mature.

(e) As provided herein, this resolution provides for deposits to be made to the Bond Fund in amounts sufficient to pay the Debt Service on such Additional Bonds as the same become due.

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

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

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Revenue bonds of the Authority shall be and are hereby authorized to be issued as a series in the aggregate principal amount of _____ to be designated and bear the title "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project)," (hereinafter referred to as the "Bonds") for constructing, acquiring, enlarging, equipping and improving water system properties and facilities and necessary appurtenances for use by the Bear Creek Special Utility District (the "District") and the acquisition of land and rights-of-way therefor (the "Project"), and the payment of all costs incident and related to the construction, acquisition and financing thereof, pursuant to authority conferred by and in conformity with the Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283.

SECTION 2: Interest Rates – Payment Dates – Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities. The Bonds shall be issued as fully registered obligations only, shall be dated October 24, 2024 (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on August 15 in each of the years and in principal installments (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>STATED MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		

The Bonds shall bear interest on the unpaid principal amounts from the date of delivery to the initial Purchaser (which date shall be the date noted in the Registration Certificate of the Paying Agent/Registrar appearing on the definitive Bonds delivered in exchange for the Initial

Bond, and is anticipated to be October 24, 2024), and interest shall be calculated upon the basis of a 360-day year consisting of twelve 30-day months. Interest on the Bonds shall be payable on August 15, 2025 and each February 15 and August 15 thereafter until maturity or prior redemption.

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

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

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated office in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest on each Bond shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Texas Water Development Board (the "Board") is the registered owner of the Bonds, payments on the Bonds shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after August 15, 2030, shall be subject to redemption prior to maturity, at the option of the Authority, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 2029 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

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

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

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

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

and after the redemption date therefor; provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Authority at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Resolution, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

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

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

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

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

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

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

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the Authority by the President or Vice President of the Board of Directors under its seal reproduced

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

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

Notwithstanding the above and foregoing paragraph, the Initial Bonds authorized for delivery to the initial purchasers in Section 8 hereof shall have printed thereon both Certificates of Registration appearing in Section 9(c) and 9(d) hereof, and both such certifications shall be required to be manually executed in connection with the initial delivery of the Initial Bonds and both such certifications appearing on the Initial Bonds, duly signed, shall be conclusive evidence that such Initial Bonds have been duly certified, registered and delivered.

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

SECTION 9: Forms.

(a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond, the Registration Certificate of Paying Agent/Registrar to appear on the definitive Bonds, and the form of Assignment to appear on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution, and the Bonds may have such letters, numbers, or other marks of identification

(including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association if available, and otherwise the reference to CUSIP NO. in the form of Bond may be omitted from the Bonds) and such legends and endorsements (including insurance legends in the event the Bonds are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Authority or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

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

(b) Form of Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

United States of America
State of Texas
Counties of Collin, Cooke, Fannin, and Grayson
Greater Texoma Utility Authority
Contract Revenue Bonds, Series 2024
(Bear Creek Special Utility District Project)

Bond Date:
October 24, 2024

Interest Rate:
_____ %

Stated Maturity:
August 15, 20____

CUSIP NO.

Registered Owner:

Principal Amount:

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner of this Bond named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above, the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is the delivery date of this Bond to the initial Holder (which delivery date is anticipated to be October 24, 2024) or this Bond bears the originally executed Registration Certificate of the Comptroller of Public Accounts, in which case it shall bear interest from such date) at the per annum rate of interest specified above computed upon the basis of a 360-day year consisting of twelve (12) 30-day months; such interest being payable on August 15, 2025, and on each February 15 and August 15 thereafter until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity date or date of redemption to the Holder hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the Registration Certificate hereon, or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution) whose name

appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest and principal due shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, at the expense of the Authority or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

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

In the event of nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") pursuant to a Resolution adopted by the governing body of the Authority (herein referred to as the "Resolution") for constructing, acquiring, enlarging, equipping and improving water system properties and facilities and necessary appurtenances for use by the Bear Creek Special Utility District (the "District") and the acquisition of land and rights-of-way therefor, and the payment of all costs incident and related to the construction, acquisition and financing thereof under and in strict conformity with the Constitution and laws of the State of Texas.

The Bonds maturing on and after August 15, 2030, may be redeemed prior to their Stated Maturities, at the option of the Authority, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar) on August 15, 2029, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

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

interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed.

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

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

The Bonds constitute special obligations of the Authority, and, together with the outstanding Previously Issued Bonds and any Additional Bonds, if issued, are payable as to principal and interest solely from and equally secured by a first lien on the Pledged Revenue of the Authority (identified and defined in the Resolution, and including revenues to be received under and pursuant to an Water Facilities Contract between the Authority and the Bear Creek Special Utility District, dated as of October 9, 2018, together with all amendments thereto). Reference is hereby made to the Resolution, copies of which are on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the revenues pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Authority and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Resolution.

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

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

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

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

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

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

GREATER TEXOMA UTILITY AUTHORITY

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(
OF PUBLIC ACCOUNTS	(
	(REGISTER NO. _____
THE STATE OF TEXAS	(

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Register in Kansas City, Missouri is the "Designated Payment/Transfer Office" for this Bond.

BOKF, NA, Houston, Texas,
as Paying Agent/Registrar

By: _____
Authorized Signature

Registration Date:

(e) Form of Assignment.

ASSIGNMENT

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

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

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

DATED: _____

Signature Guaranteed:

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

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

Heading and paragraph one shall be amended to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

United States of America
State of Texas
Counties of Collin, Cooke, Fannin, and Grayson
Greater Texoma Utility Authority
Contract Revenue Bonds, Series 2024
(Bear Creek Special Utility District Project)

Bond Date: October 24, 2024

Registered Owner:

Principal Amount:

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on August 15 in each of the years and in principal amounts in accordance with the following schedule:

STATED MATURITY

PRINCIPAL AMOUNT

INTEREST RATE

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

(or so much thereof as shall not have been paid upon prior prepayment) and to pay interest on the unpaid principal amount hereof from the date of delivery of this Bond to the initial purchasers (which delivery date is anticipated to be October 24, 2024) at the per annum rates of interest specified above computed upon the basis of a 360-day year consisting of twelve (12) 30-day months; such interest being payable on August 15, 2025, and on each August 15 and February 15 thereafter until maturity or prior prepayment. Principal of and premium, if any, on this Bond shall be payable at the Stated Maturities or the date(s) of prepayment thereof by BOKF, NA, Houston, Texas (the "Paying Agent/Registrar"), only upon presentation and surrender of this Bond to its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"), or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest and principal due shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, at the expense of the Authority or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

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

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

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

(c) The term "Bonds" shall mean the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project)" authorized by this Resolution.

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

(e) The term "Contract" or "Water Facilities Contract" shall mean that certain contract, dated as of the 9th day of October, 2018 by and between the Authority and the Bear Creek Special Utility District, together with amendments and supplements thereto (which by the term of such instrument is designated as a supplement to such Contract), a copy of such Contract being attached hereto as **Exhibit B** for the purposes of identification.

(f) The term "District" shall mean the Bear Creek Special Utility District.

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

(h) The term "Debt Service" shall mean as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid

or set aside by the Authority as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of Bonds Similarly Secured without a fixed numerical rate, that such obligations bear, or would have borne, interest at the highest rate reached, or that would have applied to such obligations (using the index or method for computing interest applicable to such obligations) during the twenty four (24) month period next preceding the date of computation; and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

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

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

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

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

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

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

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

(m) The term "Pledged Revenue" shall mean (i) the amount received by the Authority as monthly amortization payments by reason of Section 3.01(a) of the Contract, less the fees and charges of any paying agent/registrar with respect to Bonds Similarly Secured; plus (ii) the amounts deposited into the Bond Fund referenced in Section 12(b) of this Resolution and the amounts described in Section 3.01(b) of the Contract and deposited into the Reserve Fund

referenced in Section 12(c) of this Resolution; plus (iii) any amounts on deposit in the Construction Fund, created and established by Section 26 of this Resolution, pending the application of such money for the payment of the Cost of the Project.

(n) The term "Previously Issued Bonds" shall mean the Outstanding "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019 (Bear Creek Special Utility District Project)"

(o) The term "Series 2024 Project" shall mean, with respect to the Bonds, the project described in Section 1 hereof.

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

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

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

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

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

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

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

Investment income and profits from the investment of the Revenue Fund shall be retained therein until used as provided in this Section 13.

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

1. Payments into the Bond Fund, as provided by Section 14;
2. Payments into the Reserve Fund, as provided by Section 15;
3. The curing of any deficiencies, as provided by Section 16;
4. The payment of other costs of the Project including maintenance and operation expenses not paid by the Authority and those purposes for which provision is made by Section 3.01(c) through 3.01(e) of the Contract; and
5. Applied as provided in Section 18.

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

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

Except in compliance with the rules of the Texas Water Development Board, no bond proceeds will be deposited to the Bond Fund.

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

SECTION 15: Reserve Fund. Upon the delivery of the Bonds, amounts on deposit in the Reserve Fund, allocated as a part of the Reserve Fund for the security of "Bonds Similarly Secured" under the resolutions authorizing the issuance of such Bonds Similarly Secured (including amounts held in the Reserve Fund by reason of the issuance of the Previously Issued Bonds) shall continue to be held as a part of the Reserve Fund for the security and payment, if

required, of Bonds Similarly Secured as defined herein. The Authority hereby covenants and agrees with the Holders of the Bonds Similarly Secured that it will provide for the accumulation of, and when accumulated, will thereafter continuously maintain in the Reserve Fund an amount equal to the Average Annual Debt Service requirement of all Bonds Similarly Secured (the "Required Reserve Fund Amount"). For purposes of calculating the interest requirement on any Bonds Similarly Secured bearing interest at a variable rate, the interest rate shall be calculated at 5.00%. The Average Annual Debt Service requirement shall be calculated on a Fiscal Year basis on the Outstanding Bonds Similarly Secured on the date of the last series of Bonds Similarly Secured (after giving effect to the issuance of such last series); provided, however, the average annual requirement shall also be calculated at the end of each Fiscal Year or upon the redemption or defeasance of any Bonds Similarly Secured. If any Bonds Similarly Secured are subject to mandatory redemption, the amount required to be redeemed in any Fiscal Year shall be treated as if it matured in that Fiscal Year. Any amounts on deposit in the Reserve Fund in excess of such requirement shall be transferred to the Revenue Fund.

Beginning on or before the first day of the first month following the delivery of the Bonds, and on or before the 1st day of each month thereafter, there shall be deposited in the Reserve Fund an amount equal to not less than one-sixtieth (1/60) of the Required Reserve Fund Amount, and such monthly deposits shall take into account the amounts already on deposit in said Reserve Fund.

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

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

SECTION 16: Investments - Security of Funds. Money deposited to the credit of any Fund referenced in this Resolution may, at the option of the Authority, be invested in Authorized Investments; provided that all such investments shall be made in such a manner that the money required to be expended from said Funds will be available at the proper time or times. Such investments (except State and Local Government Series investments held in book entry form, which shall at all times be valued at cost) shall be valued in terms of current market value. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in Section 15 hereof, be credited to and deposited in the Revenue Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

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

SECTION 17: Transfer of Funds - Deficiencies in Funds. (a) While any of the Bonds are Outstanding, the Board of Directors shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

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

SECTION 18: Remainder of Revenues. Money remaining in the Revenue Fund, after making the payments required in items (1) through (4) of the last paragraph of Section 13, shall be transferred to any other fund referenced in this Resolution and used as a credit to the amount that would otherwise be required to be paid by the District under Section 3.01 of the Contract.

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

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

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

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

(d) The Additional Bonds are made to mature on August 15 or February 15 or both in each of the years in which they are scheduled to mature.

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

(f) The resolution authorizing the issuance of the Additional Bonds provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to

not less than the Average Annual Debt Service requirement (calculated on a Fiscal Year basis on the Outstanding Bonds Similarly Secured as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds) for the payment of principal of and interest on all obligations to be secured by a first lien on and pledge of the Pledged Revenue, and provides that any additional amount to be maintained in the Reserve Fund shall be accumulated within not more than sixty (60) months from the date of the passage of the resolution authorizing the issuance of the proposed Additional Bonds. For purposes of calculating the interest requirement on any Bonds Similarly Secured bearing interest at a variable rate, the interest rate shall be calculated at 5.00%.

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

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

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

SECTION 21: Records - Accounts - Accounting Reports. The Authority hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts on a Fiscal Year basis pertaining to the operation of the Project separate and apart from all other records and accounts of the Authority in accordance with accepted accounting practices and complete and correct entries shall be made of all transactions relating to said Project. The Holder or Holders of any Bonds Similarly Secured, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the Project and all properties comprising same. The Authority further agrees that within ninety (90) days following the close of each Fiscal Year, or as soon thereafter as possible, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant shall particularly include the following:

(a) A detailed statement of the receipts and disbursements from the Revenue Fund.

(b) A balance sheet as of the end of such Fiscal Year.

(c) The Accountant's comments regarding the manner in which the Authority and the District have complied with the covenants and requirements of this Resolution and the Contract and his recommendations for any changes or improvements in the operation, records and accounts of the Authority.

(d) A list of the insurance policies in force (if obtained by the Authority) at the end of the Fiscal Year on the Project properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

(e) A list of the securities that have been on deposit as security for money in the Bond Fund and Reserve Fund throughout the Fiscal Year, a list of the securities, if any, in which money in the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the Revenue Fund has been secured in such Fiscal Year.

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

By its approval of this Resolution, the District agrees (a) to provide the Texas Water Development Board with annual audit reports, to be submitted without charge, within one hundred twenty (120) days of the close of each fiscal year, (b) in order to secure its obligations under the Contract, to maintain rates and charges for its utility system sufficient to pay all of its obligations secured by and made payable from the revenues derived from the operation of its utility system and (c) to implement any water conservation program required by the Board until all financial obligations to the Board have been discharged..

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

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

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

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Bonds, the Previously Issued Bonds, and the Additional Bonds, when issued, shall be ratably

secured under said pledge of the Pledged Revenue in such manner that one bond shall have no preference over any other bond of said issues.

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

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

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

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

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

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

SECTION 26: Construction Fund. The Authority hereby creates a construction fund account in a depository of the Authority, which is known as the "Construction Fund," into which shall be deposited all remaining proceeds derived from the sale of the Bonds in accordance with this Section. In this Section, when the term "Cost(s) of the Project" is used, the reference is to the Project.

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

balance in the Construction Fund after all such Costs of the Project have been paid, such balance shall be deposited in the Bond Fund or the Reserve Fund subject to tax law limitations.

All earnings realized from these investments shall be retained in the Construction Fund until completion of the Project and shall be treated in the same manner as other moneys in the Construction Fund are treated as pursuant to this Resolution.

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

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

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

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

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the Authority shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another

qualified third party concerning the sufficiency of the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The Authority covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

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

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

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

SECTION 31: Sale of the Bonds. Pursuant to a public sale for the Bonds, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the District and such bid (attached hereto as **Exhibit C**) and a cash premium of \$_____ is hereby approved and confirmed. Terms of such sale are declared to be in the best interest of the Authority.

SECTION 32: .Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The Authority shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on (1) any Bond issued hereunder or (2) any series of bonds or obligations issued or incurred by the Texas Water Development Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority shall comply with each of the specific covenants in this Section.

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

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or

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

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

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

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

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

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

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

(i) The Authority shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on

which the last outstanding Bond is discharged. However, to the extent permitted by law, the Authority may commingle Gross Proceeds of the Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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

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

(iv) The Authority shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Elections. The Authority hereby directs and authorizes the President, Secretary and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

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

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

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

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

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

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

SECTION 34: Legal Opinion. The Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, concerning the validity of the Bonds, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds by the Purchasers. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds, or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company. The Board of Directors confirms the prior engagement of Norton Rose Fulbright US LLP as the Authority's Bond Counsel.

SECTION 35: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 36: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 37: Resolution a Contract - Amendments. This Resolution shall constitute a contract with the Holders from time to time, be binding on the Authority, and shall not be amended or repealed by the Authority so long as any Bond remains Outstanding except as permitted in this

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

SECTION 38: Continuing Disclosure Undertaking.

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

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

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

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

(b) Annual Reports. The Authority shall provide annually to the MSRB (1) within six (6) months after the end of each Fiscal Year, financial information and operating data of the general type described in the Official Statement and (2) if not provided as part of such financial information and operating data, audited financial statements of the Authority and the District, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix B to the final Official Statement, or such other accounting principles as the Authority may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Authority shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

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

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Authority, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and

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

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

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

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

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

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Authority or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

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

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

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

SECTION 39: Further Procedures. Any one or more of the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Authority all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, and Bond Counsel are each hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the documents authorized and approved by this Resolution: (i) in order to cure any technical ambiguity, formal defect, or omission in the Resolution or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Resolution, which determination shall be final. In the event that any officer of the Authority whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Reapproval of Contract. In all respects, the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 41: Incorporation of Findings and Determinations. The findings and determinations of the Board of Directors of the Authority contained in the preamble hereof are hereby incorporated by reference and made a part of this Resolution for all purposes as if the same were restated in full in this Section.

SECTION 42: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Authority, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar and the Holders.

SECTION 43: Inconsistent Provisions. All orders or resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict and the provisions of this Resolution shall be and remain controlling as to the matters contained herein.

SECTION 44: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 45: Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 46: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 47: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this September 16, 2024.

GREATER TEXOMA UTILITY AUTHORITY

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(Seal)

EXHIBIT A

Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of September 16, 2024 (this "Agreement"), by and between BOKF, NA, Houston, Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the Greater Texoma Utility Authority (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project)" (the "Securities"), dated October 24, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about October 24, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated

officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank", "Issuer", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA
Corporate Trust Services
2405 Grand Blvd., Suite 840
Kansas City, MO 64108

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such

other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Canceled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

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

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance upon Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and

to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorists Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Notwithstanding anything contained herein, the representation contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

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

BOKF, NA, Houston, Texas

By: _____

Title: _____

Address: 1401 McKinney, Suite 1000
Houston, Texas 77010

GREATER TEXOMA UTILITY AUTHORITY

By: _____

President, Board of Directors

Address: 5100 Airport Drive
Denison, Texas 75020

ATTEST:

Secretary, Board of Directors

ANNEX A

EXHIBIT B

Water Facilities Contract

FIRST AMENDED AND RESTATED WATER FACILITIES CONTRACT

THIS CONTRACT ("Contract") is made and entered into as of October 9, 2018, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Texas Special District Local Laws Code, Chapter 8283 (the "Act"), and the BEAR CREEK SPECIAL UTILITY DISTRICT, a Texas political subdivision (hereinafter referred to as the "District"), duly created and existing under the laws of the State of Texas:

W I T N E S S E T H:

WHEREAS, the Authority, acting pursuant to the Act, has issued or proposes to issue, or both, its bonds for the purposes of providing an additional supply of water to the District and certain water supply facilities in order to store and transport such water to the District; and

WHEREAS, certain revenues to be received by the Authority from the District under this Contract are to be pledged to the payment and security of the bonds to be issued by the Authority and will constitute the basis for the Authority's credit in financing such facilities and issuing such bonds; and

WHEREAS, the Authority and the District, acting through their duly constituted governing bodies pursuant to authority granted by Texas Government Code, Section 791.026, as amended, have mutually agreed upon the terms and conditions of this Contract; now, therefore

IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto hereby agree and contract as follows:

ARTICLE I DEFINITIONS

SECTION 1.01: Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this Contract and any contract amendatory or supplemental to this Contract shall be construed or used and are intended to have meanings as follows:

- (a) "Authority" shall mean the Greater Texoma Utility Authority, or its successor.
- (b) "Board" and "Board of Directors" shall mean the Board of Directors of the Authority.
- (c) "Bond Resolution" shall mean any resolution of the Board of Directors authorizing the issuance of the Bonds and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted, where the proceeds from the sale of the Bonds will be used to discharge the cost of the Project.
- (d) "Bonds" shall mean any bonds payable from revenues to be received by the Authority from the District under this Contract and to be issued by the Authority for the purpose

of providing funds to pay the necessary costs of the Project, whether in one or more series or issues.

(e) "Cost of the Project" shall mean all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of the Project, including, without limiting the generality of the foregoing, the cost of the acquisition of all land, rights-of-way, property rights, easements, and interests, the cost of all machinery and equipment, financing charges, interest and administrative expenses expected to accrue during the period of construction, the funding of any reserve funds created by the Bond Resolution(s), cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, improving, enlarging, extending, or repairing the Project, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of the Project and all legal fees, printing and other cost, fees and expenses necessary for or incident to the issuance of the Bonds.

(f) "District" shall mean the Bear Creek Special Utility District.

(g) "Engineer" shall mean a registered, professional engineer (who may be the District Engineer or the Authority's Engineer). The District and Authority agree that the Engineer may be a different firm on different aspects of the Project and that any Project will be acquired, constructed, improved, enlarged, extended and repaired in accordance with the plans and specifications prepared under the supervision of the Engineer. It is further agreed that an Engineer may be changed or added and the scope of duties adjusted by the Authority, subject to the consent of the District.

(h) "Fiscal Year" shall mean the twelve month operating period (under this Contract) commencing October 1st of each year, provided such twelve month period may be changed one time in any three calendar year period by agreement of the Authority and the District (which agreement, if made, shall be attached hereto as an exhibit).

(i) "Maintenance and Operation Expense of the Project" shall mean the expense of maintenance and operation of the Project including all salaries, labor, materials, interest, repairs, and replacements necessary to render efficient service, or which might be necessary to meet some physical accident or condition which would otherwise impair the security of the Bonds. Such term shall not include depreciation.

(j) "Operator" shall mean the party to the Contract who is designated, from time to time, by the parties with respect to each Project and, in the absence of such designation, shall mean the District.

(k) "Project" shall mean the water supply, storage and transmission facilities which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the District under this Contract or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project described in each resolution or order of the District, duly passed prior to or subsequent to the date of this Contract, authorizing the issuance of Bonds by the Authority to finance the Costs of the Project.

ARTICLE II REPRESENTATIONS AND AGREEMENTS

SECTION 2.01: The District's Representations and Agreements. In connection with its undertakings hereunder, the District represents to the Authority and agrees with the Authority as follows:

(a) In its capacity as a duly organized political subdivision of the State of Texas, it is empowered under applicable laws of Texas to enter into the engagements prescribed for it under this Contract and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract. Pursuant to Texas Government Code, Section 791.026, as amended, and to the extent required by the terms of that Section, the District agrees not to obtain water supply or services from any other source than pursuant to this Contract.

(b) It will timely pay to the Authority the full amount it is required to pay under the provisions of this Contract for the services supplied by the Authority for the Project.

(c) That it will plan, construct, maintain, operate and finance its own Water System and set retail rates to individual customers for water service adequate to pay all District obligations secured by and made payable from the revenues derived from the operation of the District's Water System (the "Water System").

(d) That it will cooperate with the Authority in the performance of the duties and responsibilities assigned to the Authority by this Contract.

(e) Release and Waiver of Liability and Indemnity.

1. The District fully understands and acknowledges that:

- i. There are certain risks associated with the Project, including but not limited to the risk of litigation with a contractor, supplier or other parties;
- ii. The damages which could result from these risks described above, could be in the form of litigation expenses and/or the cost to satisfy an adverse judgment;
- iii. These risks may be caused by the action, inaction or negligence or breach of contract of the participant or the action, inaction or negligence or breach of contract of others, including, but not limited to, the Releasee named below; and
- iv. There may be other risks not known to us or are not reasonably foreseeable at this time.

2. The District accepts and assumes all such risks and responsibility for such losses and/ or damages, however caused and whether caused in whole or in part by the breach of contract or negligence of the Releasee named below.

3. In consideration for Authority executing this contract, The District **RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE** the Releasee named below, its Board of Directors, its officers, agents, or employees (hereinafter referred to as Releasee) from any and all **liability**, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, sustained by us, a contractor, supplier or other third party, whether caused by the **breach of contract or negligence** of Releasee or otherwise.
4. The District further agrees to **INDEMNIFY DEFEND AND HOLD HARMLESS** Releasee from any claim, loss, liability, damage or costs, including court costs and attorney fees, that it may incur due to any claims by us, contractors, supplier or third parties relating to the Project, whether caused by a **breach of contract or negligence** of Releasee or otherwise. The District further agrees that this Release, Waiver of Liability, Hold Harmless and Indemnity Agreement shall be construed in accordance with the laws of the State of Texas.
5. THE DISTRICT HAS READ THIS RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT IT MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO US AND INTEND ITS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SECTION 2.02: Representations and Agreements of Authority. In connection with its undertakings hereunder, the Authority represents to the District and agrees with the District as follows:

(a) In its capacity as a conservation and reclamation district created by the Act, pursuant to Article XVI, Section 59 of the Texas Constitution, it is empowered under applicable laws of the State of Texas, particularly under the Act, the Interlocal Cooperation Act, and the Texas Water Code, to enter into the engagements prescribed for it under this Contract and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract.

(b) That it will finance all Costs of the Project not provided by the District and any grant secured for the construction of the Project.

SECTION 2.03: Construction. The Operator agrees to assume responsibility for the construction of the Project and the Authority will enter into such contracts as are necessary to construct the Project. To this end, the Authority and the District agree that:

(a) Unless otherwise agreed by the parties, the District be responsible for the preparation of final plans and specifications for the Project.

(b) Final plans and specifications for the Project shall be subject to the approval of the Authority and the District.

(c) All construction contracts shall be let and awarded pursuant to the laws applicable to the Authority.

(d) The Authority shall let and award all construction contracts, subject to the approval of each contract by the District.

(e) The Authority shall deposit from the proceeds from the sale of its Bonds in a special Construction Fund to be created and established by the Bond Resolution(s), an amount of money which shall be specified in said Bond Resolution(s). The Authority shall draw on and use said Construction Fund to pay the cost of acquiring, constructing, improving, extending, enlarging and repairing the Project.

(f) Unless otherwise agreed by the parties, the District shall be responsible for the acquisition of all land, rights-of-way, property rights, easements and interest required to provide the Project, subject to the approval of the District and the Authority.

