# GREATER TEXOMA UTILITY AUTHORITY
# BOARD MEETING
# MAY 18, 2026

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

**AGENDA**
**GREATER TEXOMA UTILITY AUTHORITY**
**BOARD OF DIRECTORS MEETING**
**GTUA BOARD ROOM**
**5100 AIRPORT DRIVE**
**DENISON, TEXAS 75020**
**Monday, May 18, 2026, 12:00 p.m.**

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Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 18th day of May 2026, at 12:00 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered, and acted upon, including the expenditure of funds.

**Agenda:**

I. Call to Order.

II. Pledge of Allegiance.

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

IV. *Consider and act upon approval of Minutes February 16, 2026, Meeting

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

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

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

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

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

X. Citizens to be Heard.

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

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

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

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

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

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

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

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

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

XX. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Hayes Construction, LLC., for the City of Bells Water System Improvements-Water Main Installation Project as complete and authorizing Change Order No. 5.

XXI. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Landmark Structures I, Inc. for the City of Van Alstyne, 750,000 Gallon Elevated Storage Tank Project as complete and authorizing Change Order Numbers 1-8.

XXII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Lynn Vessels Construction., LLC., for the City of Sherman Crossroads Wastewater Main Extension Project as complete and authorizing Change Order No. 1.

XXIII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Garney Companies Inc., for the City of Sherman 36" West Water Main and Concentrate Discharge Project as complete and authorizing Change Order No. 2.

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

XXV. Receive report on CGMA Capital Improvements Plan.

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

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

XXVIII. Adjourn.

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

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

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

# AGENDA ITEM IV

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

**MONDAY, FEBRUARY 16, 2026**

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

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| Members Present: | Stanley Thomas, Donald Johnston, Henry Koehler, Ken Brawley, Brad Morgan, Scott Blackerby, Kristofor Spiegel, and Josh Wells |
| Members Absent: | Matt Brown |
| Staff: | Paul Sigle, Stacy Patrick, Debi Atkins, Tasha Hamilton, and Velma Starks |
| General Counsel: | Mike Wynne, Wynne, Smith, and Young |
| Bond Counsel: | Kristen Savant, Norton Rose Fulbright – Not Present |

I. Call to Order

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

II. Pledge of Allegiance

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

III. Administer Oath of Office.

Velma Starks, Notary Public, administered Oath of Office to re-appointed Board Member, Scott Blackerby.

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

V. * Consider and act upon approval of Minutes of January 19, 2026, Meeting.

VI. * Consider and act upon approval of accrued liabilities for January 2026.

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

VII. Citizens to be Heard.

No citizens wished to be heard.

VIII. Consider and act upon the award of contract for the City of Bells Branch Street Sewer Project.

General Manager Paul Sigle provided background information for the Board. Three bids were received with Hayes Construction submitting the lowest bid of $99,962.00. Board Member Ken Brawley made a motion to award the contract to Hayes Construction contingent upon the City of Bells approving the contract. Board Member Henry Koehler seconded the motion. Motion passed unanimously.

IX. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Blackrock Construction, for the City of Sherman Progress Park Industrial Sewer Outfall Project as complete and authorizing Change Order No. 2.

General Manager Paul Sigle provided background information for the Board. Change Order No. 2 has reduced the contract price resulting in a final price of $5,795,197.94. Board Member Donald Johnston made a motion to accept the contract with Blackrock Construction as complete and authorize Change Order No. 2. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

X. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Kiewit Water Facilities South Company for the City of Sherman South Wastewater Treatment Plant – MBR Project as complete.

General Manager Paul Sigle provided background information for the Board. Board Member Scott Blackerby made a motion to accept the contract with Kiewit Water Facilities South Company as complete. Board Member Josh Wells seconded the motion. Motion passed unanimously.

XI. Consider and act upon authorizing Change Order No. 3 to the contract with H & H Electrical Contractors for the Gober MUD Pump Station Electrical Improvements Project.

General Manager Paul Sigle provided background information for the Board. Board Member Stanley Thomas made a motion to approve Change Order No. 3. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

Board Member Ken Brawley made a motion for the Board to adjourn into Executive Session. Board Member Henry Koehler seconded the motion. The Board convened to Executive Session at 12:12 p.m.

XII. Executive Session

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

a. Consultations Between Governmental Body and Its Attorney
    i. Pending or contemplated litigation.

The Board reconvened into Regular Session at 12:46 p.m. No decisions were made.

XIII. Consider and act upon a Professional Services Agreement with Freese and Nichols, Inc. to provide professional services related to the repair of the CGMA Bloomdale Ground Storage Tank.

General Manager Paul Sigle provided the Board with relevant background information. The Board recommended approval of the Professional Services Agreement with Freese and Nichols,

Inc. Board Member Josh Wells made a motion to approve the Professional Service Agreement and authorizing General Manager Paul Sigle to undertake appropriate actions—whether legal or otherwise—to protecting GTUA's interests by March 28, 2026. Board Member Josh Wells made a motion to approve, which was seconded by Board Member Ken Brawley. The motion was approved unanimously.

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

HB 500 new funds in Grants for water supply and infrastructure.

Update on discussion related to the Raw Water Study.

General Manager Paul Sigle announced he and his wife are expecting a baby girl.