ARTICLE III FISCAL MATTERS

SECTION 3.01: Payment for Service. The Authority will provide from the proceeds received through the issuance and sale of its Bonds such funds as are necessary, when coupled with any funds or property provided by the District and any grant received, for the purpose of providing all or part of the Project. It is agreed that the District and its customers shall have the exclusive use of the entire Project for the useful life of the Project. In consideration for the Authority's obligation hereunder, the District recognizes and agrees that the Authority will acquire an undivided interest in the Project equivalent to the percentage of the total cost of the Project provided by the Authority through the issuance and sale of its Bonds. It is further agreed that the District's obligations to make any and all payments specified in this Article and the ownership interest of the Authority in the Project will terminate when all of the Authority's Bonds issued in connection with the Project have been paid in full and retired and are no longer outstanding. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on its Bonds is from the payments to be made by the District to the Authority under this Contract, and the District agrees that it will make to the Authority the following payments:

(a) Monthly amortization payment — Such amounts, payable monthly on or before the 10th day of each month, in approximately equal installments, as are necessary to pay (i) the principal coming due on the Authority's Bonds on the next succeeding principal payment date; (ii) the interest coming due on the Authority's Bonds on the next succeeding interest payment date; and, (iii) the fees and charges of the Paying Agent(s) for paying or redeeming the Bonds and interest thereon coming due on each applicable date.

(b) Reserve Fund Payment — Such amount as is required to be paid into the Reserve Fund from the Revenue Fund (out of payments to be made by the District) under the Bond Resolution in order to establish, maintain or replenish the Reserve Fund for the security and payment of Bonds.

(c) Administrative Payment — An amount sufficient to pay the administrative and overhead expenses of the Authority, directly attributable and chargeable to the Bonds and the Project, including the cost of routine annual accounting reports and the costs of all continuing disclosure undertakings.

(d) Extraordinary Expense Payment — Such amounts, as are necessary to pay or reimburse the Authority for any extraordinary or unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Project, such as expenses of litigation, if any, and costs of special studies and special professional services, if and when required by any governmental directive or regulation or as may be agreed between the District and the Authority.

(e) The cost of Maintenance and Operation of the Project (for which provision is made in Section 3.03) if the Authority is the Operator under that Section.

SECTION 3.02: Time for Making of Payments. The District agrees to make the payments required by Section 3.01 at the times hereafter specified:

(a) Monthly Amortization Payments — the District shall commence making monthly amortization payments at such time as any amount required by the Bond Resolution(s) to be deposited into an escrow account for the payment of interest on the Bonds during the Project construction period has been fully exhausted; provided that such payments shall commence in no event later than the earlier of (i) twelve months prior to the first principal payment date specified in the Bond Resolution(s), or (ii) six months prior to the first interest payment date for which moneys are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the Contract and shall be adjusted by the District so as to provide for the accumulation of the full amount of debt service requirements (principal, interest and paying agent fees due on any given payment date) on or before the first day of the month such debt service requirements become due.

(b) Reserve Fund Payment — the District shall commence making these payments on the 10th day of the following month, as may be provided in the Bond Resolution, after the delivery of the initial series of Bonds issued to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such additional Bonds.

(c) Administrative Payment — the District shall commence making the administrative payment on the 10th day of the month following the effective date of this Contract, and thereafter such payment shall be made on the 10th day of each month thereafter throughout the term of this Contract.

(d) Extraordinary Expense Payment — the District shall make any extraordinary expense payment immediately upon receipt of the statement therefor.

(e) Maintenance and Operating Expenses: (i) if the District is designated as the Operator, such expenses shall be paid by the District as the same become due; or (ii) if the Authority is designated as the Operator, the District shall pay (up to the amount annually budgeted for such expenses) the amount which the Authority determines shall be required in such months, such payments to be made on or before the 10th day of each month after the Project becomes operational. The annual budget shall be prepared by the Authority at least thirty (30) days prior to the date the Project is to become operational, or, thereafter prior to the beginning of each Fiscal Year; the budget shall then be submitted to the District which may indicate exceptions or suggestions, which shall then be considered by the Board. If an annual budget is found to be insufficient or excessive, the parties agree the same shall be taken into consideration by an amendment as well as the budget for the following year, with the view that

additional payments shall be made or credit shall be given so that expenditures match receipts over the Fiscal Year or an adjustment is made in the following month.

SECTION 3.03: Maintenance and Operation of the Project. Unless otherwise agreed by the parties, it is agreed that the District will be responsible for maintaining and operating the Project for the entire term of this Contract, and shall pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The District hereby agrees and covenants to operate and maintain the Project in accordance with accepted good business and engineering practices and in accordance with all applicable federal and state laws, including any rules and regulations issued by appropriate agencies in the administration of said laws. If the District is the Operator under this Section, the District agrees, to the extent allowed by law, to indemnify and to save and hold harmless the Authority from any and all, exclusive of costs caused by or associated with the Authority's negligence, claims, damages, losses, costs and expenses, including reasonable attorney fees, arising at any time from the acquisition, existence, ownership, operation and maintenance of the Project.

SECTION 3.04: Insurance. The Operator specifically agrees to carry fire, casualty, public liability, or other insurance on the Project for purposes and in amounts which would ordinarily be carried by a state political subdivision owning and operating such facilities. Such insurance will provide, to the extent feasible and practicable, for the restoration of damages or destroyed properties and equipment so as to minimize the interruption of services of such facilities. All premiums for such insurance shall constitute a Maintenance and Operation Expense of the Project.

SECTION 3.05: Covenant of Timely Payment. The District covenants that it will timely make (i) the monthly amortization payments and (ii) the additional payments specified hereunder in accordance with the provisions of this Contract as the same shall become due and payable, irrespective of whether service of the Project has been abandoned or discontinued, or if the Project has been rendered wholly or partially unusable by reason of "force majeure". The District recognizes the fact that the Authority will use the payment received from the District hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely upon the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the District.

SECTION 3.06: Late Payment Penalty. Should the District fail to make any payment at the time herein specified, interest on such amounts shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within sixty (60) days from the date such payment becomes due, the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 3.07: Priority of Charges - District to Fix Adequate Rates.

(a) The District represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the District's Water System.

(b) The District further agrees to fix and collect such rates and charges for water and services to its customers as will make possible the prompt payment of all expenses of operating and maintaining its Water System, including all payments, obligations and indemnities contracted hereunder.

SECTION 3.08: Nature of Obligation of District. The payments required to be made by the District under the terms of this Contract shall be due and payable in any and all events regardless of whether there shall be, for any reason, a delay in the completion of all or any part of the Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the District shall be and are separate and independent covenants and the District shall have no rights of set off, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the District out of funds raised or to be raised by taxation. Any obligations assumed or imposed on either party hereto shall never be construed to be a debt of such party of a kind that would require it to levy and collect taxes to discharge any such obligation, it being expressly understood by the parties hereto that the funds required for all payments due from the District pursuant to this Contract are to be collected from the sources referenced herein, and from no other source.

ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 4.01: Contract Term. The obligation of the District to promptly make all prescribed payments shall commence with the effective date of this Contract and continue for the period during which the Bonds are outstanding and unpaid.

SECTION 4.02: Useful Life of Project. The District and Authority agree and mutually find that the anticipated useful life of the Project equals or exceeds the period specified in the Bond Resolution(s) for the maturity of all Bonds authorized to be issued.

SECTION 4.03: Abandonment of Use of Project. Except as provided by this Contract, the District may not obtain services provided for in this Contract from a source other than a contracting party. It is specifically recognized by the parties hereto that the District, during the term of this Contract, may acquire other facilities so as to make the continued operation of the Project uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the District choose to discontinue the operation of all or part of the Project, the District shall have the exclusive right to the salvage of all of the properties and improvements constituting the Project so discontinued. Any cost of salvage will be a maintenance and operating expense of the District, and any money realized from such salvage will serve as a reduction of such expense. The District shall retain the use of the land where the Project is situated and all remaining improvements thereon for its corporate purposes.

The abandonment of the use of the Project shall have no effect upon the obligations of the District to the Authority provided for by this Contract and all payments provided for by this Contract shall remain obligations of the District of the same nature as provided for by this Contract.

SECTION 4.04: Modification of Provisions. This Contract may be changed and modified only with the consent of the governing bodies of the Authority and the District. Such modification may be requested by either party, in which event a joint meeting of the governing bodies or of their duly authorized and appointed representative shall be held not less than thirty (30) days after the giving of such notice. At such joint meeting, the suggested changes or modifications shall be considered, discussed and settled. No such change or modification may be made which will affect adversely the payment when due of all moneys required to be paid by

the District under the terms of this Contract and no such change will be effective which affects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

If for any reason the District may desire the construction of additional facilities over and above those now contemplated, and provided the same are within the legal and economic capabilities of the Authority, provision therefor shall be made by means of a supplement hereto, the terms of which are to be negotiated between the District and the Authority.

SECTION 4.05: Regulatory Provisions. This Contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 4.06: Taxes. In the event any sales or use taxes, or taxes of any nature, are hereafter imposed upon the Project or the Authority on account of the acquisition, existence, ownership, operation and maintenance of the Project, the amount of such taxes shall be treated as operating expenses of the Project.

SECTION 4.07: Title to Water and Sewage. Title to all water and sewage put into the Project under this Contract shall be in the District.

SECTION 4.08: Notices. Any notice, request, demand, statement or bill provided for in this Contract shall be in writing and shall be considered to have been fully delivered when sent by registered mail, addressed as follows:

To the Authority: 5100 Airport Drive
Denison, Texas 75020
Attention: President, Board of Directors

To the District: 16881 CR 541
Lavon, Texas 75166
Attention: General Manager

as the case may be, except that routine communications may be sent by ordinary mail and except that either party, by the filing of an appropriate written notice to the other, may specify some other individual to whom communications thereafter are to be addressed.

SECTION 4.09: Covenant to Enforce Contractual Obligations. The Authority covenants that it will enforce the obligations of the District hereunder as may be required to accomplish the purpose of this Contract. Either party may enforce any obligations hereunder owed to it by the other party.

SECTION 4.10: Consequences of District Default. The Authority and the District agree that in the event of default or threatened default, in the payment of principal of or interest on the Bonds, any court of competent jurisdiction upon petition of the holders of twenty-five percent (25%) of the principal amount of the then outstanding Bonds of the Authority shall appoint a receiver with authority to collect and receive all resources pledged to the payment of the Bonds, enforce all rights arising from default, if any, by the District in making payment under this Contract, and take charge of the pledged funds on hand and manage the proprietary affairs of the Authority insofar as such affairs relate to the Project. The court may further vest the

receiver with such powers and duties as the court may find necessary for the protection of the holders of the Bonds.

SECTION 4.11: Further Agreements of the Parties. The parties hereto specifically recognize that to the extent the District has heretofore issued, sold and delivered revenue bonds that were and are payable from and secured by a lien on and pledge of the net revenues of its Water System, and to the extent such bonds so issued and delivered are outstanding, the District has disclosed to the Authority the existence and terms of all such bonds.

Additionally, the District represents to the Authority that:

- (a) There is no provision in any resolution or order of the District which prohibits the District from entering into and executing this Contract.
- (b) The execution of this Contract and the operation thereunder will not in any way impair the obligation of contract by and between the District and any other person. The Project is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the District.

SECTION 4.12: Control of Project by Operator. The parties hereto recognize and it is specifically agreed that after completion of the Project and during the term of this Contract, the District shall have the exclusive right to the use and utilization of the Project, for the benefit of the District; that the District without hindrance from the Authority or the District, or the employees or other agents of either of them, may operate, maintain, repair, enlarge, improve, extend, provide for additions to or otherwise control, manage and keep up the said Project.

Except as specified in this Article, the abandonment of the use of all or part of such Project has no effect upon the obligations of the parties.

SECTION 4.13: Force Majeure.

(a) If for any reason of "force majeure" either of the parties hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, other than the obligation of District to make the payments required under the terms of Section 3.01 hereof, then if such party shall give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied upon, the obligation of the party giving such notice, so far as it is affected by such "force majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply and inability on the part of the Authority to deliver water hereunder or to provide sewage treatment or of the District to receive water or to deliver sewage treatment, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lock-outs shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of

strikes and lock-outs by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason of force majeure shall relieve the District from its obligations to make the payments required under the terms of Section 3.01 hereof.

(b) No damage shall be recoverable from Authority by reason of the suspension of the operation of the Project due to any of the causes above mentioned. If Operator's ability to operate the Project is affected by any of such causes, the Operator shall promptly notify the other party in writing giving the particulars as soon as possible after the occurrence of the cause or causes for such interruption.

(c) It is expressly recognized by District that the Operator may be compelled to make necessary alterations, repairs or extensions of new or additional facilities from time to time during the life of this Contract, and any suspensions of the operation of the Project due to such operation shall not be cause for claim of damage on part of the Operator provided all reasonable effort is used by the Operator to provide District with the service afforded by the Project in accordance with this Contract. In such case, the Operator shall give the other party as much advance notice as may be practicable of the suspension of operation and of the estimated duration thereof.

SECTION 4.14: Easements. The District agrees that the Authority may have such easements over any easements, right of way or property held by the District so that the facilities herein anticipated and the placement thereof and of all required equipment may be appropriately provided.

SECTION 4.15: Bond Approval by the District.

(a) Prior to the issuance and delivery of any Bonds which are (i) payable as to principal, interest or redemption premium out of the debt service payments, or (ii) to provide facilities or service or any item which is to be maintained by the Authority utilizing any part of the base monthly payments, the District shall approve the issuance thereof as provided in this Section.

(b) If the Bonds are to be sold at a public sale, the governing body of the District shall, by resolution or order, approve (i) the "Notice of Sale" issued or proposed to be issued by the Authority prior to their delivery; and, (ii) the facilities to be constructed or acquired; or, if the Bonds are to be negotiated, or are refunding Bonds, the governing body of the District shall, by resolution or order approve either (i) the form of purchase agreement or (ii) the resolution authorizing the issuance of the Bonds.

(c) If the Bonds are to be exchanged for property or services or are to be privately placed, the governing body of the District shall, by resolution or order, approve (i) the form of the resolution adopted or to be adopted by the governing body of the Authority which authorizes the issuance of such Bonds; and (ii) the facilities to be constructed or acquired, or the services to be provided.

(d) The District and the Authority agree that the holders of the Bonds, and each party deemed a holder of a Bond by virtue of subrogation to the rights of the holders of the Bonds or otherwise, shall be express third-party beneficiaries of this Contract and shall have all available remedies pertaining to enforcement of this Contract.

SECTION 4.16: Severability. The parties hereto agree that if any of the provisions of this Contract contravene or be held invalid under the laws of the State, same shall not invalidate the whole Contract, but it shall be construed as though not containing that particular provision, and the rights and obligations of the parties shall be construed and in force accordingly.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

(Authority Seal)

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

BEAR CREEK SPECIAL UTILITY DISTRICT

(District Seal)

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

EXHIBIT C
WINNING BID FORM

OFFICIAL BID FORM

Board of Directors
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

September 16, 2024

Members of the Board of Directors:

Reference is made to your Preliminary Official Statement and Official Notice of Sale and Bidding Instructions, dated September 4, 2024, of \$34,335,000* Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project), both of which constitute a part hereof.

For your legally issued Bonds, in the aggregate principal amount of \$34,335,000*, we will pay you a price of \$_____, representing approximately _____% of the par value. Such Bonds mature August 15, in each of the years and in the amounts and interest rates shown below:

Maturity (August 15)	Principal Amount*	Interest Rate	Maturity (August 15)	Principal Amount*	Interest Rate
2026	\$ 1,125,000	%	2036	\$ 1,830,000	%
2027	1,180,000	%	2037	1,925,000	%
2028	1,240,000	%	2038	2,020,000	%
2029	1,300,000	%	2039	2,120,000	%
2030	1,365,000	%	2040	2,225,000	%
2031	1,435,000	%	2041	2,340,000	%
2032	1,505,000	%	2042	2,455,000	%
2033	1,585,000	%	2043	2,575,000	%
2034	1,660,000	%	2044	2,705,000	%
2035	1,745,000	%			

Of the principal maturities set forth in the table above, term Bonds have been created as indicated in the following table (which may include multiple term Bonds, one term Bond or no term Bond if none is indicated). For those years which have been combined into a term Bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term Bond maturity date shall mature in such year. The term Bonds created are as follows:

Term Bond Maturing August 15	Year of First Mandatory Redemption	Principal Amount	Interest Rate
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%

Our calculation (which is not a part of this bid) of the interest cost from the above is:

TRUE INTEREST COST _____%

The Initial Bond shall be registered in the name of _____, which will, upon payment for the Bonds, be cancelled by the Paying Agent/Registrar. The Bonds will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the book-entry-only system.

*See "CONDITIONS OF THE SALE – Basis for Award." Preliminary, subject to change.

A wire transfer or a cashiers or certified check to the Authority in the amount of \$686,700 will be made available in accordance with the Official Notice of Sale made a part hereof. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions set forth in the Official Notice of Sale, the proceeds of this deposit shall be retained by the Authority as complete liquidated damages against us. Please check the box below to designate your Good Faith Deposit option.

We are having the Bonds of the following maturities _____ insured by _____ at a premium of \$ _____, **said premium to be paid by the Purchaser.** Any fees to be paid to the rating agencies as a result of said insurance **will be paid by the Authority.**

We agree to accept delivery of the Bonds utilizing the book-entry-only system through DTC and make payment for the Initial Bond in immediately available funds in the Corporate Trust Division, BOKF, NA, Dallas, Texas, not later than 10:00 AM, CDT, on October 24, 2024, or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the Official Notice of Sale and Bidding Instructions. It will be the obligation of the purchaser of the Bonds to complete the DTC Eligibility Questionnaire.

For purposes of contracting for the sale of the Bond, the entity signing the bid form as Purchaser or Manager shall be solely responsible for the payment of the purchase price of the Bonds. The Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the Authority is not a party to that agreement and any information provided regarding syndicate managers would be for informational purposes only.

The undersigned agrees to complete, execute, and deliver to the Authority, not later than the close of business on the business day following the award of the sale of the Bonds, a certificate relating to the "issue price" of the Bonds in the form and to the effect accompanying the Official Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to or required by the Authority.

Upon notification of conditional verbal acceptance, the undersigned, if required, will complete an electronic form of the Bond of Interested Parties Form 1295 (the "Disclosure Form") through the Texas Ethics Commission's (the "TEC") electronic portal and the resulting certified Disclosure Form that is generated by the TEC's electronic portal will be printed, signed, notarized and sent by email to the Authority and to the Authority's Bond Counsel at kristen.savant@nortonrosefulbright.com. The undersigned understands that the failure to provide the certified Disclosure Form will prohibit the Authority from providing final written award of the enclosed bid.

All syndicate members listed on the bid form (i) must have on file a Standing Letter acceptable to the Texas Attorney General addressing the representations and verifications described under the heading "CONDITIONS OF THE SALE – Verifications of Statutory Representations and Covenants," (ii) will, upon request of the Authority or Bond Counsel on behalf of the Authority, provide the Authority and Bond Counsel with a copy of its Standing Letter, and (iii) will, upon request of the Authority or Bond Counsel on the Authority's behalf, provide a Bringdown Verification.

Through submittal of this executed Official Bid Form, the undersigned makes the representations and verifications provided in the Official Notice of Sale and Bidding Instructions under the heading "CONDITIONS OF THE SALE – Verifications of Statutory Representations and Covenants."

By submitting this bid, the Purchaser understands and agrees that if Purchaser should fail or refuse to take up and pay for the obligations in accordance with this bid, or it is determined that after the acceptance of this bid by the Authority that the Purchaser was found not to satisfy the requirements described in the Official Notice of Sale and Bidding Instructions under the heading "CONDITIONS OF THE SALE" and as a result the Texas Attorney General will not deliver its approving opinion of the obligations, then the check submitted herewith as the Purchaser's Good Faith Deposit shall be cashed and accepted by the Authority. IF THE AUTHORITY CASHES THE PURCHASER'S GOOD FAITH DEPOSIT AS DESCRIBED ABOVE, SUCH ACTION DOES NOT CONSTITUTE COMPLETE OR LIQUIDATED DAMAGES RELATED TO THE PURCHASER'S BREACH OF ANY OF THE COVERED VERIFICATIONS.

By submitting this bid, the Purchaser understands and agrees that the liability of the Purchaser for breach of any of the verifications made in connection with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended and as described above (collectively, the "Covered Verifications") shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Official Bid Form or the Official Notice of Sale. Additionally, the Purchaser acknowledges and agrees that the Authority reserves and retains all rights and remedies at law and in equity for pursuit and recovery of damages, if any, relating to the Covered Verifications.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.

Respectfully submitted,

Name of Purchaser or Manager

Authorized Representative

Phone Number

Signature

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Greater Texoma Utility Authority, at _____ AM/PM Central Time on this the 16th day of September, 2024.

Greater Texoma Utility Authority

AGENDA ITEM VIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. VIII

PREPARED & SUBMITTED BY: Paul Sigle, General Manager

CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR CITY OF SHERMAN MISCELLANEOUS WATER LINE IMPROVEMENTS.

ISSUE

Consider and act upon the award of contract for City of Sherman Miscellaneous Water Line Improvements.

BACKGROUND

This project was identified by the City of Sherman's Utility Department as a high priority replacement project for the City's water system. This project replaces approximately 3,300' of water line between 4 different locations around Sherman.

CONSIDERATIONS

The City of Sherman received nine bids on August 15th at 3:00 PM. Kitching & Co. LLC was the apparent lowest bidder with an amount of \$685,365.08. The City of Sherman's Engineering Department has reviewed Kitching & Co bid and references and has determined the bid is acceptable.

STAFF RECOMMENDATIONS

The Authority Staff recommends authorizing the General Manager to award a contract to Kitching & Co LLC in the amount of \$685,365.08. This item is contingent upon the City of Sherman's approval.

ATTACHMENTS

Recommendation Letter
Bid Tabulation



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 9/16/2024

Prepared By: Travis Overturf, Civil Engineer

Approved By:

Caption:

RESOLUTION NO.

Awarding a Bid to and Authorizing Execution of a Contract Between Kitching & Co LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Miscellaneous Water Line Improvements 2022

Issue:

To consider awarding a bid to and authorizing execution of a contract between Kitching & Co LLC of Anna, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Miscellaneous Water Line Improvements 2022.

Background:

This project was identified by our Utility Department as a high priority replacement project for our water system. This project replaces approximately 3,300' of water line between 4 different locations around Sherman.

Nine (9) bidders responded to the request for bids. Bids were opened on August 15th, and the lowest, responsive, responsible bid in the amount of \$685,365.08 was submitted by Kitching & Co LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of \$685,365.08 will be provided through existing GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Miscellaneous Water Line Improvements 2022 to Kitching & Co LLC in the amount of \$685,365.08. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No.
2. Unsigned Agreement
3. Bid Tabulation
4. Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN KITCHING & CO LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE MISCELLANEOUS WATER LINE IMPROVEMENTS 2022; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Kitching & Co LLC of Anna, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of Six Hundred Eighty-Five Thousand Three Hundred Sixty-Five Dollars and Eight Cents (\$685,365.08) for the Miscellaneous Water Line Improvements 2022; subject to all Contract Documents being properly completed and approved as to form and content.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA"), and Kitching & Co LLC, a corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

MISCELLANEOUS WATER LINE IMPROVEMENTS 2022

Article 2. ENGINEER

The Project has been designed by Wade Trim, Fort Worth, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 150 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will

contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Solicitation for Bids
- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent’s Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Closeout Documents
- 8.17 Special Provisions
- 8.18 Technical Specification prepared or issued by the City of Sherman dated 03/12/2024.
- 8.19 Drawings, consisting of sheets numbered 1 through 29 , inclusive with each sheet bearing the following general title: City of Sherman, **MISCELLANEOUS WATER LINE IMPROVEMENTS 2022**
- 8.20 Addenda numbers 1 to 1, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA (“Change Orders”). “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA’s authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA’S project managers are authorized to issue Contingency Allowance Authorization but GTUA’S project managers, superintendents and/or inspectors not authorized to

issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS **GTUA**, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “**GTUA**” FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY **CONTRACTOR**, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM **CONTRACTOR** IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “**CONTRACTOR**” FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF **CONTRACTOR** IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF **GTUA** (COLLECTIVELY, “**CLAIMS**”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “**CLAIMS**” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST **GTUA** BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN **CONTRACTOR** AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH **CONTRACTOR**, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, **GTUA** SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY **GTUA**, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY **GTUA** IN WRITING. **GTUA** RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, **GTUA** IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY **GTUA** IS NOT TO BE CONSTRUED AS A WAIVER OF **CONTRACTOR**’S OBLIGATION TO DEFEND **GTUA** OR AS A

WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. If CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. MISCELLANEOUS

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect,

limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:

CONTRACTOR: Kitching & Co LLC

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Project: Miscellaneous Water Line Improvements 2022
Owner: City of Sherman
Number: 2024-21
Project # 1516-U and Bid Number 2024-21

Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
G1	Mobilization	1	LS	30,250.00	\$30,250.00	40,000.00	\$40,000.00	45,000.00	\$45,000.00	50,000.00	\$50,000.00
G2	Right-of-Way Preparation	1	LS	7,865.00	\$7,865.00	5,000.00	\$5,000.00	2,000.00	\$2,000.00	20,000.00	\$20,000.00
G3	Traffic Control	1	LS	5,808.00	\$5,808.00	4,000.00	\$4,000.00	3,000.00	\$3,000.00	15,000.00	\$15,000.00
G4	SW3P Implementation & Maintenance	1	LS	3,025.00	\$3,025.00	3,500.00	\$3,500.00	2,500.00	\$2,500.00	10,000.00	\$10,000.00
G5	Audio & Video Route Survey	1	LS	1,815.00	\$1,815.00	1,000.00	\$1,000.00	1,500.00	\$1,500.00	5,000.00	\$5,000.00
M1	Sodding	200	SY	14.85	\$2,970.00	10.00	\$2,000.00	9.00	\$1,800.00	15.00	\$3,000.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	4.84	\$968.00	15.00	\$3,000.00	1.00	\$200.00	25.00	\$5,000.00
M3	Miscellaneous Irrigation Allowance	1	LS	7,865.00	\$7,865.00	1,500.00	\$1,500.00	2,500.00	\$2,500.00	5,000.00	\$5,000.00
M4	Tree Protection	8	EA	730.13	\$5,841.04	200.00	\$1,600.00	200.00	\$1,600.00	600.00	\$4,800.00
M5	Construction Contingency Allowance	1	LS	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	30.33	\$37,609.20	70.00	\$86,800.00	100.00	\$124,000.00	65.00	\$80,600.00
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	30.88	\$7,627.36	80.00	\$19,760.00	100.00	\$24,700.00	122.00	\$30,134.00
P3	Remove & Replace Gravel Parking Lot	80	SY	31.56	\$2,524.80	35.00	\$2,800.00	40.00	\$3,200.00	40.00	\$3,200.00
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	127.81	\$12,141.95	120.00	\$11,400.00	180.00	\$17,100.00	95.00	\$9,025.00
P5	Remove & Replace Concrete Driveway (6")	46	SY	109.43	\$5,033.78	120.00	\$5,520.00	180.00	\$8,280.00	160.00	\$7,360.00
P6	Remove & Replace Curb & Gutter	198	LF	120.33	\$23,825.34	60.00	\$11,880.00	40.00	\$7,920.00	30.00	\$5,940.00
P7	Remove Sidewalk (4")	18	SY	61.51	\$1,107.18	80.00	\$1,440.00	30.00	\$540.00	40.00	\$720.00
P8	Remove & Replace Concrete Flume	1.5	SY	358.96	\$538.44	200.00	\$300.00	300.00	\$450.00	200.00	\$300.00
P9	Remove Existing Retaining Wall	8	LF	70.90	\$567.20	100.00	\$800.00	100.00	\$800.00	750.00	\$6,000.00
P10	Remove Curb & Gutter	10	LF	56.00	\$560.00	40.00	\$400.00	30.00	\$300.00	20.00	\$200.00
P11	Barrier Free Ramp	1	EA	5,445.00	\$5,445.00	2,000.00	\$2,000.00	3,500.00	\$3,500.00	2,200.00	\$2,200.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	69.73	\$75,308.40	52.00	\$56,160.00	72.00	\$77,760.00	87.00	\$93,960.00
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	85.83	\$42,915.00	45.00	\$22,500.00	80.00	\$40,000.00	130.00	\$65,000.00
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	51.24	\$51,752.40	43.00	\$43,430.00	69.00	\$69,690.00	87.00	\$87,870.00
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	95.63	\$68,853.60	134.00	\$96,480.00	112.00	\$80,640.00	100.00	\$72,000.00
W5	Remove Pipe	25	LF	15.49	\$387.25	30.00	\$750.00	40.00	\$1,000.00	80.00	\$2,000.00
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	2,164.51	\$17,316.08	6,000.00	\$48,000.00	6,000.00	\$48,000.00	6,000.00	\$48,000.00
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	1,713.22	\$3,426.44	1,800.00	\$3,600.00	5,500.00	\$11,000.00	4,900.00	\$9,800.00
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	3,794.42	\$3,794.42	4,400.00	\$4,400.00	6,200.00	\$6,200.00	7,800.00	\$7,800.00
W9	Cut & Cap Abandon-in-Place Existing										

Date: 8/15/2024

Bid Tabulation

Project: Miscellaneous Water Line Improvements 2022

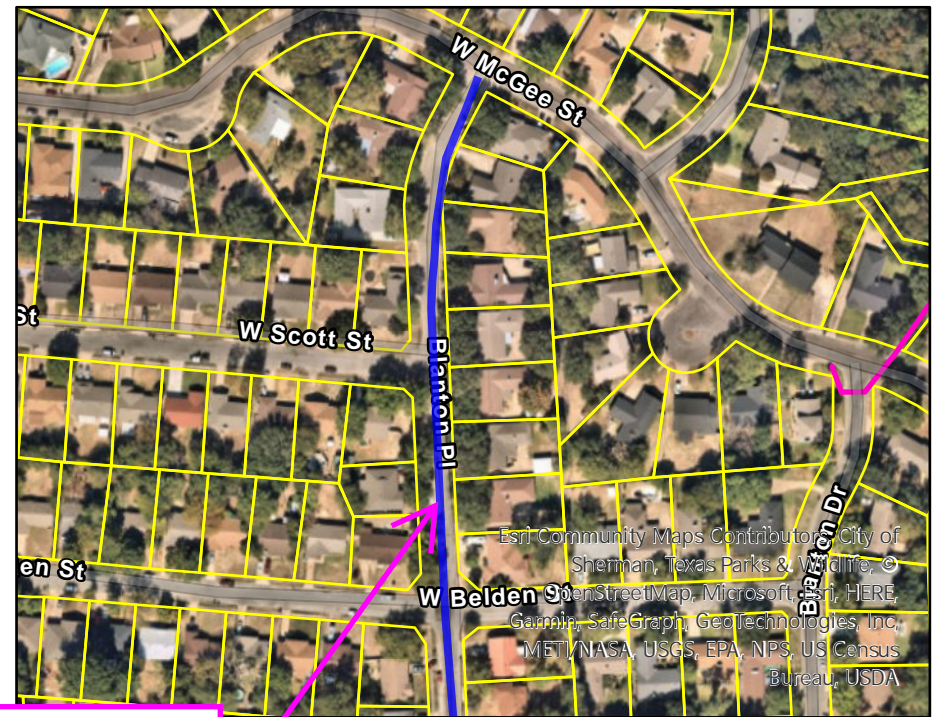
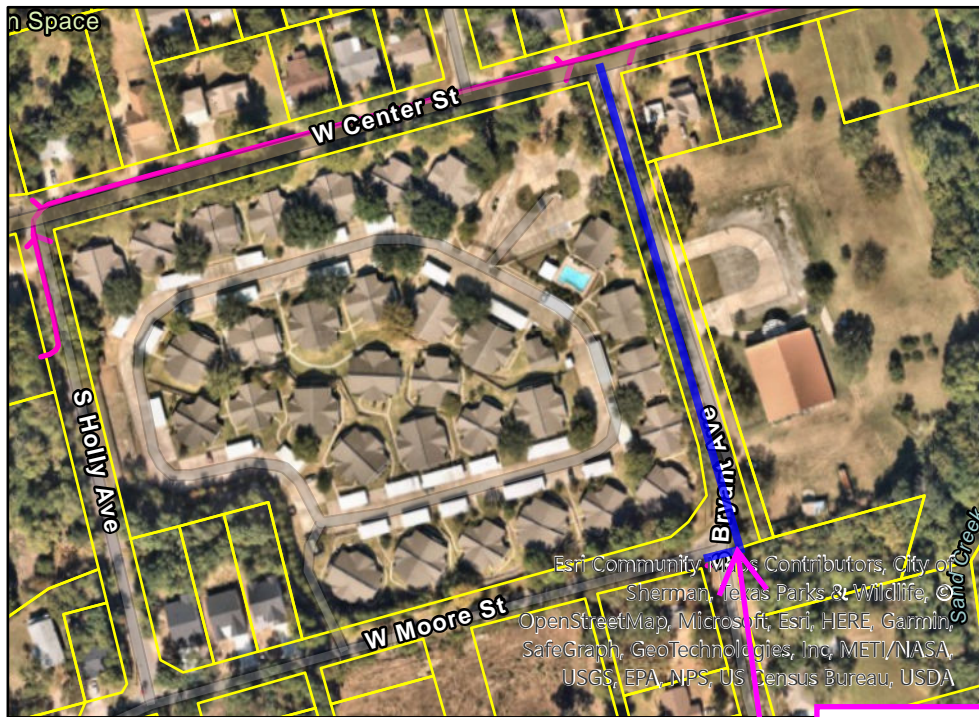
Owner: City of Sherman

Number: 2024-21

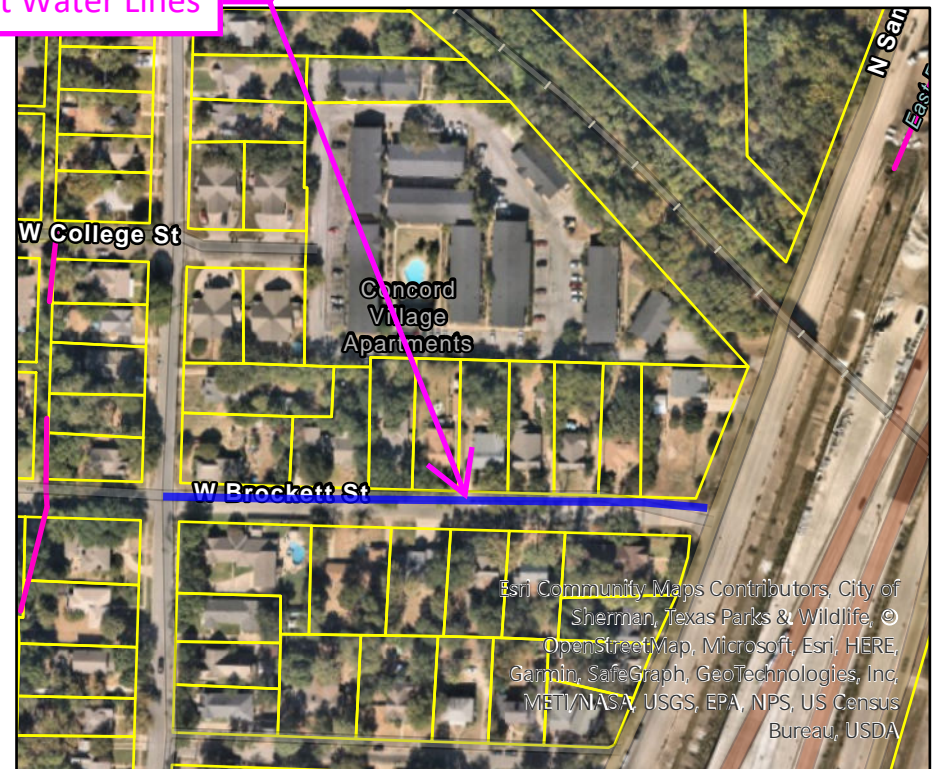
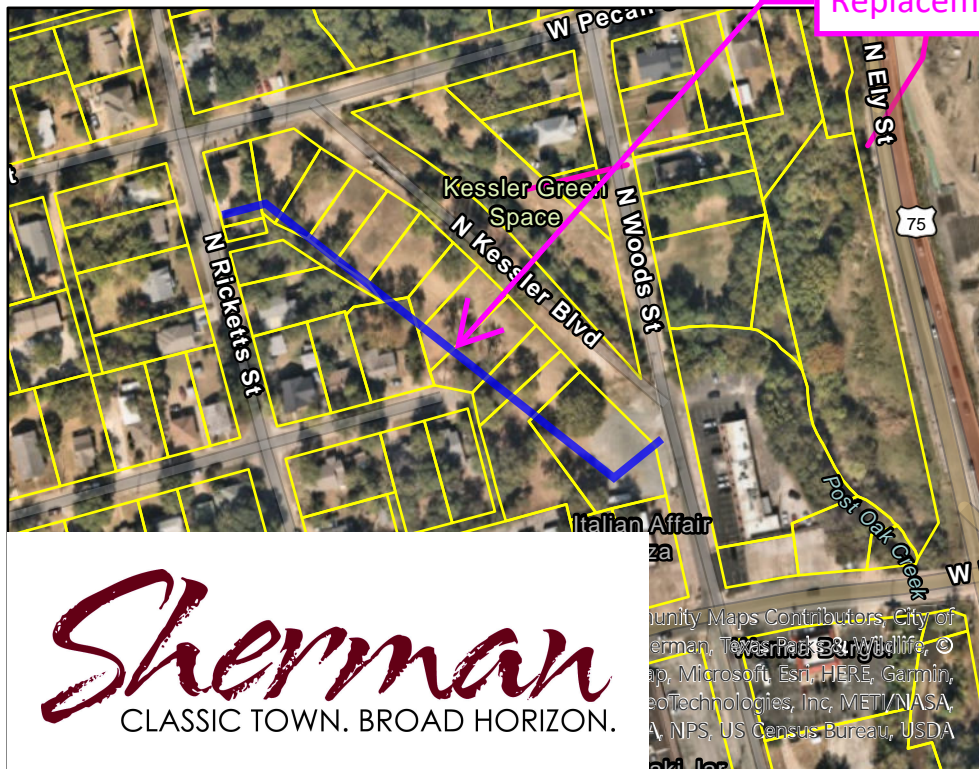
Project # 1516-U and Bid Number 2024-21

Date: 8/15/2024

				Western Municipal Construction							
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
G1	Mobilization	1	LS	456,750.23	\$456,750.23		\$0.00		\$0.00		\$0.00
G2	Right-of-Way Preparation	1	LS	15,944.76	\$15,944.76		\$0.00		\$0.00		\$0.00
G3	Traffic Control	1	LS	12,045.01	\$12,045.01		\$0.00		\$0.00		\$0.00
G4	SW3P Implementation & Maintenance	1	LS	12,827.93	\$12,827.93		\$0.00		\$0.00		\$0.00
G5	Audio & Video Route Survey	1	LS	7,227.00	\$7,227.00		\$0.00		\$0.00		\$0.00
M1	Sodding	200	SY	22.92	\$4,584.00		\$0.00		\$0.00		\$0.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	20.51	\$4,102.00		\$0.00		\$0.00		\$0.00
M3	Miscellaneous Irrigation Allowance	1	LS	31,317.02	\$31,317.02		\$0.00		\$0.00		\$0.00
M4	Tree Protection	8	EA	591.72	\$4,733.76		\$0.00		\$0.00		\$0.00
M5	Construction Contingency Allowance	1	LS	125,000.00	\$125,000.00		\$0.00		\$0.00		\$0.00
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	104.75	\$129,890.00		\$0.00		\$0.00		\$0.00
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	90.61	\$22,380.67		\$0.00		\$0.00		\$0.00
P3	Remove & Replace Gravel Parking Lot	80	SY	52.64	\$4,211.20		\$0.00		\$0.00		\$0.00
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	281.49	\$26,741.55		\$0.00		\$0.00		\$0.00
P5	Remove & Replace Concrete Driveway (6")	46	SY	282.91	\$13,013.86		\$0.00		\$0.00		\$0.00
P6	Remove & Replace Curb & Gutter	198	LF	202.48	\$40,091.04		\$0.00		\$0.00		\$0.00
P7	Remove Sidewalk (4")	18	SY	283.30	\$5,099.40		\$0.00		\$0.00		\$0.00
P8	Remove & Replace Concrete Flume	1.5	SY	281.49	\$422.24		\$0.00		\$0.00		\$0.00
P9	Remove Existing Retaining Wall	8	LF	531.49	\$4,251.92		\$0.00		\$0.00		\$0.00
P10	Remove Curb & Gutter	10	LF	126.47	\$1,264.70		\$0.00		\$0.00		\$0.00
P11	Barrier Free Ramp	1	EA	5,420.25	\$5,420.25		\$0.00		\$0.00		\$0.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	160.94	\$173,815.20		\$0.00		\$0.00		\$0.00
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	393.48	\$196,740.00		\$0.00		\$0.00		\$0.00
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	139.45	\$140,844.50		\$0.00		\$0.00		\$0.00
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	180.61	\$130,039.20		\$0.00		\$0.00		\$0.00
W5	Remove Pipe	25	LF	26.59	\$664.75		\$0.00		\$0.00		\$0.00
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	6,573.95	\$52,591.60		\$0.00		\$0.00		\$0.00
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	6,664.30	\$13,328.60		\$0.00		\$0.00		\$0.00
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	8,711.95	\$8,711.95		\$0.00		\$0.00		\$0.00
W9	Cut & Cap Abandon-in-Place Existing 2"-6" Water Line (Install Thrust Blocking)	11	EA	1,260.08	\$13,860.88		\$0.00		\$0.00		\$0.00
W10	Remove & Salvage Existing Gate Valve & Box	10	EA	531.49	\$5,314.90		\$0.00		\$0.00		\$0.00
W11	Remove & Salvage Existing Fire Hydrant Assembly	2	EA	5,314.93	\$10,629.86		\$0.00		\$0.00		\$0.00
W12	Standard Fire Hydrant Assembly	5	EA	10,446.09	\$52,230.45		\$0.00		\$0.00		\$0.00
W13	6" Gate Valve & Box	22	EA	2,081.25	\$45,787.50		\$0.00		\$0.00		\$0.00
W14	12" Gate Valve & Box	6	EA	4,369.84	\$26,219.04		\$0.00		\$0.00		\$0.00
W15	Short Service	22	EA	1,966.36	\$43,259.92		\$0.00		\$0.00		\$0.00
W16	Long Service	19	EA	3,942.87	\$74,914.53		\$0.00		\$0.00		\$0.00
W17	Trench Safety & Excavation Protection	2,983.00	LF	6.02	\$17,957.66		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID					\$1,934,229.08		\$0.00		\$0.00		\$0.00



Replacement Water Lines



Sherman
CLASSIC TOWN. BROAD HORIZON.

AGENDA ITEM IX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. IX

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR CITY OF GAINESVILLE 16”
FOUNDRY ROAD WATERLINE REPLACEMENT PROJECT.**

ISSUE

Consider and act upon the award of contract for City of Gainesville 16” Foundry Road Waterline Replacement Project.

BACKGROUND

The City of Gainesville 16” Foundry Road Waterline Replacement project consists of the replacement of a 14” water transmission main to alleviate water loss. This water main is 80+ years old and the City estimates that the line has lost 30-million gallons of water over the past 5-years.

CONSIDERATIONS

GTUA/ City of Gainesville received 12 bids for the 16” Foundry Road Waterline Replacement Project on August 14, 2024. A&V Water is the lowest responsive bidder with a base bid amount of \$1,091,252.26. Kimley Horn and Associates Inc. has reviewed the qualifications and references. Kimley Horn and Associates Inc. recommend awarding the contract to A&V Water.

STAFF RECOMMENDATIONS

The Authority Staff recommends authorizing the General Manager to award a contract to A&V Water in the amount of \$1,091,252.26. This item is contingent upon the City of Gainesville’s approval.

ATTACHMENTS

Recommendation Letter

Bid Tabulation



August 27, 2024

Mr. Allen McDonald
Public Works Director
City of Gainesville, Texas
104 W Hird St,
Gainesville, TX 76240

Re: Bid Results
Greater Texoma Utility Authority / City of Gainesville 16-inch Foundry Road Water Line
Project No. 51079 CID 01
KHA No. 061042068

Dear Mr. McDonald:

On August 14th, 2024, the City of Gainesville, Texas received bids for the Foundry Road Water Line Project. A detailed bid tabulation is attached for your review and consideration. The City of Gainesville, Texas received a bid from the following contractors:

Contractor	Total Base Bid
A&V Water	\$1,091,252.26
Kitching & Co, LLC	\$1,180,898.70
Lynn Vessels Construction, LLC	\$1,242,464.49
Dickerson Construction Company, Inc.	\$1,386,330.00
JBM Interests, LLC	\$1,445,605.00
BlackRock Construction	\$1,505,358.00
Hayes Construction, LLC	\$1,580,660.00
Pittard Construction, LLC	\$1,661,920.60
Atkins Bros Equipment Co, Inc	\$1,722,560.00
Acadia Services, LLC	\$1,791,407.00
Excel 4 Construction	\$1,944,491.00
Canary Construction, Inc.	\$2,093,810.00

Kimley-Horn and Associates, Inc. has reviewed the qualifications and references of A&V Water. Kimley-Horn and Associates, Inc. has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that A&V Water is the lowest responsible bidder. Kimley-Horn and Associates, Inc. recommends awarding the contract to A&V Water in the amount of \$1,091,252.26.



Enclosed is a copy of the bid tabulation for your reference. Thank you for the opportunity to be of service to the City of Gainesville, Texas.

Should you have any questions or comments, please do not hesitate to contact me at 817-339-2248.

Sincerely,


A handwritten signature in blue ink that reads "Andrew Simonsen".

Andrew Simonsen, P.E.

Attachments


- Bid Tabulation

K:\FTW_Utility\061042068-Foundry Road Water Line\BIDDING\Civcast Downloads\Foundry Rd 16-inch WL Award Recommendation Letter.docx

CHECKED BY: 

Andrew Simonsen, PE 08/14/2024

Owner: GTUA/City of Gainesville					BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7		BIDDER 8		BIDDER 9		BIDDER 10		BIDDER 11		BIDDER 12			
Job No.: 061042068					A&V Water		Kitching & Co, LLC		Lynn Vessels Construction, LLC		Dickerson Construction Company, Inc.		JBM Interests, LLC		BlackRock Construction		Hayes Construction, LLC		Pittard Construction, LLC		Atkins Bros Equipment Co, Inc		Acadia Services, LLC		Excel 4 Construction		Canary Construction, Inc.			
Project: 16-inch Foundry Road Water Line																														
Date: August 14, 2024																														
Item No.	Item Description				Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost		
Base Bid																														
1	MOBILIZATION, BONDING & INSURANCE				1	LS	\$52,601.40	\$52,601.40	\$40,000.00	\$40,000.00	\$49,000.00	\$49,000.00	\$65,000.00	\$65,000.00	\$75,000.00	\$75,000.00	\$130,000.00	\$130,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$48,000.00	\$48,000.00	\$100,000.00	\$100,000.00
2	EROSION CONTROL / SWPPP				1	LS	\$3,000.00	\$3,000.00	\$15,754.20	\$15,754.20	\$3,633.07	\$3,633.07	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00
3	TRAFFIC CONTROL				1	LS	\$4,500.00	\$4,500.00	\$7,332.60	\$7,332.60	\$6,545.00	\$6,545.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$14,000.00	\$14,000.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$24,000.00	\$24,000.00	\$16,000.00	\$16,000.00	\$5,500.00	\$5,500.00
4	ALIGNMENT CLEARING				1	LS	\$6,000.00	\$6,000.00	\$9,680.00	\$9,680.00	\$11,305.00	\$11,305.00	\$9,000.00	\$9,000.00	\$14,200.00	\$14,200.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$18,500.00	\$18,500.00	\$5,000.00	\$5,000.00	\$33,000.00	\$33,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
5	TRENCH SAFETY				4,235	LF	\$3.25	\$13,763.75	\$1.51	\$6,394.85	\$1.19	\$5,039.65	\$2.00	\$8,470.00	\$1.00	\$4,235.00	\$1.00	\$4,235.00	\$2.00	\$8,470.00	\$1.00	\$4,235.00	\$1.00	\$4,235.00	\$2.00	\$8,470.00	\$3.00	\$12,705.00	\$1.00	\$4,235.00
6	TEMPORARY WATER SERVICES				1	LS	\$18,669.05	\$18,669.05	\$7,478.89	\$7,478.89	\$17,850.00	\$17,850.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00	\$8,050.00	\$8,050.00	\$30,000.00	\$30,000.00	\$16,675.00	\$16,675.00	\$3,000.00	\$3,000.00	\$18,000.00	\$18,000.00	\$96,000.00	\$96,000.00	\$9,500.00	\$9,500.00
7	LOCATION OF EXISTING UTILITIES				1	LS	\$9,000.00	\$9,000.00	\$4,235.00	\$4,235.00	\$9,817.50	\$9,817.50	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$8,750.00	\$8,750.00	\$6,500.00	\$6,500.00	\$33,750.00	\$33,750.00	\$1,000.00	\$1,000.00	\$27,000.00	\$27,000.00	\$53,000.00	\$53,000.00	\$6,500.00	\$6,500.00
8	16" AWWA C-900 DR-18 PVC BY OPEN CUT				4,046	LF	\$83.18	\$336,546.28	\$124.95	\$505,547.70	\$94.33	\$381,659.18	\$130.00	\$525,980.00	\$180.00	\$728,280.00	\$140.00	\$566,440.00	\$160.00	\$647,360.00	\$188.60	\$763,075.60	\$266.00	\$1,076,236.00	\$140.00	\$566,440.00	\$205.00	\$829,430.00	\$180.00	\$728,280.00
9	16" AWWA C-900 DR-18 PVC IN 24" STEEL CASING BY AUGER BORE				334	LF	\$553.05	\$184,718.70	\$657.77	\$219,695.18	\$757.68	\$253,065.12	\$650.00	\$217,100.00	\$300.00	\$100,200.00	\$650.00	\$217,100.00	\$600.00	\$200,400.00	\$765.00	\$255,510.00	\$621.00	\$207,414.00	\$860.00	\$287,240.00	\$823.00	\$274,882.00	\$1,200.00	\$400,800.00
10	12" AWWA C-900 DR-18 PVC BY OPEN CUT				5	LF	\$858.77	\$4,293.85	\$100.40	\$502.00	\$221.82	\$1,109.10	\$300.00	\$1,500.00	\$180.00	\$900.00	\$265.00	\$1,325.00	\$400.00	\$2,000.00	\$250.00	\$1,250.00	\$150.00	\$750.00	\$275.00	\$1,375.00	\$319.00	\$1,595.00	\$170.00	\$850.00
11	6" AWWA C-900 DR-18 PVC BY OPEN CUT				184	LF	\$33.52	\$6,167.68	\$48.47	\$8,918.48	\$55.59	\$10,228.56	\$125.00	\$23,000.00	\$60.00	\$11,040.00	\$92.00	\$16,928.00	\$120.00	\$22,080.00	\$45.00	\$8,280.00	\$95.00	\$17,480.00	\$48.00	\$8,832.00	\$99.00	\$18,216.00	\$160.00	\$29,440.00
12	1" WATER SERVICE LINE AND CONNECTION				4	EA	\$2,084.04	\$8,336.16	\$1,416.07	\$5,664.28	\$2,491.54	\$9,966.16	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$1,915.00	\$7,660.00	\$2,500.00	\$10,000.00	\$2,985.00	\$11,940.00	\$700.00	\$2,800.00	\$1,600.00	\$6,400.00	\$2,000.00	\$8,000.00	\$3,200.00	\$12,800.00
13	2" WATER SERVICE LINE AND CONNECTION				5	EA	\$1,233.42	\$6,167.10	\$2,006.63	\$10,033.15	\$2,927.40	\$14,637.00	\$4,500.00	\$22,500.00	\$3,000.00	\$15,000.00	\$2,875.00	\$14,375.00	\$3,100.00	\$15,500.00	\$3,140.00	\$15,700.00	\$2,000.00	\$10,000.00	\$2,100.00	\$10,500.00	\$2,400.00	\$12,000.00	\$8,500.00	\$42,500.00
14	RELOCATE EXISTING WATER METER				3	EA	\$3,000.00	\$9,000.00	\$1,950.39	\$5,851.17	\$4,016.25	\$12,048.75	\$750.00	\$2,250.00	\$800.00	\$2,400.00	\$3,670.00	\$11,010.00	\$1,200.00	\$3,600.00	\$750.00	\$2,250.00	\$300.00	\$900.00	\$4,000.00	\$12,000.00	\$2,100.00	\$6,300.00	\$3,200.00	\$9,600.00
15	CONNECT TO EXISTING WATER LINE				4	EA	\$3,240.06	\$12,960.24	\$2,202.23	\$8,808.92	\$8,240.75	\$32,963.00	\$2,800.00	\$11,200.00	\$1,200.00	\$4,800.00	\$2,650.00	\$10,600.00	\$6,000.00	\$24,000.00	\$5,375.00	\$21,500.00	\$3,000.00	\$12,000.00	\$6,500.00	\$26,000.00	\$6,400.00	\$25,600.00	\$15,800.00	\$62,400.00
16	DUCTILE IRON FITTINGS				7	TON	\$8,157.20	\$57,100.40	\$9,072.91	\$63,510.37	\$10,084.40	\$70,590.80	\$28,750.00	\$201,250.00	\$22,000.00	\$154,000.00	\$13,990.00	\$97,930.00	\$20,000.00	\$140,000.00	\$10,830.00	\$75,810.00	\$3,000.00	\$21,000.00	\$14,500.00	\$101,500.00	\$7,900.00	\$55,300.00	\$15,000.00	\$105,000.00
17	FIRE HYDRANT ASSEMBLY				5	EA	\$12,175.80	\$60,879.00	\$4,876.48	\$24,382.40	\$4,574.36	\$22,871.80	\$5,800.00	\$29,000.00	\$5,000.00	\$25,000.00	\$8,215.00	\$41,075.00	\$9,400.00	\$47,000.00	\$8,110.00	\$40,550.00	\$7,500.00	\$37,500.00	\$6,500.00	\$32,500.00	\$7,400.00	\$37,000.00	\$14,000.00	\$70,000.00
18	1" COMBINATION AIR RELEASE VALVE				2	EA	\$9,026.32	\$18,052.64	\$5,724.77	\$11,449.54	\$8,687.00	\$17,374.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$9,370.00	\$18,740.00	\$8,500.00	\$17,000.00	\$12,360.00	\$24,720.00	\$7,000.00	\$14,000.00	\$15,000.00	\$30,000.00	\$13,000.00	\$26,000.00	\$28,000.00	\$56,000.00
19	6" GATE VALVE				7	EA	\$3,194.03	\$22,358.21	\$1,847.14	\$12,929.98	\$1,945.66	\$13,619.62	\$2,100.00	\$14,700.00	\$1,800.00	\$12,600.00	\$2,325.00	\$16,275.00	\$3,200.00	\$22,400.00	\$2,200.00	\$15,400.00	\$1,000.00	\$7,000.00	\$3,000.00	\$21,000.00	\$2,400.00	\$16,800.00	\$2,500.00	\$17,500.00
20	16" GATE VALVE				7	EA	\$16,888.26	\$118,217.82	\$14,520.50	\$101,643.50	\$12,897.05	\$90,279.35	\$13,000.00	\$91,000.00	\$14,000.00	\$98,000.00	\$13,215.00	\$92,505.00	\$17,400.00	\$121,800.00	\$15,160.00	\$106,120.00	\$14,000.00	\$98,000.00	\$18,000.00	\$126,000.00	\$19,200.00	\$134,400.00	\$8,000.00	\$56,000.00
21	CLSM WATER STOP				7	EA	\$857.14	\$5,999.98	\$1,025.27	\$7,176.89	\$595.00	\$4,165.00	\$500.00	\$3,500.00	\$400.00	\$2,800.00	\$1,050.00	\$7,350.00	\$3,500.00	\$24,500.00	\$1,250.00	\$8,750.00	\$300.00	\$2,100.00	\$2,500.00	\$17,500.00	\$700.00	\$4,900.00	\$800.00	\$4,200.00
22	UTILITY MARKERS				15	EA	\$810.00	\$12,150.00	\$99.61	\$1,494.15	\$78.94	\$1,184.10	\$100.00	\$1,500.00	\$200.00	\$3,000.00	\$415.00	\$6,225.00	\$50.00	\$750.00	\$125.00	\$1,875.00	\$200.00	\$3,000.00	\$120.00	\$1,800.00	\$600.00	\$9,000.00	\$1,500.00	\$22,500.00
23	HYDROMULCH SURFACE REPAIR				1,550	SY	\$3.00	\$4,650.00	\$1.63	\$2,526.50	\$2.86	\$4,433.00	\$3.00	\$4,650.00	\$2.00	\$3,100.00	\$3.00	\$4,650.00	\$3.00	\$4,650.00	\$4.00	\$6,200.00	\$2.00	\$3,100.00	\$25.00	\$38,750.00	\$19.00	\$29,450.00	\$10.00	\$15,500.00
24	HOT MIX ASPHALT PAVEMENT REPAIR				637	SY	\$60.00	\$38,220.00	\$33.71	\$21,473.27	\$160.88	\$102,480.56	\$65.00	\$41,405.00	\$100.00	\$63,700.00	\$165.00	\$105,105.00	\$100.00	\$63,700.00	\$65.00	\$41,405.00	\$170.00	\$108,290.00	\$300.00	\$191,100.00	\$134.00	\$85,358.00	\$265.00	\$168,805.00
25	CONCRETE PAVEMENT REPAIR				55	SY	\$110.00	\$6,050.00	\$101.21	\$5,566.55	\$107.10	\$5,890.50	\$145.00	\$7,975.00	\$130.00	\$7,150.00	\$220.00	\$12,100.00	\$210.00	\$11,550.00	\$185.00	\$10,175.00	\$175.00	\$9,625.00	\$300.00	\$16,500.00	\$257.00	\$14,135.00	\$280.00	\$15,400.00
26	CONCRETE METER VAULT REMOVAL AND BACKFILL				1	LS	\$3,000.00	\$3,000.00	\$4,008.22	\$4,008.22	\$4,046.00	\$4,046.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$11,500.00	\$11,500.00	\$4,000.00	\$4,000.00
27	REMOVE AND REPLACE PIPE RAIL FENCE				20	LF	\$40.00	\$800.00	\$200.09	\$4,001.80	\$249.90	\$4,998.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$85.00	\$1,700.00	\$40.00	\$800.00	\$100.00	\$2,000.00	\$232.00	\$4,640.00	\$90.00	\$1,800.00
28	REMOVE AND REPLACE WIRE MESH FENCE				20	LF	\$40.00	\$800.00	\$151.94	\$3,038.80	\$130.90	\$2,618.00	\$50.00	\$1,000.00	\$80.00	\$1,600.00	\$70.00	\$1,400.00	\$80.00	\$1,600.00	\$40.00	\$800.00	\$10.00	\$200.00	\$25.00	\$500.00	\$221.00	\$4,420.00	\$70.00	\$1,400.00
29	REMOVE AND REPLACE PIPE RAIL GATE				1	EA	\$250.00	\$250.00	\$1,890.63	\$1,890.63	\$1,904.00	\$1,904.00	\$3,350.00	\$3,350.00	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$30.00	\$30.00	\$11,000.00	\$11,000.00	\$900.00	\$900.00	\$4,500.00	\$4,500.00
30	REMOVE AND REPLACE 12" CMP CULVERT				10	LF	\$200.00	\$2,000.00	\$84.70	\$847.00	\$74.49	\$744.90	\$100.00	\$1,000.00	\$80.00	\$800.00	\$160.00	\$1,600.00	\$60.00	\$600.00	\$150.00	\$1,500.00	\$90.00	\$900.00	\$120.00	\$1,200.00	\$130.00	\$1,300.00	\$340.00	\$3,400.00
31	REMOVE AND REPLACE 24" CORRUGATED HDPE CULVERT				10	LF	\$600.00	\$6,000.00	\$54.73	\$547.30	\$123.76	\$1,237.60	\$100.00	\$1,000.00	\$90.00	\$900.00	\$245.00	\$2,450.00	\$60.00	\$600.00	\$75.00	\$750.00	\$120.00	\$1,200.00	\$180.00	\$1,800.00	\$166.00	\$1,660.00	\$340.00	\$3,400.00
32	MATERIAL INSPECTION AND TESTING				1	LS	\$9,000.00	\$9,000.00	\$8,515.38	\$8,515.38	\$25,160.17	\$25,160.17	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$13,980.00	\$13,980.00	\$10,000.00	\$10,000.00	\$22,500.00	\$22,500.00	\$2,000.00	\$2,000.00	\$18,000.00	\$18,000.00	\$14,000.00	\$14,000.00	\$32,000.00	\$32,000.00
33	PROJECT ALLOWANCE				1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,0						

CHECKED BY: 

Andrew Simonsen, PE 08/14/2024

Owner: GTUA/City of Gainesville					BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7		BIDDER 8		BIDDER 9		BIDDER 10		BIDDER 11		BIDDER 12					
Job No.: 061042068					A&V Water		Kitching & Co, LLC		Lynn Vessels Construction, LLC		Dickerson Construction Company, Inc.		JBM Interests, LLC		BlackRock Construction		Hayes Construction, LLC		Pittard Construction, LLC		Atkins Bros Equipment Co, Inc		Acadia Services, LLC		Excel 4 Construction		Canary Construction, Inc.					
Project: 16-inch Foundry Road Water Line																																
Date: August 14, 2024																																
Item No.	Item Description				Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost				
Base Bid																																
1	MOBILIZATION, BONDING & INSURANCE				1	LS	\$52,601.40	\$52,601.40	\$40,000.00	\$40,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$65,000.00	\$65,000.00	\$75,000.00	\$75,000.00	\$130,000.00	\$130,000.00	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$48,000.00	\$48,000.00	\$100,000.00	\$100,000.00		
2	EROSION CONTROL / SWPPP				1	LS	\$3,000.00	\$3,000.00	\$15,754.20	\$15,754.20	\$3,633.07	\$3,633.07	\$3,633.07	\$3,633.07	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$35,000.00		
3	TRAFFIC CONTROL				1	LS	\$4,500.00	\$4,500.00	\$7,332.60	\$7,332.60	\$6,545.00	\$6,545.00	\$6,545.00	\$6,545.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$14,000.00	\$14,000.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$24,000.00	\$24,000.00	\$16,000.00	\$5,500.00		
4	ALIGNMENT CLEARING				1	LS	\$6,000.00	\$6,000.00	\$9,680.00	\$9,680.00	\$11,305.00	\$11,305.00	\$11,305.00	\$11,305.00	\$9,000.00	\$9,000.00	\$14,200.00	\$14,200.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$18,500.00	\$18,500.00	\$5,000.00	\$5,000.00	\$33,000.00	\$33,000.00	\$12,000.00	\$15,000.00		
5	TRENCH SAFETY				4,235	LF	\$3.25	\$13,763.75	\$1.51	\$6,394.85	\$1.19	\$5,039.65	\$5,039.65	\$5,039.65	\$2.00	\$8,470.00	\$1.00	\$4,235.00	\$1.00	\$4,235.00	\$2.00	\$8,470.00	\$1.00	\$4,235.00	\$2.00	\$8,470.00	\$3.00	\$12,705.00	\$1.00	\$4,235.00		
6	TEMPORARY WATER SERVICES				1	LS	\$18,669.05	\$18,669.05	\$7,478.89	\$7,478.89	\$17,850.00	\$17,850.00	\$17,850.00	\$17,850.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00	\$8,050.00	\$8,050.00	\$30,000.00	\$30,000.00	\$16,675.00	\$16,675.00	\$3,000.00	\$3,000.00	\$18,000.00	\$18,000.00	\$96,000.00	\$9,500.00		
7	LOCATION OF EXISTING UTILITIES				1	LS	\$9,000.00	\$9,000.00	\$4,235.00	\$4,235.00	\$9,817.50	\$9,817.50	\$9,817.50	\$9,817.50	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$8,750.00	\$8,750.00	\$6,500.00	\$6,500.00	\$33,750.00	\$33,750.00	\$1,000.00	\$1,000.00	\$27,000.00	\$27,000.00	\$53,000.00	\$6,500.00		
8	16" AWWA C-900 DR-18 PVC BY OPEN CUT				4,046	LF	\$83.18	\$336,546.28	\$124.95	\$505,547.70	\$94.33	\$381,659.18	\$381,659.18	\$381,659.18	\$130.00	\$525,980.00	\$180.00	\$728,280.00	\$140.00	\$566,440.00	\$160.00	\$647,360.00	\$188.60	\$763,075.60	\$266.00	\$1,076,236.00	\$140.00	\$566,440.00	\$205.00	\$829,430.00	\$180.00	\$728,280.00
9	16" AWWA C-900 DR-18 PVC IN 24" STEEL CASING BY AUGER BORE				334	LF	\$553.05	\$184,718.70	\$657.77	\$219,695.18	\$757.68	\$253,065.12	\$253,065.12	\$253,065.12	\$650.00	\$217,100.00	\$300.00	\$100,200.00	\$650.00	\$217,100.00	\$600.00	\$200,400.00	\$765.00	\$255,510.00	\$621.00	\$207,414.00	\$860.00	\$287,240.00	\$203.00	\$400,800.00	\$1,200.00	\$400,800.00
10	12" AWWA C-900 DR-18 PVC BY OPEN CUT				5	LF	\$858.77	\$4,293.85	\$100.40	\$502.00	\$221.82	\$1,109.10	\$1,109.10	\$1,109.10	\$300.00	\$1,500.00	\$180.00	\$900.00	\$265.00	\$1,325.00	\$400.00	\$2,000.00	\$250.00	\$1,250.00	\$150.00	\$750.00	\$275.00	\$1,375.00	\$319.00	\$1,595.00	\$170.00	\$850.00
11	6" AWWA C-900 DR-18 PVC BY OPEN CUT				184	LF	\$33.52	\$6,167.68	\$48.47	\$8,918.48	\$55.59	\$10,228.56	\$10,228.56	\$10,228.56	\$125.00	\$23,000.00	\$60.00	\$11,040.00	\$92.00	\$16,928.00	\$120.00	\$22,080.00	\$45.00	\$8,280.00	\$95.00	\$17,480.00	\$48.00	\$8,832.00	\$99.00	\$18,216.00	\$160.00	\$29,440.00
12	1" WATER SERVICE LINE AND CONNECTION				4	EA	\$2,084.04	\$8,336.16	\$1,416.07	\$5,664.28	\$2,491.54	\$9,966.16	\$9,966.16	\$9,966.16	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$1,915.00	\$7,660.00	\$2,500.00	\$10,000.00	\$2,985.00	\$11,940.00	\$700.00	\$2,800.00	\$1,600.00	\$6,400.00	\$2,000.00	\$3,200.00	\$12,800.00	
13	2" WATER SERVICE LINE AND CONNECTION				5	EA	\$1,233.42	\$6,167.10	\$2,006.63	\$10,033.15	\$2,927.40	\$14,637.00	\$14,637.00	\$14,637.00	\$4,500.00	\$22,500.00	\$3,000.00	\$15,000.00	\$2,875.00	\$14,375.00	\$3,100.00	\$15,500.00	\$3,140.00	\$15,700.00	\$2,000.00	\$10,000.00	\$2,100.00	\$10,500.00	\$2,400.00	\$8,500.00	\$42,500.00	
14	RELOCATE EXISTING WATER METER				3	EA	\$3,000.00	\$9,000.00	\$1,950.39	\$5,851.17	\$4,016.25	\$12,048.75	\$12,048.75	\$12,048.75	\$750.00	\$2,250.00	\$800.00	\$2,400.00	\$3,670.00	\$11,010.00	\$1,200.00	\$3,600.00	\$750.00	\$2,250.00	\$300.00	\$900.00	\$4,000.00	\$12,000.00	\$2,100.00	\$6,300.00	\$3,200.00	\$9,600.00
15	CONNECT TO EXISTING WATER LINE				4	EA	\$3,240.06	\$12,960.24	\$2,202.23	\$8,808.92	\$8,240.75	\$32,963.00	\$32,963.00	\$32,963.00	\$2,800.00	\$11,200.00	\$1,200.00	\$4,800.00	\$2,650.00	\$10,600.00	\$6,000.00	\$24,000.00	\$5,375.00	\$21,500.00	\$3,000.00	\$12,000.00	\$6,500.00	\$26,000.00	\$6,400.00	\$25,600.00	\$15,800.00	\$62,400.00
16	DUCTILE IRON FITTINGS				7	TON	\$8,157.20	\$57,100.40	\$9,072.91	\$63,510.37	\$10,084.40	\$70,590.80	\$70,590.80	\$70,590.80	\$28,750.00	\$201,250.00	\$22,000.00	\$154,000.00	\$13,990.00	\$97,930.00	\$20,000.00	\$140,000.00	\$10,830.00	\$75,810.00	\$3,000.00	\$21,000.00	\$14,500.00	\$101,500.00	\$7,900.00	\$55,300.00	\$15,000.00	\$105,000.00
17	FIRE HYDRANT ASSEMBLY				5	EA	\$12,175.80	\$60,879.00	\$4,876.48	\$24,382.40	\$4,574.36	\$22,871.80	\$22,871.80	\$22,871.80	\$5,800.00	\$29,000.00	\$5,000.00	\$25,000.00	\$8,215.00	\$41,075.00	\$9,400.00	\$47,000.00	\$8,110.00	\$40,550.00	\$7,500.00	\$37,500.00	\$6,500.00	\$32,500.00	\$7,400.00	\$37,000.00	\$14,000.00	\$70,000.00
18	1" COMBINATION AIR RELEASE VALVE				2	EA	\$9,026.32	\$18,052.64	\$5,724.77	\$11,449.54	\$8,687.00	\$17,374.00	\$17,374.00	\$17,374.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$9,370.00	\$18,740.00	\$8,500.00	\$17,000.00	\$12,360.00	\$24,720.00	\$7,000.00	\$14,000.00	\$15,000.00	\$30,000.00	\$13,000.00	\$26,000.00	\$28,000.00	\$56,000.00
19	6" GATE VALVE				7	EA	\$3,194.03	\$22,358.21	\$1,847.14	\$12,929.98	\$1,945.66	\$13,619.62	\$13,619.62	\$13,619.62	\$2,100.00	\$14,700.00	\$1,800.00	\$12,600.00	\$2,325.00	\$16,275.00	\$3,200.00	\$22,400.00	\$2,200.00	\$15,400.00	\$1,000.00	\$7,000.00	\$3,000.00	\$21,000.00	\$2,400.00	\$16,800.00	\$2,500.00	\$17,500.00
20	16" GATE VALVE				7	EA	\$16,888.26	\$118,217.82	\$14,520.50	\$101,643.50	\$12,897.05	\$90,279.35	\$90,279.35	\$90,279.35	\$13,000.00	\$91,000.00	\$14,000.00	\$98,000.00	\$13,215.00	\$92,505.00	\$17,400.00	\$121,800.00	\$15,160.00	\$106,120.00	\$14,000.00	\$98,000.00	\$18,000.00	\$126,000.00	\$19,200.00	\$134,400.00	\$8,000.00	\$56,000.00
21	CLSM WATER STOP				7	EA	\$857.14	\$5,999.98	\$1,025.27	\$7,176.89	\$595.00	\$4,165.00	\$4,165.00	\$4,165.00	\$500.00	\$3,500.00	\$400.00	\$2,800.00	\$1,050.00	\$7,350.00	\$3,500.00	\$24,500.00	\$1,250.00	\$8,750.00	\$300.00	\$2,100.00	\$2,500.00	\$17,500.00	\$700.00	\$4,900.00	\$800.00	\$4,200.00
22	UTILITY MARKERS				15	EA	\$810.00	\$12,150.00	\$99.61	\$1,494.15	\$78.94	\$1,184.10	\$1,184.10	\$1,184.10	\$100.00	\$1,500.00	\$200.00	\$3,000.00	\$415.00	\$6,225.00	\$50.00	\$750.00	\$125.00	\$1,875.00	\$200.00	\$3,000.00	\$120.00	\$1,800.00	\$600.00	\$9,000.00	\$1,500.00	\$22,500.00
23	HYDROMULCH SURFACE REPAIR				1,550	SY	\$3.00	\$4,650.00	\$1.63	\$2,526.50	\$2.86	\$4,433.00	\$4,433.00	\$4,433.00	\$3.00	\$4,650.00	\$2.00	\$3,100.00	\$3.00	\$4,650.00	\$3.00	\$4,650.00	\$4.00	\$6,200.00	\$2.00	\$3,100.00	\$25.00	\$38,750.00	\$19.00	\$29,450.00	\$10.00	\$15,500.00
24	HOT MIX ASPHALT PAVEMENT REPAIR				637	SY	\$60.00	\$38,220.00	\$33.71	\$21,473.27	\$160.88	\$102,480.56	\$102,480.56	\$102,480.56	\$65.00	\$41,405.00	\$100.00	\$63,700.00	\$165.00	\$105,105.00	\$100.00	\$63,700.00	\$65.00	\$41,405.00	\$170.00	\$108,290.00	\$300.00	\$191,100.00	\$134.00	\$85,358.00	\$265.00	\$168,805.00
25	CONCRETE PAVEMENT REPAIR				55	SY	\$110.00	\$6,050.00	\$101.21	\$5,566.55	\$107.10	\$5,890.50	\$5,890.50	\$5,890.50	\$145.00	\$7,975.00	\$130.00	\$7,150.00	\$220.00	\$12,100.00	\$210.00	\$11,550.00	\$185.00	\$10,175.00	\$175.00	\$9,625.00	\$300.00	\$16,500.00	\$257.00	\$14,135.00	\$280.00	\$15,400.00
26	CONCRETE METER VAULT REMOVAL AND BACKFILL				1	LS	\$3,000.00	\$3,000.00	\$4,008.22	\$4,008.22	\$4,046.00	\$4,046.00	\$4,046.00	\$4,046.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$11,500.00	\$11,500.00	\$4,000.00	\$4,000.00
27	REMOVE AND REPLACE PIPE RAIL FENCE				20	LF	\$40.00	\$800.00	\$200.09	\$4,001.80	\$249.90	\$4,998.00	\$4,998.00	\$4,998.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$85.00	\$1,700.00	\$40.00	\$800.00	\$100.00	\$2,000.00	\$22.00	\$4,640.00	\$90.00	\$1,800.00
28	REMOVE AND REPLACE WIRE MESH FENCE				20	LF	\$40.00	\$800.00	\$151.94	\$3,038.80	\$130.90	\$2,618.00	\$2,618.00	\$2,618.00	\$50.00	\$1,000.00	\$80.00	\$1,600.00	\$70.00	\$1,400.00	\$80.00	\$1,600.00	\$40.00	\$800.00	\$10.00	\$200.00	\$25.00	\$500.00	\$231.00	\$4,420.00	\$70.00	\$1,400.00
29	REMOVE AND REPLACE PIPE RAIL GATE				1	EA	\$250.00	\$250.00	\$1,890.63	\$1,890.63	\$1,904.00	\$1,904.00	\$1,904.00	\$1,904.00	\$3,350.00	\$3,350.00	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$30.00	\$30.00	\$11,000.00	\$11,000.00	\$900.00	\$4,500.00	\$4,500.00	\$4,500.00
30	REMOVE AND REPLACE 12" CMP CULVERT				10	LF	\$200.00	\$2,000.00	\$84.70	\$847.00	\$74.49	\$744.90	\$744.90	\$744.90	\$100.00	\$1,000.00	\$80.00	\$800.00	\$160.00	\$1,600.00	\$60.00	\$600.00	\$150.00	\$1,500.00	\$90.00	\$900.00	\$120.00	\$1,200.00	\$130.00	\$340.00	\$340.00	\$3,400.00
31	REMOVE AND REPLACE 24" CORRUGATED HDPE CULVERT				10	LF	\$600.00	\$6,000.00	\$54.73	\$547.30	\$123.76	\$1,237.60	\$1,237.60	\$1,237.60	\$100.00	\$1,000.00	\$90.00	\$900.00	\$245.00	\$2,450.00	\$60.00	\$600.00	\$75.00	\$750.00	\$120.00	\$1,200.00	\$180.00	\$1,800.00	\$166.00	\$1,660.00	\$340.00	\$3,400.00

AGENDA ITEM X



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 12, 2024

SUBJECT: AGENDA ITEM NO. X

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

**CONSIDER AND ACT UPON CHANGE ORDER NO. 2 FOR CITY OF BELLS WWTP
REHABILITATION CONSTRUCT WITH URBAN INFRACONSTRUCTION.**

ISSUE

Consider and act upon Change Order No. 2 for City of Bells WWTP Rehabilitation Construct with Urban Infraconstruction.

BACKGROUND

The City of Bells requested the Authority staff to assist the City in obtaining funding from the Texas Water Development Board for rehabilitation of water distribution lines, a new water well, ground storage tank, pump station, generators at well sites, replacing water meters, SCADA, repairs to the wastewater treatment plant and likely some improvements to their wastewater collection system.

The Texas Water Development Board ("TWDB") State Revolving Funds were initially selected as the funding sources for these improvements. However, the TWDB informed the Authority staff that changes had been made to the SRF programs by limiting the amount of funding they are making available. The programs are now more difficult to qualify for and will take significantly more time to be funded if a project ends up qualifying. Due to these changes in the SRF program and discussions with TWDB, the Authority staff is proposing to pursue funding through the Texas Water Development Fund ("DFund"). The DFund is a state funded loan program with below market interest rates. This path forward was approved by the Board in February of 2021.

The City of Bells received two bids on September 20, 2023 for the City's Wastewater Treatment Plant Rehabilitation. Urban Infraconstruction was the lowest bid at \$1,400,500 with an alternate of \$20,000. The City's Engineers reviewed the bids and have found the bid as acceptable. The Engineers are recommending accepting the alternate.

CONSIDERATIONS

During construction at the Wastewater Treatment Plant, the City discovered the recycle pumps at the Lift Station are in need of replacement. The City's engineers discussed adding the replacement of the pumps to the current contract with Urban Infraconstruction. After discussions between the engineers and the contractor, Urban Infraconstruction submitted Change Order No. 2 in the amount of \$120,028.96 for a final contract price of \$1,540,528.96.

STAFF RECOMMENDATIONS

The Authority Staff recommends approving Change Order No. 2 in the amount of \$120,028.96 for a final contract price of \$1,540,528.96.

ATTACHED

Change Order No. 2

AGENDA ITEM XI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. XI

PREPARED: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON CHANGE ORDER NO. 2 AND A RESOLUTION BY THE
BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY
ACCEPTING THE CONTRACT WITH THI DOING BUSINESS AS HALL RESOURCES FOR
THE CITY OF WHITEWRIGHT WATER SYSTEM IMPROVEMENTS – WATER WELL #5
PROJECT AS COMPLETE.**

ISSUE

Consider and act upon Change Order No. 2 and closeout of the Contract with THI DBA Hall Resources for the City of Whitewright Water System Improvements-Water Well #5 Project.

BACKGROUND

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

This project was funded by the TWDB Drinking Water State Revolving Fund. The work included installation of a new 230 GPM production water well, pump, motor, piping, and associated appurtenances.

CONSIDERATIONS

THI has completed the City of Whitewright Water Well #5 Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to THI.

STAFF RECOMMENDATIONS

The Authority Staff recommend approving the project as complete. Contingent upon the city of Whitewright acceptance of closing, contingent upon the City of Whitewright approval.

ATTACHED

Resolution

Closeout Documents

Final Change Order No. 2

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH THI/DBA HALL RESOURCES AS COMPLETE FOR THE GTUA ON BELHALF OF THE CITY OF WHITEWRIGHT WATER SYSTEM IMPROVEMENTS-WATER WELL #5 PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with THI/DBA Hall Resources for the City of Whitewright Water System Improvements-Water Well #5 Project, and

WHEREAS representatives of the City of Whitewright and the project engineer have inspected the City of Whitewright Water System Improvements-Water Well #5 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 THI/DBA Hall Resources, Inc. as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2024 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

Change Order No. 2

Date of Issuance: 07/10/2023	Effective Date: 07/10/2023
Owner: City of Whitewright and GTUA	Owner's Contract No.: TWDB Project No. 62831 CID02
Contractor: Hall Resources dba THI Water Well	Contractor's Project No.: WTW007
Engineer: KSA Engineers, Inc.	Engineer's Project No.: WTW007
Project: Whitewright Proposed Well No. 5	Contract Name: TWDB DWSRF Water Distribution System Improvements Proposed City Well No. 5

The Contract is modified as follows upon execution of this Change Order:

Description: Final well bore to 14.750" from 20" ded gravel, rig time & under reamer See attachment for breakdown

Attachments: 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,498,788.00	Original Contract Times: February, 13, 2023 Substantial Completion: July, 13, 2023 (150 days) Ready for Final Payment: August 12, 2023 (180 days) days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 29500.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: _____ \$ 1,528,288.00	Contract Times prior to this Change Order: _____ Substantial Completion: 150 Ready for Final Payment: 180 days or dates
[Increase] [Decrease] of this Change Order: <u>2</u> \$ -36,170.00	[Increase] [Decrease] of this Change Order: <u>2</u> Substantial Completion: 240 Ready for Final Payment: 270 days or dates
Contract Price incorporating this Change Order: _____ \$ 1,492,118.00	Contract Times with all approved Change Orders: _____ Substantial Completion: July, 13, 2023 (150 days) Ready for Final Payment: August 12, 2023 (180 days) days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Title: Project Manager	Title: _____	Title: _____	Title: _____	Title: President	Title: _____
Date: 07/26/2023	Date: _____	Date: _____	Date: _____	Date: 7/10/2023	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

THI
WATER WELL, LLC
P.O. BOX 1419
BOWIE, TEXAS 76230

4/12/2023

City of Whitewright
Well # 5 Replacement
Madelyn Tadlock
Job # 10518

*Change Order Request #2
emailed to Madelyn
again 7/6/2023*

Final well bore taken to 14.750" from 20".
Deduct of Gravel, Rig Time, Under Reamer

Deduct 8 bags of gravel @ 350.00ea	2,800.00
4 days rig time @ 5,500.00	22,000.00
Under Reamer	<u>12,000.00</u>
Deduct	36,800.00

Screen Quote 109'
Screen Used 115'

6' Of screen added @ 105.00	630.00
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Change order in the amount 36,170.00 of the contract price

AGENDA ITEM XII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. XII

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH UNDERWOOD,
INC. FOR THE CITY OF WHITEWRIGHT WATER DISTRIBUTION SYSTEM IMPROVEMENTS
WATERLINE IMPROVEMENTS PROJECT AS COMPLETE.**

ISSUE

Consider and act upon closeout of the Contract with Underwood, Inc. for the City of Whitewright Water Distribution System Improvements-Waterline Improvements Project.

BACKGROUND

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

This project was funded by the TWDB Drinking Water State Revolving Fund. The work included the installation of approximately 9,200 linear feet of 6" and 8" waterline and associated appurtenances.

CONSIDERATIONS

Underwood, Inc. has completed the City of Whitewright Water Distribution System Improvements-Waterline Improvements Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Underwood, Inc.

STAFF RECOMMENDATIONS

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

ATTACHED

Resolution

Closeout Documents

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH UNDERWOOD, INC. AS COMPLETE FOR THE GTUA ON BELHALF OF THE CITY OF WHITEWRIGHT WATER DISTRIBUTION SYSTEM IMPROVEMENTS-WATERLINE IMPROVEMENTS PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Underwood, Inc. for the City of Whitewright Distribution System Improvements-Waterline Improvements Project, and

WHEREAS representatives of the City of Whitewright and the project engineer have inspected the City of Whitewright Water Distribution System Improvements-Waterline 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 Underwood, Inc. as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2024 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

Change Order No. 5

Date of Issuance: _____ Effective Date: _____
 Owner: GTUA obo City of Whitewright Owner's Contract No.: WTW007.002
 Contractor: Underwood, Inc. Contractor's Project No.: WTW007.002
 Engineer: KSA engineers, Inc. Engineer's Project No.: WTW007.002
 Project: TWDB Water Distribution System Contract Name: 62831 CID 02
 Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Item #1.02 Qty -224 Amount -\$9,632.00
 Item #1.07 Qty -3 Amount -\$3,975.00
 Item #1.16 Qty +3 Amount +\$10,200.00
 Item # 1.32 Qty -1 Amount -\$7,000.00

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>(note changes in Milestones if applicable)</i>
Original Contract Price: \$ 62,421.75	Original Contract Times: Substantial Completion: 270 (10/16/2022) Ready for Final Payment: 300 (11/16/2022) days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> \$ 27,525.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: _____ \$ 779,946.75	Contract Times prior to this Change Order: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: _____ \$ -10,407.00	[Increase] [Decrease] of this Change Order: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: _____ \$ 769,539.75	Contract Times with all approved Change Orders: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: _____
Engineer (if required)

Title: _____
Date: _____

Approved by Funding Agency (if applicable)

ACCEPTED:
By: Brandon Sains
Owner (Authorized Signature)
Title: Public Works Director
Date: 7/10/2024
By: P.W. Sains
GTUA General Manager
Date: 7/11/24

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Approved by Funding Agency (if
applicable)

By: _____
Title: _____

Date: _____

PAY REQUEST
Greater Texoma Utility Authority
5100 Airport Drive
Denton, TX 76202

Estimate No.: 18
 Date: July 22, 2024
 Project: TWOB DWSRF Waterline Improvements
 Period: From: 3/25/2023 To: 4/25/2023
 Contractor: Underwood, Inc.
 Address: 1899 Recreation Rd. 3 Bonham, Texas 75419

Notice to Proceed Date: January 19, 2022
 Contract Time: 300 Days
 % Complete (Time): 305%
 % Complete (\$): 100%
 Project No.: WTW.007

Amount of Contract as Awarded: \$752,421.75

Change Orders/Field Orders:
 #1 \$ 10,500.00 #6 \$ (0,432.00)
 #2 \$ 0.00 #7 \$
 #3 \$ 0.00 #8 \$
 #4 \$ 0.00 #9 \$
 #5 \$ 17,025.00 #10 \$
 Total Change Orders/Field Orders: \$21,093.00
 Total Adjusted Contract: \$773,514.75

PREVIOUS PAYMENTS AUTHORIZED

#	Amount	#	Amount
#1	\$185,245.80	#10	\$7,313.98
#2	\$40,886.64	#11	\$18,246.94
#3	\$100,553.95	#12	\$17,287.14
#4	\$43,589.99	#13	\$3,098.23
#5	\$23,063.84	#14	\$52,872.17
#6	\$27,467.91	#15	\$58,569.05
#7	\$54,421.38	#16	
#8	\$17,581.78	#17	
#9	\$45,973.99	#18	

Total Payments: \$698,163.27
 Previously Authorized:

Item No.	Description	Unit of Measure	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
Base Bid								
Bid Schedule No. 1.00								
1.01	Mobilization, Insurance, and Bonds	LS	1.00	1.00		1.00	\$46,000.00	46,000.00
1.02*	Furnish & Install 6" AWWA C900 DR 18 PVC Pipe with Tracer Wire as shown and specified	LF	2,340.00	2,340.00		2,340.00	\$43.00	100,820.00
1.03	Furnish & Install 8" AWWA C900/RJ DR 18 PVC Pipe with Tracer Wire as shown and specified	LF	250.00	250.00		250.00	\$50.00	12,500.00
1.04	Furnish & Install 6" AWWA C900 DR 18 PVC Pipe with Tracer Wire as shown and specified	LF	6,348.00	6,348.00		6,348.00	\$35.00	222,110.00
1.05	Furnish & Install 6" AWWA C800/RJ DR 18 PVC Pipe with Tracer Wire as shown and specified	LF	25.00	25.00		25.00	\$47.00	1,175.00
1.06	Furnish & Install 6" Gate Valve Assembly with 2" Operating Nut and Valve Box as shown and specified	EA	8.00	8.00		8.00	\$1,825.00	14,600.00
1.07*	Furnish & Install 6" Gate Valve Assembly with 2" Operating Nut and Valve Box as shown and specified	EA	21.00	21.00		21.00	\$1,325.00	27,825.00
1.08	Furnish & Install 2" Gate Valve Assembly with 2" Operating Nut and Valve Box as shown and specified	EA	8.00	8.00		8.00	\$875.00	7,000.00
1.09	Furnish & Install 8" PVC Pipe by Bore as shown and specified	LF	270.00	270.00		270.00	\$80.00	21,600.00
1.10	Furnish & Install 6" PVC Pipe by Bore as shown and specified	LF	25.00	25.00		25.00	\$75.00	1,875.00
1.11	Furnish & Install 12" Steel Encasement by Bore for 6" AWWA C900 DR 18 PVC Pipe as shown and specified	LF	335.00	335.00		335.00	\$225.00	75,375.00
1.12	Reconnect Existing Water Meter to proposed line (Short Side), as shown and specified	EA	17.00	17.00		17.00	\$880.00	10,200.00
1.13	Reconnect Existing Water Meter to proposed line (Long Side), as shown and specified	EA	15.00	15.00		15.00	\$880.00	12,000.00
1.14	Connect Proposed Line to Existing 8" Line as shown and specified	EA	1.00	1.00		1.00	\$2,000.00	2,000.00
1.15	Connect Proposed Line to Existing 6" Line as shown and specified	EA	11.00	11.00		11.00	\$1,700.00	18,700.00
1.16*	Connect Proposed Line to Existing 6" Line with Tapping Sleeve & Valve as shown and specified	EA	4.00	4.00		4.00	\$3,400.00	13,600.00
1.17	Connect Proposed Line to Existing 1.5, 2" or 2.5" Line as shown and specified	EA	10.00	10.00		10.00	\$1,500.00	15,000.00
1.18	Connect Proposed Line to Existing 3/4" or 1" Line as shown and specified	EA	1.00	1.00		1.00	\$1,000.00	1,000.00
1.19	Cut, Plug and Block Waterline as shown and specified	EA	20.00	20.00		20.00	\$950.00	19,000.00
1.20	Open Cut & Repair Existing Asphalt Pavement (Drive) as shown and specified	LF	67.00	67.00		67.00	\$20.00	1,340.00
1.21	Open Cut & Repair Existing Gravel Drive as shown and specified	LF	439.00	439.00		439.00	\$13.00	5,707.00
1.22	Open Cut and Repair Asphalt Roadway as shown and specified	SY	124.00	124.00		124.00	\$31.00	3,844.00
1.23	Reconnect to Existing Fire Hydrant as shown and specified	EA	3.00	3.00		3.00	\$1,600.00	4,800.00
1.24	Furnish and Install - New Fire Hydrant Assembly as shown and specified	EA	17.00	17.00		17.00	\$4,000.00	68,000.00
1.25	Furnish & Install Gravel Foundation Material for Unstable Trench Bottom as shown and	CY	200.00	200.00		200.00	\$30.00	6,000.00
1.26	Right of Way Clearing and Restoration as shown and specified	LF	9,185.00	9,185.00		9,185.00	\$2.50	22,962.50
1.27	Barricades, Signs, and Traffic Handling as shown and specified	LS	1.00	1.00		1.00	\$1,500.00	1,500.00
1.28	Comply with TPOES Construction General Permit TXR 160000 for Storm Water Pollution	LS	1.00	1.00		1.00	\$1,500.00	1,500.00
1.29	Trench Safety as shown and specified	LF	9,185.00	9,185.00		9,185.00	\$0.50	4,592.50
1.30	Waterline Sterilization and Pressure Testing as shown and specified	LF	9,185.00	9,185.00		9,185.00	\$0.75	6,888.75
1.31*	Change order 1: addition of 326 LF extension on Line 1	LS	1.00	1.00		1.00	\$10,500.00	10,500.00
1.32*	Change Order 5: 6" Insertion Valves	EA	2.00	2.00		2.00	\$7,000.00	14,000.00
Subtotal:								773,514.75

*Items with Change orders associated

In accordance with the Contract Documents, based upon on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.

KSA ENGINEERS, INC.

By

Total Amount to Date

\$773,514.75

By _____
 Date _____
 Submitted: _____
 By _____
 Date _____
 Approved: _____
 By _____
 Date _____

Material on Hand	\$0.00
	<u>\$773,514.75</u>
Less 0% Retainage	<u>\$0.00</u>
Net Total	<u>\$773,514.75</u>
Less Previous Payments	<u>\$696,163.27</u>
Amount Payable to Contractor This Estimate	<u>\$77,351.48</u>

PERIODIC ESTIMATE

Estimate No: 16 Sheet 1 of 1 Sheet(s)

Project Discription: City of Whitewright
Owner: GTUA
Address: P O Box 966, Whitewright Tx
Contractor: Underwood Inc
Address: 1899 Recreation Rd 3, Bonham, Tx
Telephone: _____

Original Contract Amount	752,421.75
Total Additions	27,525.00
Total Deductions	6,432.00
Contract as Revised to Date	\$ 773,514.75
Total Amount of Work Done to Date	773,514.75 763,107.75
Materials on Hand	0.00
Total Work and Materials	\$ 773,514.75
Amount Retained (10) Percent	-
Balance	\$ 773,514.75
Less Previous Payments	696,163.27
Amount Due This Application	\$ 77,351.48

Date of Contract Commencement	Time 1/19/2022
Days allowed in Contract	300
Date of Substantial completion	10/16/2022
Date of Final Completion	11/15/2022

Contractor's Certification:

I, Julie Underwood, 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: Julie Underwood

By: Julie Underwood

Subscribed and sworn to before me July 22nd 2024

My commission Expires: Feb. 29th 2028

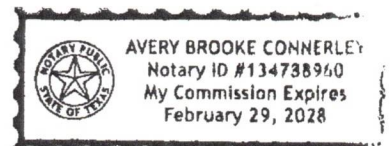
Notary Public: Avery Brooke Connerley

ENGINEER's Recommendation:

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

Date _____ By: _____
8/23/2024 _____
Date _____
Date _____
Date _____

_____ ENGINEER
_____ GTUA
_____ Lonnie Smith
_____ INSPECTOR



AGENDA ITEM XIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. XII

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON CHANGE ORDER NO. 5 AND A RESOLUTION BY THE BOARD OF
DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT
WITH LANDMARK STRUCTURES FOR THE CITY OF PRINCETON WATER SYSTEM
IMPROVEMENTS ELEVATED STORAGE TANK PROJECT AS COMPLETE.**

ISSUE

Consider and act upon Change Order No. 5 and closeout of the contract with Landmark Structures for the City of Princeton Water System Improvements Elevated Storage Tank Project.

BACKGROUND

The City of Princeton requested assistance in obtaining funding for improvements to the City's water system. These improvements include a new elevated storage tank ("EST"), appurtenances, water line to connect the EST to their system, and other water system projects as funds allowed. Open Market funds were used for this project.

The first of the two projects include the construction of a 2-million-gallon Elevated Storage Tank. In addition to standard Elevated Storage Tank appurtenances, this project also included disinfection equipment, and tank mixer and an exterior bowl lighting system.

CONSIDERATIONS

Landmark Structures has completed the City of Princeton Water System Improvements Elevated Storage Tank Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Landmark Structures.

STAFF RECOMMENDATIONS

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

ATTACHED

Final Change Order No. 5

Resolution

Closeout Documents

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LANDMARK STRUCTURES AS COMPLETE FOR THE GTUA ON BELHALF OF THE CITY OF PRINCETON WATER SYSTEM IMPROVEMENTS ELEVATED STORAGE TANK PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Landmark Structures the City of Princeton Water System Improvements Elevated Storage Tank Project and

WHEREAS representatives of the City of Princeton and the project engineer have inspected the City of Princeton 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 Landmark Structures as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2024 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

**PCCO #005**

Landmark Structures
1665 Harmon Rd
Fort Worth, Texas 76177
Phone: 817 439 8888

Project: 1746 - 1746 Princeton TX - 2.0 MG CET
1110 Myrick Ln.
Princeton, Texas 75407

Prime Contract Change Order #005: Contract Closeout Change Order

TO:	Greater Texoma Utility Authority (GTUA) 5100 Airport Dr. Denison, Texas 75020	FROM:	Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177
DATE CREATED:	4/22/2024	CREATED BY:	Misa Banderas (Landmark Structures)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Force Majeure
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:			
FIELD CHANGE:	No	CONTRACT FOR:	1:1746 Princeton TX - 2.0 MG CET Prime Contract
		TOTAL AMOUNT:	(\$1,000.00)

DESCRIPTION:CE #022 - Contract Closeout Change Order

1. Associated credit to remove installation of two masonry columns on south fence for installation of new road.
2. Associated time extension to address winter freeze chemical pipes repairs.

1. Current Contract Dates

1. Substantial Completion date: 11/6/2023
2. Final Completion date: 1/31/2024

2. Revised Contract Dates

1. Substantial Completion date: 7/5/24
2. Final Completion date: 8/26/2024

ATTACHMENTS:**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	160-76-926.SB Fence.Subcontract	Masonry Column Deletion Credit	1.0	LS	\$(1,000.00)	\$(1,000.00)
Grand Total:						\$(1,000.00)



PCCO #005

The original (Contract Sum)	\$7,959,000.00
Net change by previously authorized Change Orders	\$4,754.00
The contract sum prior to this Change Order was	\$7,963,754.00
The contract sum would be changed by this Change Order in the amount of	(\$1,000.00)
The new contract sum including this Change Order will be	\$7,962,754.00
The contract time will not be changed by this Change Order.	

Brittany Rouse (Kimley-Horn and Associates)

Greater Texoma Utility Authority (GTUA)

5100 Airport Dr.
Denison, Texas 75020

Chris Lamon

Landmark Structures

1665 Harmon Rd
Fort Worth, Texas 76177

Brittany Rouse 8/15/24
SIGNATURE DATE

SIGNATURE DATE

DocuSigned by:
Chris Lamon 8/15/2024
DF46007C8BF0E468...
SIGNATURE DATE

AGENDA ITEM XIV



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. XIV

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH BELT
CONSTRUCTION OF TEXAS, LLC FOR THE CITY OF PRINCETON WATER MAIN CIP
PROJECTS 6,8, AND 17 AS COMPLETE.**

ISSUE

Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Belt Construction of Texas, LLC for the City of Princeton Water Main CIP Projects 6,8, and 17 as complete.

BACKGROUND

The City of Princeton requested assistance in obtaining funding for improvements to the City's water system. These improvements include construction of approximately two thousand seven hundred thirty-four (2,734) linear feet of 24-inch water line, four thousand four hundred nine (4,409) linear feet of 20-inch water line, two thousand one hundred sixty six (2,166) linear feet of 16-inch water line, and one hundred six (106) linear feet of 12-inch water line. Open Market funds were used for this project.

CONSIDERATIONS

Belt Construction of Texas, LLC has completed the City of Princeton Main CIP Projects 6,8, and 17. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Landmark Structures.

STAFF RECOMMENDATIONS

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

ATTACHED

Final Pay application
Resolution
Closeout Documents

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH BELT CONSTRUCTION OF TEXAS, LLC, AS COMPLETE FOR THE GTUA ON BELHALF OF THE CITY OF PRINCETON WATER MAIN CIP PROJECTS 6,8, AND 17.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Belt Construction of Texas, LLC for the City of Princeton Water Main CIP Projects 6,8, and 17 and

WHEREAS representatives of the City of Princeton and the project engineer have inspected the City of Princeton Water Main CIP Projects 6,8, and 17 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 Landmark Structures as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2024 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

Contractor's Application and Certificate for Payment No.

7 - RETAINAGE

Application Period:		Application Date: 1/23/2024	
To (Owner): Greater Texoma Utility for City of Princeton, TX	From (Contractor): Belt Construction of Texas, LLC	Via (Engineer): Kimley-Horn 260 East Davis Street, Ste 100 McKinney, TX 75069	
Project: Water Main CIP Projects 6,8 and 17	Contract:		
Owner's Contract No.:	Contractor's Project No.: 2208	Engineer's Project No.:	

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
1	\$54,156.44		
2	\$76,978.25		
TOTALS	\$131,134.69		
NET CHANGE BY CHANGE ORDERS	\$131,134.69		

1. ORIGINAL CONTRACT PRICE.....	\$	\$3,479,693.00
2. Net change by Change Orders.....	\$	\$131,134.69
3. Current Contract Price (Line 1 ± 2).....	\$	\$3,610,827.69
4. TOTAL COMPLETED AND STORED TO DATE (Column K total on Progress Estimates).....	\$	\$3,610,827.69
5. RETAINAGE:		
a. 0% X \$3,610,827.69 Work Completed.....	\$	
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$3,610,827.69
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$3,430,286.31
8. AMOUNT DUE THIS APPLICATION.....	\$	\$180,541.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents

Construction Observer (Engineers) Certification

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineers knowledge information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount indicated herein.

Contractor By:  Date: **4-12-24**

Current Payment Due: \$ **\$180,541.38**

is recommended by: _____
(Construction Observer) (Date)

is recommended by: _____
(Project Manager) (Date)

is approved and certified by: _____
(Owner) (Date)

PROJECT: Water Main CIP Project 6.8 and 17
Period Ending: 9/15/23
300 Days to complete
City of Princeton Texas

Contractor: BELT Construction of Texas, LLC

Application Date: 1/22/2024 **Application No. 7**

Application Period: From: RETAINAGE

Detailed Line Items							Work Completed						
Item No.	Description	Scheduled Quantities	Changes Per CO's	Revised Quantities		Unit Price	Scheduled Value	Previous Applications		This Application		Amount Completed to Date	Balance Remaining
								Quantities	Amount	Quantities	Amount		
	BASE BID ITEMS												
1	Mobilization, Insurance and Bonds	1		1	LS	\$169,000.00	\$169,000.00	1	\$169,000.00	0.00	\$0.00	\$169,000.00	\$0.00
2	12" AWWA C900 DR 18 PVC Water Line By Open Cut	106		106	LF	\$175.00	\$18,550.00	106	\$18,550.00	0.00	\$0.00	\$18,550.00	\$0.00
3	16" AWWA C900 DR 18 PVC Water Line By Open Cut	2166		2166	LF	\$220.00	\$476,520.00	2166	\$476,520.00	0.00	\$0.00	\$476,520.00	\$0.00
4	20" AWWA C900 DR 18 PVC Water Line By Open Cut	4276		4276	LF	\$235.00	\$1,004,860.00	4276	\$1,004,860.00	0.00	\$0.00	\$1,004,860.00	\$0.00
5	20" AWWA C900 DR18 Restrained Joint Water Water Line With Casing Spacers	133		133	LF	\$300.00	\$39,900.00	133	\$39,900.00	0.00	\$0.00	\$39,900.00	\$0.00
6	24" AWWA C900 DR 18 PVC Water Line By Open Cut	2605	-20	2585	LF	\$315.00	\$814,275.00	2585	\$814,275.00	0.00	\$0.00	\$814,275.00	\$0.00
7	24" AWWA C900 DR 18 Restrained Joint Water Water Line With Casing Spacers	129	20	149	LF	\$400.00	\$59,600.00	149	\$59,600.00	0.00	\$0.00	\$59,600.00	\$0.00
8	Bore with 36" Steel Casing	211	20	231	LF	\$1,200.00	\$277,200.00	231	\$277,200.00	0.00	\$0.00	\$277,200.00	\$0.00
9	36" Steel Casing by Open Cut	51		51	LF	\$450.00	\$22,950.00	51	\$22,950.00	0.00	\$0.00	\$22,950.00	\$0.00
10	24" Butterfly Valve	3		3	EA	\$13,000.00	\$39,000.00	3	\$39,000.00	0.00	\$0.00	\$39,000.00	\$0.00
11	20" Butterfly Valve	7		7	EA	\$11,000.00	\$77,000.00	7	\$77,000.00	0.00	\$0.00	\$77,000.00	\$0.00
12	16" Butterfly Valve	3		3	EA	\$8,000.00	\$24,000.00	3	\$24,000.00	0.00	\$0.00	\$24,000.00	\$0.00
13	12" Gate Valve	1		1	EA	\$5,000.00	\$5,000.00	1	\$5,000.00	0.00	\$0.00	\$5,000.00	\$0.00
14	8" Gate Valve	1		1	EA	\$3,500.00	\$3,500.00	1	\$3,500.00	0.00	\$0.00	\$3,500.00	\$0.00
15	Fire Hydrant Assembly	3		3	EA	\$12,000.00	\$36,000.00	3	\$36,000.00	0.00	\$0.00	\$36,000.00	\$0.00
16	12" Ring Connection and Valve	1		1	EA	\$8,000.00	\$8,000.00	1	\$8,000.00	0.00	\$0.00	\$8,000.00	\$0.00
17	Trench Safety	8828		8828	LF	\$1.00	\$8,828.00	8828	\$8,828.00	0.00	\$0.00	\$8,828.00	\$0.00
18	Seed, Fertilizer and Erosion Control	8778		8778	LF	\$10.00	\$87,780.00	8778	\$87,780.00	0.00	\$0.00	\$87,780.00	\$0.00
19	Project Sign	3		3	EA	\$1,000.00	\$3,000.00	3	\$3,000.00	0.00	\$0.00	\$3,000.00	\$0.00
20	Connect to Existing Water Line	9		9	EA	\$9,000.00	\$81,000.00	9	\$81,000.00	0.00	\$0.00	\$81,000.00	\$0.00
21	Concrete Pavement Repair	183	372.19	555.19	SY	\$175.00	\$97,158.25	555.19	\$97,158.25	0.00	\$0.00	\$97,158.25	\$0.00
22	Remove and Replace Barrier Free Ramp	8		8	EA	\$2,000.00	\$16,000.00	8	\$16,000.00	0.00	\$0.00	\$16,000.00	\$0.00
23	Remove and Replace 4' Concrete Sidewalk	747	103	850	SY	\$115.00	\$97,750.00	850	\$97,750.00	0.00	\$0.00	\$97,750.00	\$0.00
24	2" Air Release and Vacuum Valve and Vault	3		3	EA	\$24,000.00	\$72,000.00	3	\$72,000.00	0.00	\$0.00	\$72,000.00	\$0.00
25	24" X 16" Tapping Sleeve and Valve	1		1	EA	\$26,000.00	\$26,000.00	1	\$26,000.00	0.00	\$0.00	\$26,000.00	\$0.00
26	Remove and Dispose of Existing Trees	1		1	LS	\$17,500.00	\$17,500.00	1	\$17,500.00	0.00	\$0.00	\$17,500.00	\$0.00
							\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
							\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	CHANGE ORDERS												
CO-1	Bore Extensions Items 6,7,8 (changes above)						\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
CO-1	11-CO 2ea addl 20" BFValves w/Material Cost Increase	0	2	2	EA	\$14,228.22	\$28,456.44	2	\$28,456.44	0.00	\$0.00	\$28,456.44	\$0.00
CO-2	Additional Concrete Pavement Repair & 4" Sidewalk (Changes Above)						\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
							\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
							\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
							\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Stored	\$0.00
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Compl to date	\$3,610,827.69
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Compl to date + Stored	\$3,610,827.69
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Complete to date / Stored	\$3,610,527.03
Less 5% Retainage	<u>\$180,541.38</u>
Earned to Date	\$3,430,286.31

Less Prev Paid	\$3,430,286.31
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PERIODIC ESTIMATE

Estimate No: 7 Sheet 1 of 3 Sheet(s)

Project Discription: Water Main CIP Projects 6,8 and 17
 Owner: Greater Texoma Utility Authority for City of Princeton, TX
 Address: 5100 Airport Drive Denison, TX 75020
 Contractor: Belt Construction of Texas, LLC
 Address: PO Box 867 Texarkana, TX 75504
 Telephone: 870 772-7216

Original Contract Amount	3,479,693.00
Total Additions	131,134.69
Total Deductions	
Contract as Revised to Date	\$ 3,610,827.69
Total Amount of Work Done to Date	\$3,610,827.69
Materials on Hand	\$0.00
Total Work and Materials	\$ 3,610,827.69
Amount Retained (5) Percent	-
Balance	\$ 3,610,827.69
Less Previous Payments	3,430,286.31
Amount Due This Application	\$ 180,541.38

Date of Contract Time	10/3/2022
Days allowed in Contract	300
Date of Substantial completion	6/30/2023
Date of Final Completion	7/30/2023

Contractor's Certificaton:

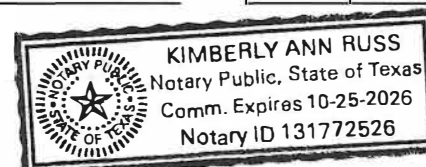
I, Kyle Bass, the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due, and according to law and that the amount claimed aftr allowing all just credits, is now due and wholley unpaid, and that I am authorized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

CLAIMANT: [Signature]

Subscribed and sworn to before me 4-12 2024

My commission Expires: 10-25-26

Notary Public: [Signature]



PE#1	\$472,662.26
PE#2	\$1,438,949.19
PE#3	\$689,249.45
PE#4	\$710,760.40
PE#5	\$104,301.01
PE#6	\$14,364.00
PE#7	
PE#8	
PE#9	
PE#10	
PE#11	
PE#12	
PE#13	
PE#14	
PE#15	
PE#16	
PE#17	
PE#18	

ENGINEER's Recommendation:

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

Date _____ ENGINEER

By: _____

Date _____ GTUA

Date _____ INSPECTOR

AGENDA ITEM XV



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: September 11, 2024

SUBJECT: AGENDA ITEM NO. XV

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON A BUILDING LEASE AGREEMENT BETWEEN NORTH TEXAS REGIONAL AIRPORT AND GREATER TEXOMA UTILITY AUTHORITY.

ISSUE

Consider and act upon a building lease agreement between North Texas Regional Airport and Greater Texoma Utility Authority.

BACKGROUND

The Authority has used Building 703 of the North Texas Regional Airport as the administrative office since the early days of the Authority. The last agreement was entered into in 1995.

CONSIDERATIONS

Per the terms of the lease, the Authority's monthly payment would be \$2,630.46 that includes \$376.83 for Property Casualty Insurance provided by Grayson County. Annual adjustment to the lease payment would be based on the Consumer Price Index – All Items for the Dallas, Texas Metropolitan Area.

STAFF RECOMMENDATIONS

The Authority Staff recommends approving the Building Lease Agreement with North Texas Regional Airport.

ATTACHMENTS

Building Lease Agreement

THE STATE OF TEXAS
COUNTY OF GRAYSON

KNOW ALL PERSONS BY THESE PRESENTS:

**BUILDING LEASE AGREEMENT - NON-AVIATION
BY AND BETWEEN
NORTH TEXAS REGIONAL AIRPORT
AND
GREATER TEXOMA UTILITY AUTHORITY**

This Lease is entered into and effective the 1st day of October 2024, (the "Effective Date") between GRAYSON COUNTY (the "Lessor"), a body politic existing under the Constitution and laws of the STATE OF TEXAS, acting by and through GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY, (the "Board") pursuant to a Resolution dated October 20, 2008, of the Commissioners Court of Grayson County, the governing body of said County and the true and lawful owner of THE NORTH TEXAS REGIONAL AIRPORT, (the "Airport"), acting by and through its Executive Director, and Greater Texoma Utility Authority (the "Lessee"), who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee that certain land and building as stated herein.

NOW THEREFORE, in accordance with the terms, considerations and privileges listed herein, Lessor and Lessee covenant and agree as follows:

SECTION 1. LEASED BUILDING:

1. Lessor does hereby lease to Lessee Building No. 703 containing approximately 6,579 square feet of space located at 5100 Airport Drive, Denison, Texas 75020, located on the Airport, more particularly described on Exhibit "A" together with all improvements located thereon, and as shown on the "Airport Layout Plan" which is attached hereto as Exhibit B and incorporated herein, all hereinafter referred to as the "Leased Premises". Lessee hereby leases the Leased Premises from Lessor subject to the terms, covenants and conditions stated below.
2. Lessee has inspected the Leased Premises and accepts it in its present "as-is" condition unless expressly noted otherwise in this Lease. Neither Lessor nor any agent has made any express or implied warranties as to the condition or permitted use of the Leased Premises. Lessee must satisfy itself that the Leased Premises may be used as Lessee intends by independently investigating all matters related to the use of the Leased Premises. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor's agent or any broker concerning the use of the Leased Premises.
3. Lessor shall deliver possession of the Leased Premises to Lessee as of October 1, 2024 (the "Commencement Date").

5. Delay of Occupancy - If Lessee is unable to occupy the Leased Premises on the Commencement Date because of construction on the Leased Premises to be completed by Lessor that is not substantially complete, Lessor will not be liable to Lessee for such delay and this Lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Lessee is able to occupy the Leased Premises. If Lessee is unable to occupy the Leased Premises after the ninetieth (90th) day after the Commencement Date because of construction on the Leased Premises to be completed by Lessor that is not substantially complete, Lessee may terminate this Lease by giving written notice to Lessor before the Leased Premises become available to be occupied by Lessee and Lessor will refund Lessee any amounts paid to Lessor by Lessee. This Paragraph does not apply to any delay in occupancy caused by cleaning or repairs.
6. Certificate of Occupancy - Lessee is responsible for obtaining a certificate of occupancy for the Leased Premises if required by a governmental body.

SECTION 2. TERM:

1. This Lease shall be from the Commencement Date through September 30, 2029 (the "Term").
2. Any holding over after the expiration of the Term of this Lease or any written extension thereof shall be construed to be a tenancy from month to month, at a Lease Payment equal to one and one-half times the Lease Payment then currently in effect and shall otherwise be on the terms and conditions herein provided, as far as applicable.

SECTION 3. CONSIDERATION:

1. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Leased Premises at the initial rate of \$2,253.63 per month, in advance, (the "Lease Payment"). The first such Lease Payment shall be due and payable on or before the first day of October 2024, with successive Lease Payments being due and payable on the first day of each month thereafter during the Term hereof.
 - A. Lessee has agreed to reimburse Lessor the cost of Lessor's Property Casualty Insurance as adjusted from time to time. The initial monthly insurance payment is \$376.83.
2. Adjustment of Lease Payment - Commencing on the Lease Commencement Date and every year thereafter (the "Adjustment Date") the Lease Payment shall be adjusted as follows:
 - A. A comparison shall be made based on the Consumer Price Index - All Items for the Dallas, Texas Metropolitan Area (the "Price Index") as it existed on the previous Adjustment Date and the applicable Adjustment Date of the current year.
 - B. The Lease Payment for each year period beginning with and following each Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index, but in no event shall such Lease Payment ever be decreased below the initial Lease Payment.
 - C. In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible

Non-Aviation Building Lease

Building # 703

October 1, 2024

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shall be substituted, therefore.

3. Payment Method - All Lease Payments shall be paid as the same become due, without demand, in lawful currency of the United States made payable to the North Texas Regional Airport, by mail to:

NTRA C/O GRAYSON COUNTY TREASURER
100 W. HOUSTON ST., STE. A-2-2
SHERMAN, TX 75090

Payment may also be by credit card or e-check, on-line at www.northtexasregionalairport.com under TENANT INFORMATION + PAY ONLINE. Include invoice number on payment.

4. Late Payments - In the event Lessor fails to receive any Lease Payment within 10 days after the same is due, a Late Payment penalty equal to 10% of such payment shall be charged to Lessee. In the event Lessee shall remain delinquent for more than 10 days, Lessee shall be in default as described in Section 17 - Events of Default and Lessee's right of occupancy and/or this Lease may be terminated by Lessor as further described in Section 18 - Remedies.

SECTION 4. MAINTENANCE AND REPAIRS:

1. Cleaning - Lessee must keep the Leased Premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Lessee will provide, at its expense, janitorial services to the Leased Premises that are customary and ordinary for the property type. Lessee will maintain any grease trap on the Leased Premises which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
2. Repair of Conditions Caused by a Party - Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
3. HVAC Services - Tenant will provide heating, ventilation, and air conditioning ("HVAC") services for the Leased Premises.
4. Repair and Maintenance Responsibility - Except as otherwise provided by Paragraph 4 of this Section, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the Leased Premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the Leased Premises. Lessee is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	<u>Lessor</u>	<u>Lessee</u>
Foundation, exterior walls, and other structural components	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roof replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roof repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Glass and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire protection equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior and overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parking areas and walks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plumbing systems, drainage systems, and sump pumps.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ballast and lamp replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HVAC system replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signs and lighting:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extermination and pest control, excluding wood-destroying insects.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Repair Persons - Repairs must be completed by trained, qualified, and insured repair persons.
6. HVAC Service and Pest Control Contracts - Lessee is required to maintain, at its expense, regularly scheduled maintenance and service contracts for the HVAC Systems and Pest Control. These maintenance and service contracts must be purchased from companies that regularly provides such contracts to similar properties. If Lessee fails to maintain a required maintenance and service contracts in effect at all times during this Lease, Lessor may do so and Lessee will reimburse Lessor for the expense of such maintenance and service contracts.

SECTION 5. TAXES AND FEES:

Lessee shall be liable for all taxes and fees owed on or by its personal business or itself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee.

SECTION 6. INSURANCE:

Lessee shall during the Term hereof maintain at Lessee's sole cost and expense insurance relating to the Leased Premises as follows:

1. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to Lessor as set forth in the North Texas Regional Airport Minimum Standards and Rules and Regulations as

amended by the Board from time to time.

2. Worker's compensation insurance covering all persons employed by Lessee in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Lessor or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.
3. If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.
4. Such other insurance in improvements in such amounts and against such other insurable hazards, which at the time are commonly obtained in the case of property similar to such improvements.
5. All such policies of insurance shall: (A) be issued by insurance companies acceptable to Lessor; (B) name Lessor as an additional insured or loss payee, as the case may be; and (C) provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this Section. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes to those certificates must have prior written approval of Lessor.

SECTION 7. CASUALTY DAMAGE OR DESTRUCTION:

1. Lessee must immediately notify Lessor of any casualty loss in the Leased Premises. Within 20 days after receipt of Lessee's notice of a casualty loss, Lessor will notify Lessee if the Leased Premises are less than or more than 50% unusable, on a per square foot basis, and if Lessor can substantially restore the Leased Premises within 120 days after Lessee notifies Lessor of the casualty loss.
2. If the Leased Premises are less than 50% unusable and Lessor can substantially restore the Leased Premises within 120 days after Lessee notifies Lessor of the casualty, Lessor will restore the Leased Premises to substantially the same condition as before the casualty. If Lessor fails to substantially restore within the time required, Lessee may terminate this lease.
3. If the Leased Premises are more than 50% unusable and Lessor can substantially restore the Leased Premises within 120 days after Lessee notifies Lessor of the casualty, Lessor may: (A) terminate this lease; or (B) restore the Leased Premises to substantially the same condition as before the casualty. If Lessor chooses to restore and does not substantially restore the Leased Premises within the time required, Lessee may terminate this lease.
4. If Lessor notifies Lessee that Lessor cannot substantially restore the Leased Premises within 120 days after Lessee notifies Lessor of the casualty loss, Lessor may: (A) choose not to restore and terminate this lease; or (B) choose to restore, notify Lessee of the estimated time to restore, and give Lessee the option to terminate this lease by notifying Lessor within 10 days.
5. If this Lease does not terminate because of a casualty loss, Lease Payment will be reduced from the date Lessee notifies Lessor of the casualty loss to the date the Leased Premises are substantially restored by an amount proportionate to the extent the Leased Premises are unusable.

SECTION 8. HOLD HARMLESS:

1. Lessor shall not be liable to Lessee or Lessee's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or any adjacent area owned by Lessor caused by Lessee, Lessee's employees, servants, customers, invitees, licensees or any other person entering the Leased Premises and the conduct Lessee's business thereon, or arising out of any breach or default by Lessee in the performance of Lessee's obligations hereunder; and Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense or claim arising out of such damage or injury.
2. Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or Attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

SECTION 9. CONDITIONS OF USE:

1. Lessee may not use or permit any part of the Leased Premises to be used for:
 - (A) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (B) any activity that interferes with any other Lessee's normal business operations or Lessor's management of the Leased Premises;
 - (C) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, Lessor's rules or regulations, or this Lease;
 - (D) any hazardous activity that would require any insurance premium on the Leased Premises to increase or that would void any such insurance;
 - (E) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters; or
 - (F) the permanent or temporary storage of any hazardous material.
2. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this Lease or later enacted.
3. Lessor does not represent or warrant that the Leased Premises conform to applicable restrictions, zoning ordinances, and other matters that may relate to Lessee's intended use. Lessee must satisfy itself that the Leased Premises may be used as Lessee intends by independently investigating all matters related to the use of the Leased Premises. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor's agent, or any broker concerning the use of the Leased Premises.
4. Requirements of U.S.A. - It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants, and agreements contained in those. certain contracts, agreements, resolutions and actions of Lessor constituting agreements

Non-Aviation Building Lease

Building # 703

October 1, 2024

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between Lessor and the United States of America and its agents, including, but not limited to, the Federal Aviation Administration (FAA), and the Texas Department of Transportation Aviation Division (TxDOT Aviation) and all regulations now and hereafter imposed upon Lessor and that Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, such provision is unilaterally reformable at Lessor's option.

5. FAA Requirements - Lessor and Lessee recognize and agree this Lease shall be subject to: such regulations and approvals as required by the FAA and TxDOT Aviation and in particular those FAA regulations which provide that the property subject to this Lease will be used in such a manner so not to materially and adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency. Lessee agrees to cooperate and assist Lessor in complying with such regulations and conditions of approval.
6. National Emergencies - This Lease is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies. In the event of any such re-entry, Lessee shall be entitled to receive the entire amount of any award made for such re-entry whether such award is paid by way of damages, Lease Payment or otherwise, unless such period of re-entry shall extend beyond the expiration date of the Term of this Lease, in which case such award, after payment to Lessor therefrom of the estimated cost of restoration of the Leased Premises to the extent that any such award is intended to compensate for damage to the Leased Premises shall be apportioned by Lessor and Lessee as of such date of expiration in the same ratio that the part of the entire period for which such compensation is made falling before the date of expiration and that part falling after, bear to such entire period.

SECTION 10. PERMITTED USE:

1. Except as otherwise provided herein, Lessee will use the Leased Premises for Commercial office and warehouse purposes as defined in the North Texas Regional Airport Minimum Standards and in any lawful manner necessary or incidental to the conduct thereof. Any activity Lessee wishes to perform that is not authorized herein may be approved by Lessor upon written request by Lessee.
2. Lessee will not make or permit any use of the Leased Premises, which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an Airport hazard or impair the future development of the Airport. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.
3. Lessor hereby grants, assigns and conveys to Lessee reasonable non-exclusive, non-discriminatory use, as defined by the FAA, of the common use portions of the Airport and related facilities (collectively referred to as "Common Areas") at all times, subject, however, to the right of others entitled to use thereof. Lessee shall pay reasonable and customary fees for the use of such portions of the Airport. In the event that reasonable availability of the Airport for use by Lessee is discontinued for any cause or reason, Lessor shall use its best efforts to restore such availability at the earliest possible date.
4. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace over the Leased Premises and for such noise as may be inherent in the operation of aircraft in said airspace, and for landing on, taking off from or operating on the Airport.

SECTION 11. RESTRICTED USE:

1. Lessee agrees not to make any additions or modifications to the Leased Premises unless agreed upon by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee, and at the expiration of this Lease and any extensions to this Lease, shall become the property of Lessor and Lessee shall have no further rights therein and may not remove any part thereof.
2. All automobiles, buses, trucks or other transportation modes must be parked or stored in approved automobile parking areas unless Lessor agrees in writing to allow parking or storage in another area.
3. Lessee agrees that it will not operate any aviation-related business or activity on the Leased Premises without the express written consent of Lessor in advance.
4. Lessee agrees Lessor and Lessor's authorized representatives shall have the right, during normal business hours, to enter the Leased Premises: (A) to inspect the general condition and state of repair thereof; (B) to make repairs permitted under this Lease; (C) to show the Leased Premises to any prospective Lessee or purchaser; or (D) for any other reasonable and lawful purpose.
5. Lessee agrees that during the final one hundred eighty (180) days of the Term hereof, Lessor and Lessor's authorized representatives shall have the right to erect and maintain on or about the Leased Premises customary signs advertising the Leased Premises for lease or for sale.

SECTION 12. SUBLEASE, ASSIGNMENT OR SALE:

Other than a transfer of ownership as a result of death, operation of law, court decree or merger or assignment to related entities, Lessee may not change more than 51% of its ownership, assign this Lease in its entirety or any rights of Lessee hereunder (except to a leasehold mortgagee as herein below provided) without the prior written consent of Lessor as provided herein, which consent may be withheld in Lessor's absolute discretion, provided however, the Lessee may sub-lease or sub-rent office, hangar, and/or tie-down spaces as part of its business. Any assignment or subletting shall be subject to all the terms and provisions of this Lease, including the provisions of Sections 6, 7 and 8 pertaining to the use of the Leased Premises. Other than as set out above in this paragraph, Lessee shall not transfer ownership, assign Lessee's rights hereunder or sublet the Leased Premises without first obtaining a written agreement from each such new owner assignee or sublessee whereby each such owner, assignee or sub-lessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an Event of Default while the Leased Premises are assigned or sublet, Lessor, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from such assignee or sub-Lessee all rents becoming due under such assignment or subletting and apply such rent against any sums due to Lessor hereunder. No direct collection by Lessor from any such assignee or sub-Lessee shall release Lessee from the payment or performance of Lessee's obligations hereunder. Lessor shall respond to Lessee's request for change of ownership, assignment, sublease, or transfer within 30 days after receipt of a written request outlining all terms and conditions of such transaction. If the Lessor does not respond to Lessee's request within such 30-day period, then Lessor's consent will be conclusively presumed to be withheld.

SECTION 13. TERMINATION:

1. Termination for Cause - Lessee's right of occupancy and/or this Lease Agreement may be terminated by Lessor upon the occurrence of an Event of Default by Lessee as set forth in Section 18 - Remedies.

2. Termination by Mutual Consent - This Lease may be terminated by mutual agreement and consent of both parties in writing.
3. Requirements at Termination - At the termination of this Lease, either by normal expiration, premature termination or mutual agreement, Lessee shall peaceably vacate the Leased Premises.
4. Move Out Conditions and Forfeiture of Lessee's Personal Property:
 - A. At the time this Lease ends, Lessee will surrender the Leased Premises in the same condition as when received, except for normal wear and tear. Lessee will leave the Leased Premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
 - B. If Lessee leaves any personal property in the Leased Premises after Lessee surrenders possession of the Leased Premises, Lessor may: (1) require Lessee, at Lessee's expense, to remove the personal property by providing written notice to Lessee; or (2) retain such personal property as forfeited property to Lessor.
 - C. "Surrender" means vacating the Leases Premises and returning all keys and access devices to Lessor. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

SECTION 14. CONDEMNATION:

1. If during the Term hereof, any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Leased Premises is not susceptible to efficient and economic occupation and operation by Lessee, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the Leased Premises, and Lessor shall refund to Lessee any prepaid but unaccrued Lease Payment less any sum then owing by Lessee to Lessor.
2. If after such taking by or sale to said condemning authority the remainder of the Leased Premises is susceptible to efficient and economic occupation and operation by Lessee, this Lease shall not terminate but the Lease Payment due hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the Term the sum obtained by multiplying each Lease Payment installment due hereunder, as adjusted from time to time pursuant to Section 3, (2), by a fraction, the numerator of which shall be the number of square feet remaining in the Leased Premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the Leased Premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the Leased Premises.
3. If this Lease is not terminated pursuant to Paragraph 1, Lessee shall promptly restore the improvements on the Leased Premises, and the condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the Leased Premises to a condition susceptible to efficient and economic occupation and operation by Lessee, and any remaining proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee, as their interest may appear. If this Lease is terminated pursuant to Paragraph 1, condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee as their interests may appear.

SECTION 15. MAINTENANCE OF AIRPORT:

Non-Aviation Building Lease
Building # 703
October 1, 2024
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Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or TxDOT Aviation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this Lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this Lease and no damages or monies, or other compensation will be owed to Lessee by Lessor.

SECTION 16. ENVIRONMENTAL COMPLIANCE

1. NO STORAGE OR DISPOSAL - LESSEE SHALL NOT INSTALL, STORE, USE, TREAT, TRANSPORT OR DISPOSE (OR PERMIT OR ACQUIESCE IN THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTATION, DISCHARGE OR DISPOSAL BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBLESSEES ON THE LEASED PREMISES, ANY:
 - A. ASBESTOS IN ANY FORM;
 - B. UREA FORMALDEHYDE FOAM INSULATION;
 - C. TRANSFORMERS OR OTHER EQUIPMENT WHICH CONTAIN DIELECTRIC FLUID CONTAINING LEVELS OF POLYCHLORINATED BIPHENYLS IN EXCESS OF 50 PARTS PER MILLION;
 - D. OR ANY OTHER CHEMICAL, MATERIAL, AIR POLLUTANT, TOXIC POLLUTANT WASTE OR SUBSTANCE WHICH IS REGULATED AS TOXIC OR HAZARDOUS OR EXPOSURE TO WHICH IS PROHIBITED, LIMITED OR REGULATED BY THE RESOURCE CONSERVATION RECOVERY ACT, THE COMPREHENSIVE AND ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN AIR ACT, AND/OR THE CLEAN WATER ACT OR ANY OTHER FEDERAL, STATE, COUNTY, REGIONAL, LOCAL OR OTHER GOVERNMENTAL AUTHORITY OR WHICH, EVEN IF NOT SO REGULATED, MAY OR COULD POSE A HAZARD TO THE HEALTH AND SAFETY OF THE OCCUPANTS OF THE LEASED PREMISES, AND WHICH IS EITHER:
 - I. IN AMOUNTS IN EXCESS OF THAT PERMITTED OR DEEMED SAFE UNDER APPLICABLE LAW; OR
 - II. IN ANY MANNER WHICH IS PROHIBITED OR DEEMED UNSAFE UNDER APPLICABLE LAW.

(THE SUBSTANCES REFERRED TO IN (A), (B), (C) OR (D) ARE COLLECTIVELY REFERRED TO HEREINAFTER AS ("HAZARDOUS MATERIALS")).

2. CLEANUP LAWS - LESSEE SHALL, AT LESSEE'S OWN EXPENSE, COMPLY WITH ANY PRESENTLY EXISTING OR HEREFTER ENACTED LAWS RELATING TO HAZARDOUS MATERIALS (COLLECTIVELY, "CLEANUP LAWS"); PROVIDED, HOWEVER THAT LESSEE SHALL NOT BE RESPONSIBLE FOR CORRECTING ANY VIOLATION OF THE CLEANUP LAWS UNDER THIS SECTION THAT EXISTED PRIOR TO THE

Non-Aviation Building Lease

Building # 703

October 1, 2024

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COMMENCEMENT DATE. IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, LESSEE SHALL, AT LESSEE'S OWN EXPENSE, MAKE ALL SUBMISSIONS TO, PROVIDE ALL INFORMATION TO, AND COMPLY WITH ALL REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AUTHORITY (THE "AUTHORITY") UNDER THE CLEANUP LAWS. SHOULD ANY AUTHORITY REQUIRE THAT A CLEANUP PLAN BE PREPARED AND THAT A CLEANUP BE UNDERTAKEN BECAUSE OF THE EXISTENCE OF HAZARDOUS MATERIALS WHICH WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED ON THE LEASED PREMISES, BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSEES DURING THE TERM OF THIS LEASE, LESSEE SHALL, AT LESSEE'S OWN EXPENSE, PREPARE AND SUBMIT THE REQUIRED PLANS AND FINANCIAL ASSURANCES AND CARRY OUT THE APPROVED PLANS IN ACCORDANCE WITH SUCH CLEANUP LAWS AND TO LESSOR'S SATISFACTION. AT NO EXPENSE TO LESSOR, LESSEE SHALL PROMPTLY PROVIDE ALL INFORMATION REQUESTED BY LESSOR FOR PREPARATION OF AFFIDAVITS OR OTHER DOCUMENTS REQUIRED BY LESSOR TO DETERMINE THE APPLICABILITY OF THE CLEANUP LAWS TO THE LEASED PREMISES, AS THE CASE MAY BE, AND SHALL SIGN THE AFFIDAVITS PROMPTLY WHEN REQUESTED TO DO SO BY LESSOR. LESSEE SHALL INDEMNIFY, DEFEND, SAVE AND HOLD LESSOR HARMLESS FROM AND AGAINST, AND REIMBURSE LESSOR FOR, ANY AND ALL OBLIGATIONS, DAMAGES, INJUNCTIONS, FINES, PENALTIES, DEMANDS, CLAIMS, COSTS, EXPENSES, ACTIONS, LIABILITIES, SUITS, PROCEEDINGS AND LOSSES OF WHATEVER NATURE, (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS), AND ALL CLEANUP OR REMOVAL COSTS AND ALL ACTIONS OF ANY KIND ARISING OUT OF OR ANY WAY CONNECTED WITH THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTING, DISPOSAL OR DISCHARGE OF HAZARDOUS MATERIALS IN OR ON THE LEASED PREMISES BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUB-LESSEES DURING THE LEASE TERM; AND FROM ALL FINES, SUITS, PROCEDURES, CLAIMS AND ACTIONS OF ANY KIND ARISING OUT OF LESSEE'S FAILURE TO PROVIDE ALL INFORMATION, MAKE ALL SUBMISSIONS AND TAKE ALL STEPS REQUIRED BY THE AUTHORITY UNDER THE CLEANUP LAWS OR ANY OTHER ENVIRONMENTAL LAW. LESSEE'S OBLIGATIONS AND LIABILITIES UNDER THIS SECTION SHALL CONTINUE SO LONG AS LESSOR AND ANY OF LESSOR'S AFFILIATES REMAIN RESPONSIBLE FOR HAZARDOUS MATERIALS AT THE LEASED PREMISES, THAT WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED DURING THE LEASE TERM BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUB-LESSEES. IN ADDITION TO AND NOT IN LIMITATION OF LESSOR'S OTHER RIGHTS AND REMEDIES, LESSEE'S FAILURE TO ABIDE BY THE TERMS OF THIS SECTION SHALL BE RESTRAINABLE BY INJUNCTION.

3. ENVIRONMENTAL NOTICES - LESSEE SHALL PROMPTLY SUPPLY LESSOR WITH COPIES OF ANY NOTICES, CORRESPONDENCE AND SUBMISSIONS MADE BY LESSEE TO OR RECEIVED BY LESSEE FROM ANY GOVERNMENTAL AUTHORITIES OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OR ANY OTHER LOCAL, STATE OR FEDERAL AUTHORITY THAT REQUIRES SUBMISSION OF ANY INFORMATION CONCERNING ENVIRONMENTAL MATTERS OR HAZARDOUS MATERIALS.
4. SURVIVAL - LESSEE'S LIABILITY PURSUANT TO THE TERMS OF THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

SECTION 17. EVENTS OF DEFAULT BY LESSEE:

Each of the following events shall be deemed to be an Event of Default by Lessee under this Lease:

1. Failure of Lessee to do such things as Lessee should do or discontinue doing which create a danger to or hinder aviation activities immediately upon delivery of written notice thereof to Lessee.
2. Failure of Lessee to pay any Lease Payment or any other sum payable to Lessor hereunder within 10 days of the date that same is due.
3. Failure of Lessee to comply with a term, condition or covenant of this Lease other than the Lease Payment or other sum of money within 30 days after delivery of written notice thereof to Lessee.
4. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee or any guarantor of Lessee's obligations.
5. Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended or under any similar law or statute of the United States of any State thereof by Lessee or any guarantor of Lessee's obligations, or adjudication as bankrupt or insolvent in proceedings filed against Lessee or such guarantor.
6. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations.
7. Abandonment by Lessee of any substantial portion of the Leased Premises or cessation of use of the Leased Premises for the purposes leased.

SECTION 18. REMEDIES:

Upon the occurrence of any Event of Default specified in Section 17 hereof, Lessor shall have the option to pursue any one or more of the following remedies after written notice or demand:

1. Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to so surrender the Leased Premises, Lessor may, without prejudice to any other remedy which Lessor may have for possession of the Leased Premises or arrearages in Lease Payments, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim for damages thereof; and Lessee shall pay to Lessor on demand the amount of Lease Payment due hereunder as it comes due plus attorney's fees or costs incurred in obtaining possession of the Leased Premises, less the proceeds of any reletting.
2. Enter upon and take possession of the Leased Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefore, and expel or remove Lessee and any other party who may be occupying the Leased Premises or any part thereof. Lessor may (but shall not be required to) relet the Leased Premises and receive the Lease Payment therefore. Lessee agrees to pay to Lessor monthly or on demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, remodeling expenses and other costs of reletting shall be subtracted from the amount of the Lease Payment received under such reletting.
3. Enter upon the Leased Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to pay Lessor on demand for expenses, which Lessor may

Non-Aviation Building Lease

Building # 703

October 1, 2024

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incur in thus effecting compliance with Lessee's obligations under this Lease, together with interest thereon at the rate of the lesser of the maximum lawful contractual rate of interest or eighteen percent (18%) per annum from the date expended until paid. Lessor shall not be liable for any damages resulting to Lessee from such action, whether caused by negligence of Lessor or otherwise.

4. No re-entry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such reletting or re-entry or taking possession, Lessor may at any time thereafter elect to terminate this Lease for a previous uncured Event of Default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Lease Payment due to Lessor hereunder of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. Lessor's acceptance of a Lease Payment following an Event of Default hereunder shall not be construed as Lessor's waiver of such Event of Default. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. The loss or damage that Lessor may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs undertaken by the Lessor following repossession. If any of Lessee's property ("Lessee Property") remains upon the Leased Premises upon the expiration of the Term of this Lease or any earlier termination of this Lease or any repossession of the Leased Premises by Lessor because of Lessee's default under this Lease, Lessor shall have the right to remove such Lessee Property from the Leased Premises and store such Lessee Property, and Lessee shall be obligated to reimburse Lessor for all of the costs incurred by Lessor in removing and storing such Lessee Property. Lessor shall not be required to release any Lessee Property to Lessee until Lessee has paid Lessor all costs incurred by Lessor in removing and storing such Lessee Property and all other amounts owed by Lessee to Lessor pursuant to this Lease, including without limitation, unpaid Lease Payments and costs incurred by Lessor to repair the Leased Premises.

SECTION 19. GENERAL PROVISIONS:

1. Force Majeure - In the event performance by Lessor of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Lessor, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Lessor is so delayed or hindered.
2. Entire Agreement - This Lease embraces the entire agreement of the parties mentioned herein pertaining to the Leased Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the Lease of the Leased Premises, except that this Lease Agreement may be modified by written amendment agreed to and signed by all pertinent parties and attached hereto.
3. Use of Terms - For the purpose of this Lease, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Lease so admits or requires.
4. Headings and Captions - The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

5. Authority - The parties to this Lease hereby acknowledge and agree that they are the principals to this Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except that Lessor is acting on behalf of the County of Grayson.
6. Governing Law - This Lease shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Lease shall be in Grayson County, Texas.
7. Severability - If any section, Section, sentence or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.
8. Legal Fees and Expenses - In the event of any dispute or legal action relating to this Lease Agreement, the prevailing party shall be entitled to receive from the other party reimbursement for reasonable attorney's fees, costs and expenses incurred.

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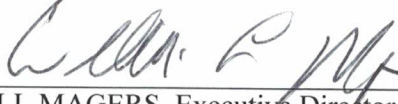
IN WITNESS WHEREOF the said Lessor and Lessee have executed this instrument on this EFFECTIVE date of June, 2024.

LESSEE:

By: _____

LESSOR:

GRAYSON COUNTY REGIONAL
MOBILITY AUTHORITY

By: 
BILL MAGERS, Executive Director

Approved as to Form:

WILLIAM B. MUNSON, Attorney

LESSEE'S ADDRESS:

Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

LESSOR'S ADDRESS:

North Texas Regional Airport
4700 Airport Drive
Denison, Texas 75020

STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 202____, by _____, _____ of _____, on behalf of said company.

Notary Public, State of Texas

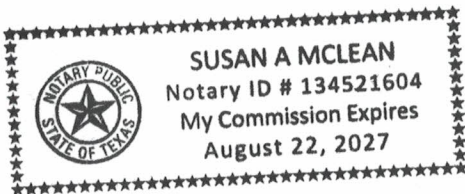
STATE OF TEXAS }

COUNTY OF Grayson }

This instrument was acknowledged before me on the 28th day of August, 2024, by BILL MAGERS, Executive Director of GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY, acting on behalf of GRAYSON COUNTY, a body politic existing under the Constitution and laws of the STATE OF TEXAS.

S. McLean

Notary Public, State of Texas



[illegible]

EXHIBIT "B"



AGENDA ITEM XVI



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: September 12, 2024

SUBJECT: AGENDA ITEM NO. XVI

PREPARED BY: Debi Atkins, Finance Officer

SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON BUDGET AMENDMENT FOR FY 2023-2024

ISSUE

Amendment to budget for FY 2023-24

BACKGROUND

In previous years, the Board of Directors has been willing to consider amendments to the Authority's annual budget during the course of the fiscal year to adjust for circumstances that impact revenue and expenses. In many cases, projects that were planned on a specific schedule may be delayed and therefore the funds may not be able to be expended as originally planned. Also, there are typically several adjustments to account for actual bond issuance amounts that we attempted to predict well in advance of a defined project scope and interest rate.

OPTIONS/ALTERNATIVES

The Board always has the option of taking no action on an amended budget and allow the year to be completed with actual expenses and revenues not being as close to Budget.

The alternative recommended by staff is to amend the budget to more accurately reflect expenditures and revenues as they occurred during the course of the year, which results in a more favorable reflection on expenses and revenues in the audit.

CONSIDERATIONS

The proposed budget amendment was reviewed by the Authority's budget committee on September 4, 2024. There is a summary page on the attached budget which reflects the changes.

STAFF RECOMMENDATIONS

The staff recommends the Board consider authorizing a budget amendment for FY 2023-24.

ATTACHMENTS

Amended Budget

GREATER TEXOMA UTILITY AUTHORITY

AMENDED BUDGET

FISCAL YEAR 2023-2024

BUDGET ADJUSTMENT SUMMARY
2023-2024

General Fund

Several expenses increased

Interest Earnings increased

Construction Changes

New Money – Added

Arledge Ridge

Sherman

-Existing Money Outlay Costs reduced:

All Construction cost reduced

Increase Remaining Funds - \$ 266,129,507

Combined Bond Changes –

CGMA added Depreciation costs on equipment

Bear Creek used Construction funds to pay debt service payments

Ector used Construction funds to pay debt service payments

Lake Kiowa correct Reserve payments

Paradise correct Reserve payments

Princeton correct Reserve payments

Sherman changed all depreciation

Making Changes In Net Assets decreasing by \$6,669,336

CGMA and SOLID WASTE

Change line item closer to actual

GREATER TEXOMA UTILITY AUTHORITY
AMENDED
GENERAL FUND BUDGET

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	AMENDED BUDGETED 2022-23	ACTUAL 6/30/24	EST 9/30	AMENDED BUDGETED 2023-24	% OF INCOME
<u>INCOME</u>					
DRIPPING SPRINGS POST CLOSURE	26,500.00	9,310.03	12,413.37	16,500.00	0.90%
GROUNDWATER DISTRICTS	480,000.00	345,143.72	460,191.63	615,000.00	33.62%
OPERATION SERVICES	105,000.00	216,328.73	288,438.31	150,000.00	8.20%
CGMA OPERATIONS	200,000.00	207,393.30	276,524.40	285,000.00	15.58%
INTEREST EARNINGS				52,228.01	2.85%
INCOME PERTAINING TO BONDS	690,939.17	446,111.57	594,815.43	710,739.38	38.85%
TOTAL INCOME	1,502,439.17	1,224,287.35	1,632,383.13	1,829,467.39	100%

					% OF EXPENSES
<u>EXPENDITURES</u>					
AUDIT/CONSULTANT SERVICES	53,900.00	54,400.00	54,400.00	54,400.00	3.14%
BANKING FEES		1,453.32			
BONDING & INSURANCE	11,200.00	9,305.25	13,140.79	14,625.00	0.84% GM (95.70/mo), crime (747) GL (11960) Public (
REPAIRS/MAINT	11,000.00	18,163.69	24,218.25	23,000.00	1.33% Building repairs, computer BU/repairs, copier
JANITORIAL/LAWN CARE	8,245.00	6,282.49	8,376.65	8,800.00	0.51% Janitorial 585 per mo, Lawn 145.83 per mo
DUES/SUBSCRIPTIONS	3,800.00	3,453.00	3,778.94	3,800.00	0.22% CofC, RRVA, TWCA, Lake Tex Assoc, GFOA, F
EQUIPMENT	7,000.00	3,567.30	4,280.76	5,000.00	0.29% Ops 2500, off equip 2000, (2) computers (2,600)
GROUNDWATER DIST	30,000.00	25,571.20	30,685.44	30,000.00	1.73%
INVESTMENT CONSULTING	55,000.00	71,855.85	90,605.00	90,605.00	5.23%
LEGAL	7,500.00	7,802.50	10,403.33	10,000.00	0.58%
MEETINGS & CONFERENCE	3,500.00	4,576.84	6,102.45	5,000.00	0.29% BOD (ave 300 pm), TWCA, RRVA, etc.
OFFICE SUPPLIES	10,000.00	17,404.30	23,205.73	20,000.00	1.16%
POSTAGE	2,500.00	2,030.07	2,706.76	2,500.00	0.14%
RENT	30,795.72	22,451.76	29,935.68	30,787.10	1.78% building rent 2177.42+ 5% per mo Ins 279.30 pe
SALARIES - ADMINISTRATIVE	426,644.01	447,739.68	537,287.62	540,000.00	31.19% Adding Sr Acct & Proj Mgr - Auto allow added to
SALARIES - OPERATIONS/GWD	436,569.11	387,486.37	464,983.64	465,000.00	26.86% Adding Maint/Tech (Weston)
FRINGE BENEFITS-PERSONNEL COST	327,730.37	288,559.35	346,271.22	346,000.00	19.99%
SUPPLIES-OPS	3,000.00		0.00	3,000.00	0.17% towels,wipes,batteries,testing supplies,gloves
TRAINING	6,500.00	2,954.54	3,939.39	4,000.00	0.23%
TRANSPORTATION EXPENSE	25,000.00	24,791.99	33,055.99	30,000.00	1.73%
UNIFORMS	1,500.00	465.92	621.23	1,500.00	0.09%
TELEPHONE	4,100.00	3,622.37	4,829.83	4,800.00	0.28% Cell phones (125), AT&T (80), Office phone(170
UTILITIES	12,000.00	10,161.45	13,548.60	14,000.00	0.81%
VEHICLE EXPENSE	18,954.96	2,400.00	16,663.00	16,700.00	0.96% GM 4800 + 2019 truck 4,704 + 2023 truck 7159.
VEHICLE REPAIRS	6,000.00	7,599.42	7,599.42	7,600.00	0.44%
TOTAL EXPENDITURES	1,502,439.17	1,424,098.66	1,730,639.72	1,731,117.10	100%

NON-CASH DEPRECIATION 12,500.00

GREATER TEXOMA UTILITY AUTHORITY
AMENDED
CONSTRUCTION BUDGET
2023-24

	ARLEDGE RIDGE BONDS	BELLS BONDS	CGMA BONDS	DORCHESTER BONDS	ECTOR COMBINED BONDS	GAINESVILLE BONDS	GOBER BONDS	HENRIETTA BONDS	LAKE KIOWA BONDS	NW/G BONDS	PARADISE BONDS	POTTSBORO BONDS
CONSTRUCTION FUNDS												
Beg Balance	0.00	5,941,000	7,400,000	4,358,500	45,000	2,655,000	1,115,820	9,585,000	1,800,000	2,286,000	140,000	12,272,239
Grant Funds												
New Money/Contribution	2,880,000	0	7,400,000	4,358,500	45,000	2,655,000	1,115,820	9,585,000	1,800,000	2,286,000	140,000	12,272,239
Total Funds Available	2,880,000	5,941,000	7,400,000	4,358,500	45,000	2,655,000	1,115,820	9,585,000	1,800,000	2,286,000	140,000	12,272,239
Outlay Costs	258,508	1,500,000	1,750,000	100,000	45,000	200,000	345,000	50,000	1,230,000	90,000	97,000	3,500,000
Remaining Funds Available	2,621,492	4,441,000	5,650,000	4,258,500	0	2,455,000	770,820	9,535,000	570,000	2,196,000	43,000	8,772,239

PRINCETON	SHERMAN	VALLEY	VAN	WHITESHED	WHITE-	TOTAL
BONDS	BONDS	VIEW	ALSTYNE	BONDS	WRIGHT	MEMO ONLY
		BONDS	BONDS	BONDS	BONDS	
3,181,177	377,405,000	330,000	5,063,657	3,464,075	8,431,106	445,473,574
0	155,580,000		0		0	0
3,181,177	532,985,000	330,000	5,063,657	3,464,075	8,431,106	158,460,000
						603,933,574
150,000	125,000,000	0	3,800,000	5,000	700,000	138,820,508
3,031,177	407,985,000	330,000	1,263,657	3,459,075	7,731,106	465,113,066

GREATER TEXOMA UTILITY AUTHORITY
AMENDED
COMBINED BOND BUDGET
2023-24

	ANNAMELISSA BONDS	ARLEDGE RIDGE BONDS	BEARCREEK SUD BONDS	BELLS BONDS	BOLIVAR WSC BONDS	*CGMA BONDS	DORCHESTER BONDS	ECTOR BONDS	GVILLE BONDS	GOBER BONDS	MUSTANG BONDS
OPERATING REVENUE											
Charges for Bonds	518,615	17,287	220,957	437,152	96,648	1,754,280	289,291	36,771	702,724	65,752	276,130
Charges for Reserve	0	0	68,864	0	0	0	0	0	0	0	0
Charges for Admin	950	0	1,600	900	650	25,000	1,250	1,050	2,400	925	660
Total Operating Revenue	519,565	17,287	291,421	438,052	97,298	1,779,280	290,541	37,821	705,124	66,677	276,790
OPERATING EXPENSES											
Operating Expenses	0	0	0	0	0	0	0	0	0	0	0
General And Admin	2,079	0	7,341	8,154	502	22,088	5,149	715	6,937	1,403	5,398
Maint & Repair	0	0	0	0	0	0	0	0	0	0	0
Deprec	431,311	0	312,539	53,786	79,493	602,365	23,189	30,358	496,220	0	275,204
Total Operating Exp	433,391	0	319,880	61,940	79,995	624,453	28,338	31,073	503,157	1,403	280,602
OPERATING INCOME (LOSS)	86,174	17,287	(28,459)	376,112	17,303	1,154,827	262,203	6,748	201,968	65,274	(3,812)
NON OPERATING REVENUES (EXPENSES)											
Invest Inc	10,000	0	10,000	51,500	2,000	100,000	50,900	1,500	57,500	10,000	8,000
Bond Prem	0	0	0	0	0	0	0	0	0	0	0
Interest Exp	(85,175)	(14,846)	(154,824)	(292,152)	(11,648)	(1,624,837)	(184,668)	(19,894)	(167,724)	(25,752)	(106,963)
Bond Issuance Costs	0	(47,349)	0	0	0	0	0	0	0	0	0
Amort of Loss on Early Retire of Debt	0	0	0	0	0	0	0	0	0	0	0
Amort Underwriters Disc	0	0	0	0	0	0	0	0	0	0	0
Gain (Loss) on Sale of Assets	0	0	0	0	0	0	0	0	0	0	0
Total Nonoperating Revenues (Expenses)	(75,175)	(62,195)	(144,824)	(240,652)	(9,648)	(1,524,837)	(133,768)	(18,394)	(164,368)	(15,752)	(98,963)
CHANGE IN NET ASSETS	10,999	(44,908)	(173,282)	135,460	7,655	(370,010)	128,434	(11,645)	(72,824)	49,522	(102,774)

* This is also included in the CGMA Operations budget

	HENRIETTA	KAUFMAN	KRUM	LAKE KIWIA	LAKE TEX	MELISSA	NWG	PARADISE	POTTSBORO	PRINCETON	SADLER
	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS
OPERATING REVENUE											
Charges for Bonds	545,692	93,895	284,775	607,174	1,379,588	201,351	256,694	43,443	750,222	1,558,747	7,315
Charges for Reserve	0	0	0	16,192	0	0	0	3,998	51,532	0	0
Charges for Admin	600	600	1,983	1,800	600	1,200	600	600	0	0	600
Total Operating Revenue	546,292	94,495	286,758	625,166	1,380,188	202,551	257,294	48,040	801,754	1,558,747	7,915
OPERATING EXPENSES											
Operating Expenses	0	0	0	0	0	0	0	0	0	0	0
General And Admin	11,020	2,565	5,327	9,824	68,860	1,152	3,220	901	15,326	31,547	142
Maint & Repair	0	0	0	0	0	0	0	0	0	0	0
Deprec	0	19,775	257,526	465,669	0	132,561	105,476	58,410	74,332	1,004,498	28,843
Total Operating Exp	11,020	22,340	262,853	475,494	68,860	133,713	108,696	59,311	89,658	1,036,045	28,985
OPERATING INCOME (LOSS)	535,272	72,154	23,905	149,672	1,311,327	68,838	148,598	(11,271)	712,095	522,702	(21,070)
NON OPERATING REVENUES (EXPENSES)											
Invest Inc	50,000	5,000	9,500	49,000	20,500	3,500	32,500	4,000	152,750	105,000	1,000
Bond Prem	0	0	0	0	0	0	0	0	0	63,313	0
Interest Exp	(401,333)	(3,895)	(107,589)	(173,713)	(207,142)	(48,476)	(111,694)	(18,443)	(369,116)	(836,056)	(2,315)
Bond Issuance Costs	0	0	0	0	0	0	0	0	0	0	0
Amort of Loss on Early Retire of Debt	0	0	0	0	0	0	0	0	0	(4,173)	0
Amort Underwriters Disc	0	0	0	0	0	0	0	0	0	16,058	0
Gain (Loss) on Sale of Assets	0	0	0	0	0	0	0	0	0	0	0
Total Nonoperating Revenues (Expenses)	(351,333)	1,106	(98,089)	(124,713)	(186,642)	(44,976)	(79,194)	(14,443)	(216,366)	(655,857)	(1,315)
CHANGE IN NET ASSETS	183,940	73,260	(74,184)	24,959	1,124,685	23,862	69,404	(25,713)	495,729	(133,156)	(22,385)

* This is also included in the CGMA Operat

	SHERMAN	TOMBEAN	VALLEY VIEW	VAN ALSTYNE	WHITE SHED	WRIGHT	TOTAL
	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	MEMO ONLY
OPERATING REVENUE							
Charges for Bonds	7,393,606	97,189	42,037	487,378	242,337	449,778	18,856,827
Charges for Reserve	0	0	0	0	0	20,460	161,046
Charges for Admin	250,000	435	600	2,100	0	2,650	299,754
Total Operating Revenue	7,643,606	97,624	42,637	489,478	242,337	472,888	19,317,627
OPERATING EXPENSES							
Operating Expenses	0	0	0	0	0	0	0
General And Admin	636,083	1,135	764	7,696	3,842	10,643	869,815
Maint & Repair	200,000	0	0	0	0	0	200,000
Deprec	5,015,429	84,567	0	301,520	0	72,270	9,925,341
Total Operating Exp	5,851,512	85,702	764	309,216	3,842	82,913	10,995,156
OPERATING INCOME (LOSS)	1,792,094	11,923	41,873	180,263	238,495	389,975	8,322,472
NON OPERATING REVENUES (EXPENSES)							
Invest Inc	2,518,500	1,900	5,000	38,000	25,000	47,000	3,369,550
Bond Prem	850,531	0	0	0	0	0	913,844
Interest Exp	(26,852,289)	(22,703)	(27,037)	(117,074)	(192,337)	(129,778)	(32,309,469)
Bond Issuance Costs	(1,949,928)	0	0	0	0	0	(1,997,277)
Amort of Loss on Early Retire of Debt	(16,614)	0	0	0	0	0	(20,788)
Amort Underwriters Disc	92,368	0	0	0	0	0	108,427
Gain (Loss) on Sale of Assets	0	0	0	0	0	0	(164,368)
Total Nonoperating Revenues (Expenses)	(25,357,432)	(20,803)	(22,037)	(79,074)	(167,337)	(82,778)	(30,100,081)
CHANGE IN NET ASSETS	(23,565,338)	(8,880)	19,836	101,189	71,158	307,197	(21,777,609)

* This is also included in the CGMA Operat

GREATER TEXOMA UTILITY AUTHORITY
CGMA OPERATIONS BUDGET
FISCAL YEAR 2023-24

	APPROVED 2022-23	7/31/24	Est 9/30/24	Amended 2023-24	
<u>OPERATING REVENUE</u>					
4 CITIES-Operations	5,427,147.98	6,354,498.52	7,625,398.22	7,607,600.69	MAV * \$4.657
4 CITIES-Bonds	1,754,280.21	1,151,018.20	1,381,221.84	1,754,280.21	
Interest Income	5,000.00	298,957.44	358,748.93	125,000.00	
Bill Board	1,000.00	1,000.00	1,000.00	1,000.00	
TOTAL OPERATING REVENUES	7,187,428.19	7,805,474.16	9,366,368.99	9,487,880.90	
<u>OPERATING EXPENSES</u>					
Bond Costs					
General GTUA Costs	39,950.00	10,528.75	14,038.33	40,000.00	Bond Admin and Fiscal Agent
Depreciation-Equipment				15,900.00	
Debt Management					
Admin-GTUA Costs	45,000.00	24,775.46	33,033.95	60,000.00	time allocations
Insurance	6,100.00	10,708.87	10,708.87	8,200.00	Added Truck
Legal	5,000.00	375.00	1,000.00	3,000.00	Anna easement problems
Right-of-Way	0.00		0.00		
Operations/Maintenance					
Operations-Staff	211,000.00	185,493.60	247,324.80	225,000.00	Operators
O&M	275,000.00	150,237.05	200,316.07	200,000.00	water tests,chemicals, repairs,
Communications Line	2,300.00	1,488.67	1,984.89	2,300.00	U-Verse and Emerg Line
Lawn Care	5,500.00	2,660.00	3,546.67	5,500.00	Mowing pump stations
Lease - Equip	90,800.00	93,579.35	99,636.64	100,000.00	Generator, tractor From Reser
Utilities/Contract Maint					
Electrical	199,109.72	129,442.43	194,163.65	260,000.00	Shell Energy cost per 1000 ga
Water Costs					
*Take or pay fees	4,212,407.28	4,582,202.16	6,027,923.68	6,028,000.00	NTMWD \$3.74/1000 for exper
CIP Project					
Water Study-Engineers	0.00				
Advertising		0.00	0.00		
ATV,Trailer,Storage		43,470.08		75,805.00	From Reserves
Vehicle		54,069.71	54,069.71	54,070.00	From Reserves
Engineering-CIP & Add'l Services	375,000.00	60,852.77	80,000.00	80,000.00	From Reserves
CIP Project - Electrical Switch	142,000.00	68,462.20	68,462.20	86,755.00	From Reserves
TOTAL OPERATING EXPENSES	7,142,825.17	5,418,346.10	6,977,428.30	7,244,530.00	CIP Project and Engineering v

* NTMWD rate \$3.74 per 1,000 gal.
2023 MAV - 1,633,584

AGENDA ITEM XVII



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: September 12, 2024

SUBJECT: AGENDA ITEM NO. XVII

PREPARED BY: Debi Atkins, Finance Officer

SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON BUDGET FOR FISCAL YEAR 2024-2025

ISSUE

Consideration of a proposed budget for Fiscal Year 2024-2025

BACKGROUND

Each year at this time the Board considers a budget for the Authority's succeeding fiscal year. The budget has been divided into five major categories to more accurately reflect the activities undertaken by the Authority and to more closely track the format in which the audit is performed each year.

The budgeted expenses can be summarized into the following categories:

I.	Construction Budget	\$ 275,243,000
II.	Combined Bond Budget	\$ 26,065,315
III.	General Fund Budget	\$ 1,990,088
IV.	Solid Waste	\$ 25,300
V.	Collin Grayson Municipal Alliance Budget	\$ 7,575,001
	Total	\$ 310,898,704

The construction budget is funded by the issuance of bonds, which are requested and authorized by the member cities and other water entities for financing construction activities. The Authority will begin the year with a beginning balance of \$465,348,065 and expects to issue \$130,295,000 in bonds during the upcoming fiscal year, producing available funds of \$595,643,065. Of that amount, the Authority expects to be able to complete the expenditure of \$275,243,000 in construction activities. The remaining funds will be used during the succeeding year(s) for construction related activities not completed during the 2024-2025 fiscal year.

The second component of the budget is the combined bond fund. During the coming year, the Authority expects to receive \$23,162,674 in revenues from various entities making debt service payments to the Authority. Of the Operating Expenses, \$9,470,797 will be utilized for depreciation expenses and of the non-operating expenses, \$41,892,509 will be recognized as interest expenses. It should be noted that the income and expenses in this budget do not balance because the Authority collects debt service payments in the year prior to when they become payable in order to have payments available on the principal payment date. The other factor involved in this budget that causes it not to balance is the depreciation schedule, which is not equal to the principal amounts paid.

The third component in the Authority's budget is the General Fund budget. This budget provides for the cost of the general operations of the Authority, as well as for staffing and operations personnel of the Authority. Funding is provided by contracts for services. These include contracts for the management of the North Texas and Red River Groundwater Conservation Districts, as well as services for water and wastewater activities throughout the area. The proposed General Fund Budget for the 2024-2025 fiscal year is \$1,990,088.36.



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

PAGE 2

The fourth component of the Authority's budget is the solid waste budget. This involves the post closure maintenance activities for which the Authority is responsible at the Dripping Springs Landfill. Those costs will be approximately \$25,775 during the 2023-2024 fiscal year. These costs include groundwater monitoring, monitoring for methane gas production, mowing, sludge handling, and routine maintenance. The cost of these activities is divided equally between the Cities of Denison and Sherman with the exception of sludge handling, which is paid for by Denison.

The last component of the Authority's budget is the Collin-Grayson Municipal Alliance waterline operating budget. This is the cost for providing the delivery of water to Melissa, Anna, Van Alstyne and Howe. These costs are estimated to be \$7,575,001.70 during the 2024-2025 fiscal year. These costs include the take or pay amount, which must be paid for the water purchased from the North Texas Municipal Water District, electrical energy costs and operation and maintenance costs for providing this water. The cost of this service is paid by the four participating cities.

These projections of income and expense represent our best estimate at this time of the revenue and expenses likely to be incurred for the Authority's activities in these various categories during the coming fiscal year.

CONSIDERATIONS

The proposed budget was reviewed in detail by the Authority's budget committee on September 4, 2024.

STAFF RECOMMENDATIONS

The staff recommends the Board consider adopting the budget for Fiscal Year 2024-2025 after review and discussion.

ATTACHMENTS

Proposed budget for FY 2024-2025

GREATER TEXOMA UTILITY AUTHORITY

PROPOSED BUDGET

FISCAL YEAR 2024-2025

GREATER TEXOMA UTILITY AUTHORITY
PROPOSED
CONSTRUCTION BUDGET
2024-25

	ARLEDGE RIDGE BONDS	BARTLEY WOODS BONDS	BEAR CREEK BONDS	BELLS BONDS	CGMA BONDS	DORCHESTER BONDS	ECTOR COMBINED BONDS	GAINESVILLE BONDS	GOBER BONDS	HENRIETTA BONDS	LAKE KIOWA BONDS	NW/G BONDS
CONSTRUCTION FUNDS												
Beg Balance	2,621,492	0.00	0.00	4,441,000	5,650,000	4,258,500	0	2,455,000	770,820	9,535,000	570,000	2,196,000
Grant Funds												
New Money/Contribution	0	4,080,000	34,335,000	0	5,650,000	0	0	2,455,000	770,820	0	570,000	0
Total Funds Available	2,621,492	4,080,000	34,335,000	4,441,000	5,650,000	4,258,500	0	2,455,000	770,820	9,535,000	570,000	2,196,000
Outlay Costs	300,000	200,000	11,000,000	2,000,000	3,000,000	2,500,000		2,000,000	300,000	500,000	100,000	1,000,000
Remaining Funds Available	2,321,492	3,880,000	23,335,000	2,441,000	2,650,000	1,758,500	0	455,000	470,820	9,035,000	470,000	1,196,000

PARADISE BONDS	POTTSBORO BONDS	PRINCETON BONDS	SHERMAN BONDS	VALLEY VIEW BONDS	VAN ALSTYNE BONDS	WHITESHED BONDS	WHITE- WRIGHT BONDS	TOTAL MEMO ONLY
43,000	8,772,239	3,031,177	407,985,000	330,000	1,263,657	3,459,075	7,731,106	465,348,065
43,000	8,772,239	3,031,177	91,880,000 499,865,000	330,000	1,263,657	3,459,075	0 7,731,106	130,295,000 595,643,065
43,000	4,000,000 4,772,239	1,000,000 2,031,177	240,000,000 259,865,000	300,000 30,000	1,000,000 263,657	3,000,000 459,075	3,000,000 4,731,106	275,243,000 320,400,065

GREATER TEXOMA UTILITY AUTHORITY
PROPOSED
COMBINED BOND BUDGET
2024-25

	ANNA/MELISSA BONDS	ARLEDGE RIDGE BONDS	BARTLEY WOODS BONDS	BEARCREEK SUD BONDS	BELLS BONDS	BOLIVAR WSC BONDS	*CGMA BONDS	DORCHESTER BONDS	ECTOR BONDS	G/VILLE BONDS	GOBER BONDS
OPERATING REVENUE											
Charges for Bonds	507,495	209,879	165,667	1,854,201	440,677	99,207	1,141,945	287,481	43,972	706,423	59,540
Charges for Reserve	0	0	0	68,864	0	0	0	0	0	0	0
Charges for Admin	950	0	0	20,218	900	0	17,850	1,250	0	0	0
Total Operating Revenue	508,445	209,879	165,667	1,943,283	441,577	99,207	1,159,795	288,731	43,972	706,423	59,540
OPERATING EXPENSES											
Operating Expenses	0	0	0	0	0	0	0	0	0	0	0
General And Admin	1,389	2,484	3,520	35,251	6,319	323	17,115	3,979	543	5,021	1,074
Maint & Repair	0	0	0	0	0	0	0	0	0	0	0
Deprec	431,633	0	0	312,574	59,728	79,554	602,472	23,213	30,363	496,414	0
Total Operating Exp	433,022	2,484	3,520	347,825	66,047	79,877	619,587	27,192	30,906	501,435	1,074
OPERATING INCOME (LOSS)	75,423	207,395	162,147	1,595,459	375,530	19,330	540,208	261,539	13,066	204,988	58,466
NON OPERATING REVENUES (EXPENSES)											
Invest Inc	5,000	10,000	5,000	20,000	31,000	2,000	50,000	30,500	1,500	37,000	6,000
Bond Prem	0	0	0	0	0	0	0	0	0	0	0
Interest Exp	(63,104)	(189,724)	(150,667)	(2,051,543)	(288,177)	(9,207)	(1,745,941)	(181,790)	(18,972)	(118,454)	(24,540)
Bond Issuance Costs	0	0	(142,500)	(712,106)	0	0	0	0	0	0	0
Amort of Loss on Early Retire of Debt	0	0	0	0	0	0	0	0	0	0	0
Amort Underwriters Disc	0	0	0	0	0	0	0	0	0	0	0
Gain (Loss) on Sale of Assets	0	0	0	0	0	0	0	0	0	(110,224)	0
Total Nonoperating Revenues (Expenses)	(58,104)	(179,724)	(288,167)	(2,743,649)	(257,177)	(7,207)	(1,695,941)	(151,290)	(17,472)	(191,679)	(18,540)
CHANGE IN NET ASSETS	17,318	27,670	(126,020)	(1,148,190)	118,353	12,123	(1,155,733)	110,249	(4,406)	13,310	39,926

* This is also included in the CGMA Operations budget

	MUSTANG	HENRIETTA	KAUFMAN	KRUM	LAKE KIOWA	LAKE TEX	MELISSA	NWG	PARADISE	POTTSBORO	PRINCETON
	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS
OPERATING REVENUE											
Charges for Bonds	277,110	546,800	93,895	318,341	585,974	1,385,123	201,755	261,772	43,058	789,223	1,560,098
Charges for Reserve	0	0	0	0	16,192	0	0	0	0	19,354	0
Charges for Admin	0	0	0	1,800	0	5,000	0	0	0	0	0
Total Operating Revenue	277,110	546,800	93,895	320,141	602,166	1,390,123	201,755	261,772	43,058	808,577	1,560,098
OPERATING EXPENSES											
Operating Expenses	0	0	0	0	0	0	0	0	0	0	0
General And Admin	4,119	8,583	1,950	4,032	7,389	6,721	776	2,420	690	11,774	24,353
Maint & Repair	0	0	0	0	0	5,000	0	0	0	0	0
Deprec	275,248	0	122,635	257,553	585,246	0	132,639	105,535	58,417	74,423	1,004,792
Total Operating Exp	279,367	8,583	124,585	261,585	572,635	11,721	133,415	107,955	59,107	86,197	1,029,145
OPERATING INCOME (LOSS)	(2,257)	538,217	(30,690)	58,556	29,532	1,378,402	68,340	153,817	(16,049)	722,380	530,953
NON OPERATING REVENUES (EXPENS)											
Invest Inc	8,000	30,000	5,000	7,000	31,000	15,500	3,000	27,000	3,000	82,000	75,000
Bond Prem	0	0	0	0	0	0	0	0	0	0	63,329
Interest Exp	(105,682)	(396,800)	(3,895)	(103,911)	(168,219)	(178,171)	(41,988)	(106,772)	(18,058)	(340,370)	(810,302)
Bond Issuance Costs	0	0	0	0	0	0	0	0	0	0	0
Amort of Loss on Early Retire of Debt	0	0	0	0	0	0	0	0	0	0	0
Amort Underwriters Disc	0	0	0	0	0	0	0	0	0	0	(4,175)
Gain (Loss) on Sale of Assets	0	0	0	0	0	0	0	0	0	0	0
Total Nonoperating Revenues (Expenses)	(97,682)	(366,800)	1,106	(96,911)	(137,219)	(162,671)	(38,988)	(79,772)	(15,058)	(258,370)	(676,149)
CHANGE IN NET ASSETS	(99,939)	171,417	(29,585)	(38,355)	(107,687)	1,215,731	29,353	74,045	(31,107)	464,010	(145,196)

* This is also included in the CGMA Operat

	SADLER	SHERMAN	TOMBEAN	VALLEY VIEW	VAN ALSTYNE	WHITE SHED	WRIGHT	TOTAL MEMO ONLY
	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	BONDS	
OPERATING REVENUE								
Charges for Bonds	7,268	10,233,818	96,041	41,640	511,216	237,824	455,236	23,162,674
Charges for Reserve	0	0	0	0	0	0	0	104,411
Charges for Admin	0	260,000	0	0	0	0	1,200	309,168
Total Operating Revenue	7,268	10,493,818	96,041	41,640	511,216	237,824	456,436	23,576,253
OPERATING EXPENSES								
Operating Expenses	0	0	0	0	0	0	0	0
General And Admin	108	669,683	833	591	5,732	2,993	8,135	836,900
Maint & Repair	0	210,000	0	0	0	0	0	215,000
Deprec	32,239	4,398,205	84,588	0	258,280	0	64,070	9,470,797
Total Operating Exp	32,347	5,277,888	85,421	591	263,992	2,993	72,205	10,522,697
OPERATING INCOME (LOSS)	(25,079)	5,215,930	10,620	41,049	247,225	234,831	384,231	13,053,556
NON OPERATING REVENUES (EXPENS)								
Invest Inc	1,000	1,744,000	1,400	3,000	29,000	20,000	35,750	2,318,650
Bond Prem	0	1,275,423	0	0	0	0	0	1,338,752
Interest Exp	(2,268)	(34,286,431)	(21,612)	(26,640)	(131,216)	(182,824)	(125,236)	(41,892,509)
Bond Issuance Costs	0	(459,339)	0	0	0	0	0	(1,313,945)
Amort of Loss on Early Retire of Debt	0	(16,616)	0	0	0	0	0	(20,791)
Amort Underwriters Disc	0	561,197	0	0	0	0	0	561,197
Gain (Loss) on Sale of Assets	0	0	0	0	0	0	0	(110,224)
Total Nonoperating Revenues (Expenses)	(1,268)	(31,181,765)	(20,212)	(23,640)	(102,216)	(162,824)	(89,486)	(39,118,870)
CHANGE IN NET ASSETS	(26,347)	(25,965,834)	(9,592)	17,409	145,008	72,007	294,745	(26,065,315)

* This is also included in the CGMA Operat

GREATER TEXOMA UTILITY AUTHORITY
PROPOSED
GENERAL FUND BUDGET

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	AMENDED BUDGETED 2023-24	ACTUAL 6/30/24	EST 9/30	Proposed BUDGETED 2024-25	% OF INCOME
INCOME					
DRIPPING SPRINGS POST CLOSURE	16,500.00	9,310.03	12,413.37	25,300.00	1.27%
GROUNDWATER DISTRICTS	615,000.00	345,143.72	460,191.63	543,000.00	27.29%
OPERATION SERVICES	150,000.00	216,328.73	288,438.31	230,000.00	11.56%
CGMA OPERATIONS	285,000.00	207,393.30	276,524.40	342,000.00	17.19%
INTEREST EARNINGS	52,228.01	52,228.00	52,228.00	5,000.00	0.25%
INCOME PERTAINING TO BONDS	710,739.38	446,111.57	594,815.43	844,788.36	42.45%
TOTAL INCOME	1,829,467.39	1,276,515.35	1,684,611.13	1,990,088.36	100%

EXPENDITURES

					% OF EXPENSES
AUDIT/CONSULTANT SERVICES	54,400.00	54,400.00	54,400.00	54,900.00	2.76%
BANKING FEES		1,453.32	1,937.76	2,000.00	0.10% CC and Banking fees
BONDING & INSURANCE	14,625.00	9,305.25	13,140.79	16,938.00	0.85% crime (769) GL (15400) Public (3 yr 769)
REPAIRS/MAINT	23,000.00	16,835.31	22,447.08	23,000.00	1.16% Building repairs, computer BU/repairs, copier
JANITORIAL/LAWN CARE	8,800.00	6,282.49	8,376.65	8,800.00	0.44% Janitorial 585 per mo, Lawn 145.83 per mo
DUES/SUBSCRIPTIONS	3,800.00	3,453.00	4,930.00	5,000.00	0.25% CofC, RRVA, TWCA, Lake Tex Assoc, GFOA, I
EQUIPMENT	5,000.00	3,567.30	4,280.76	12,000.00	0.60% Ops 7500, off equip 2000, (2) computers (2,600)
GROUNDWATER DIST	30,000.00	25,571.20	30,685.44	30,000.00	1.51%
INVESTMENT CONSULTING	90,605.00	71,855.85	90,605.00	75,000.00	3.77% Max amount per year
LEGAL	10,000.00	7,802.50	10,403.33	10,000.00	0.50%
MEETINGS & CONFERENCE	5,000.00	4,576.84	5,000.00	7,000.00	0.35% BOD (ave 300 pm), TWCA, RRVA, etc.
OFFICE SUPPLIES	20,000.00	17,404.30	23,205.73	20,000.00	1.00%
POSTAGE	2,500.00	2,030.07	2,706.76	3,000.00	0.15%
RENT	30,787.10	22,451.76	29,935.68	31,565.51	1.59% building rent 2253.63 per mo Ins 376.83 per Mo
SALARIES - ADMINISTRATIVE	540,000.00	447,739.68	537,287.62	568,167.99	28.55% Auto allow added to salary
SALARIES - OPERATIONS/GWD	465,000.00	387,486.37	464,983.64	579,982.80	29.14% Added Maint/Tech for CGMA
FRINGE BENEFITS-PERSONNEL COST	346,000.00	288,559.35	346,271.22	456,896.06	22.96%
SUPPLIES-OPS	3,000.00	1,945.01	2,334.01	3,000.00	0.15% towels,wipes,batteries,testing supplies,gloves
TRAINING	4,000.00	2,954.54	3,939.39	4,000.00	0.20%
TRANSPORTATION EXPENSE	30,000.00	24,791.99	33,055.99	35,000.00	1.76%
UNIFORMS	1,500.00	465.92	621.23	2,100.00	0.11%
TELEPHONE	4,800.00	3,622.37	4,829.83	4,800.00	0.24% Cell phones (125), AT&T (80), Office phone(170
UTILITIES	14,000.00	10,161.45	13,548.60	14,000.00	0.70%
VEHICLE EXPENSE	16,700.00	2,400.00	16,663.00	15,338.00	0.77% 2023 truck \$7051....NEW 2024-25 \$8287
VEHICLE REPAIRS	7,600.00	7,599.42	7,599.42	7,600.00	0.38%
TOTAL EXPENDITURES	1,783,512.10	1,424,715.29	1,733,188.93	1,990,088.36	100%
NON-CASH DEPRECIATION	12,500.00				

GREATER TEXOMA UTILITY AUTHORITY
DRIPPING SPRINGS POST CLOSURE

	APPROVED 2023-24	ACTUAL @ 6/30/24	Est 9/30/24	PROPOSED 2024-25
<u>OPERATING REVENUE</u>				
DRIPPING SPRINGS MAINTENANCE				
City of Denison	15,000.00	7,246.94	9,662.59	15,000.00
City of Sherman	10,775.00	6,210.54	8,280.72	10,300.00
TOTAL OPERATING REVENUES	<u>25,775.00</u>	<u>13,457.48</u>	<u>17,943.31</u>	<u>25,300.00</u>
<u>OPERATING EXPENSES</u>				
OPERATING COST				
SALARIES/EMPLOYEE PERSONNEL COSTS	15,000.00	8,361.67	11,148.89	15,000.00
ENGINEERING				
GAS WELLS				
*GROUND WATER	0.00	0.00		0.00
OTHER EXPENSES				
ADMINISTRATIVE/ACCOUNTING	1,500.00	948.36	1,264.48	1,500.00
EQUIPMENT REPAIR/GAS SYSTEM REPAIR	5,000.00	2,245.12	2,993.49	5,000.00
FUEL & LUBRICANTS	775.00	52.96	70.61	500.00
INSURANCE-LIABILITY/PROPERTY	1,000.00	487.37	844.73	800.00
UTILITIES	<u>2,500.00</u>	<u>2,646.21</u>	<u>3,528.28</u>	<u>2,500.00</u>
TOTAL OTHER EXPENSE	<u>10,775.00</u>	<u>14,741.69</u>	<u>8,701.60</u>	<u>10,300.00</u>
TOTAL OPERATING EXPENSES	25,775.00	14,741.69	19,850.49	25,300.00

NON-CASH DEPRECIATION 2,500.00

GREATER TEXOMA UTILITY AUTHORITY
CGMA OPERATIONS BUDGET
FISCAL YEAR 2024-25

	Amended 2023-24	7/31/24	Est 9/30/24	Proposed 2024-25	
<u>OPERATING REVENUE</u>					
4 CITIES-Operations	7,607,600.69	6,354,498.52	7,625,398.22	8,028,115.27	MAV * \$4.824
4 CITIES-Bonds	1,754,280.21	1,151,018.20	1,381,221.84	1,141,944.90	
Interest Income	125,000.00	298,957.44	358,748.93	150,000.00	
Bill Board	1,000.00	1,000.00	1,000.00	1,000.00	
TOTAL OPERATING REVENUES	9,487,880.90	7,805,474.16	9,366,368.99	9,321,060.17	
<u>OPERATING EXPENSES</u>					
Bond Costs					
General GTUA Costs	40,000.00	10,528.75	14,038.33	17,850.00	Bond Admin and Fiscal Agent
Depreciation-Equipment	15,900.00			16,000.00	
Debt Management					
Admin-GTUA Costs	60,000.00	24,775.46	33,033.95	40,000.00	time allocations
Insurance	8,200.00	10,708.87	10,708.87	12,000.00	Added Truck
Legal	3,000.00	375.00	1,000.00	2,000.00	Anna easement problems
Operations/Maintenance					
Operations-Staff	225,000.00	185,493.60	247,324.80	290,000.00	Operators
O&M	200,000.00	150,237.05	200,316.07	243,500.00	water tests,chemicals, repairs.
Communications Line	2,300.00	1,488.67	1,984.89	2,300.00	U-Verse and Emerg Line
Lawn Care	5,500.00	2,660.00	3,546.67	4,560.00	Mowing pump stations
Lease - Equip	78,000.00	93,579.35	99,636.64	0.00	Tractor From Reserves
Utilities/Contract Maint					
Electrical	260,000.00	129,442.43	194,163.65	216,400.00	Shell Energy cost per 1000 ga
Water Costs					
*Take or pay fees	6,110,000.00	4,582,202.16	6,109,602.88	6,490,391.70	NTMWD \$3.90/1000 for exper
CIP Project					
Water Study-Engineers				20,000.00	From Reserves
Tractor Payments		0.00	0.00	20,000.00	From Reserves
ATV,Trailer,Storage	75,805.00	43,470.08		0.00	From Reserves
Vehicle	54,070.00	54,069.71	54,069.71	0.00	From Reserves
Engineering-CIP & Add'l Services	80,000.00	60,852.77	80,000.00	200,000.00	From Reserves
CIP Project - Electrical Switch	86,755.00	68,462.20	68,462.20	0.00	From Reserves
TOTAL OPERATING EXPENSES					
	7,304,530.00	5,418,346.10	7,059,107.50	7,575,001.70	CIP Project and Engineering v

* NTMWD rate \$3.90 per 1,000 gal.
2024 MAV - 1,664,203

ADJOURN