XV. Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Kristofor Spiegel seconded the motion. Board President Brad Morgan declared the meeting adjourned at 12:59 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 FEBRUARY**

The following liabilities are hereby presented for payment:

| | CURRENT | PRIOR MONTH | PRIOR YEAR | % COMPLETE |
|---|---|---|---|---|
| **GENERAL:** | | | | |
| Dues and Subscriptions | | | | |
| American Express (Annual Fee) | 95.00 | | | |
| Bank of Texas Visa - (Interest for monthly expenses) | 83.62 | | | |
| Red River Valley Association - (Annual Dues for 2026) | 300.00 | | | |
| Fuel and Reimbursements for Mileage | | | | |
| Velma Starks (Reimbursement for mileage) | 20.56 | | | |
| Insurance | | | | |
| Bayless-Hall & Blanton (Insurance and Bonding | 38.00 | | | |
| TWCA Risk Management (Worker's compensation insurance) | 674.00 | | | |
| Leases/Rental Fees | | | | |
| North Texas Regional Airport (Lease - administrative offices) | 2,758.85 | | | |
| Legal Fees | | | | |
| Wynne & Smith, LLC (Agenda, Board Meeting) | 1,125.00 | | | |
| Wynne & Smith, LLC (Telephone confrence W/ Paul Sigel,South transmission line meeting W/ NTMWD, GTUA & Sherman) | 262.50 | | | |
| Meetings and Conferences | | | | |
| American Express (Texas Water Conservation membership fee) | 1,245.00 | | | |
| Feast On This (BOD Lunch) | 292.00 | | | |
| Professional Services | | | | |
| Final Details (Cleaning Service) | 585.00 | | | |
| Repair & Maintenance - Building & Equipment | | | | |
| Diamond Computers - First user set up to include all updates, connect to server shares | 292.50 | | | |
| Repair & Maintenance - Administrative and Operations Vehicles | | | | |
| Bank of Texas Visa - Autozone (wiper blades and Adapter) | 191.49 | | | |
| Bruce Stidham Grayson County Tax Assessor (2012 & 2014 Ford Truck registration) | 15.00 | | | |

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|---|---|---|---|---|
| Supplies | | | | |
| American Express (General Office Supplies,) | 410.03 | | | |
| Bank of Texas Visa (General Office Supplies) | 726.04 | | | |
| Hach (field supplies 6 each Chemkey 25 piece mono-chloromine, 8 each Chemkey 25 piece total Chlorine) | 738.90 | | | |
| Training | | | | |
| Bank of Texas Visa - (Operator N.W. Water District Class) | 495.00 | | | |
| Transportation | | | | |
| Bank of Texas Visa - (Fuel - 341.53 Operator N.W.) NTTA Toll fee (28.24 Operator B.B.) | 369.77 | | | |
| Valero Fleet Plus (Fuel - Operations Vehicles) | 636.66 | | | |
| Utilities | | | | |
| ATMOS Energy (Gas) | 695.22 | | | |
| City of Denison (Water & Sewer for the period of 12/19/2025 - 1/18/2026) | 402.35 | | | |
| City of Sherman (Trash services) | 89.00 | | | |
| Shell Energy (Electric Bldg 703 electric. For the period of 12/8/2026 - 2/5/2026) | 693.39 | | | |
| Sparklight (Internet) | 283.86 | | | |
| Bryan Bradley (Reimbursement for cell phone expenses) | 25.00 | | | |
| Nichole Murphy (Reimbursement for cell phone expences) | 25.00 | | | |
| Nicholas Williamson (Reimbursement for cell phone expences) | 25.00 | | | |
| Paul Sigle (Reimbursment for cell phone expense & internet change) | 8.34 | | | |
| Ryan Andersen (Reimbursment for cell phone expense) | 25.00 | | | |
| Richard McCool (Reimbursement for cell phone expense) | 25.00 | | | |
| Stacy Patrick (Reimbursement for cell phone expenses) | 25.00 | | | |
| Tasha Hamilton (Reimbursement for cell phone expenses) | 25.00 | | | |
| Wayne Eller (Reimbursement for cell phone expenses) | 25.00 | | | |
| **TOTAL:** | $ 13,727.08 | $ 56,687.12 | $ 62,948.96 | |
| **SOLID WASTE:** | | | | |
| Supplies | | | | |
| Bank of Texas Visa - (Denison Landfill Solid waste Kubota-radiator fan) | 139.55 | | | |
| Utilities | | | | |
| Grayson-Collin Electric - (Electric for Landfill for Methane Flare system,Truck barn & Diesel storage tanks for the period of 1/13/26 - 2/ | 280.06 | | | |
| Starr Water Supply - (Landfill water. Meter # 133 for the period of 1/18/2026 - 2/17/2026) | 36.18 | | | |
| **TOTAL:** | $ 455.79 | $ 607.58 | $ 364.24 | |
| **WASTEWATER:** | | | | |
| Construction Contracts | | | | |
| Archer Western Construction (Sherman 2024A - Lake Texoma Pump Station Expansion Pay Application #14) | 453,963.55 | | | 94% complete |
| Alterman Inc. (Sherman 2023 - Post Oak WWTP Standby Generator & Paralleling Switchgear, Pay App #2) | 2,788,045.20 | | | 57% complete |

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|---|---|---|---|
| Antero Group (Bells 2022 - WWTP Flows  Wastewater GTUA & TCEQ Coordination, Final Branch St. plans ) | 20,214.57 | | 100% complete |
| Blackrock Construction (Sherman 2025 OM - Progress Park Sewer Industrial Sewer Outfall) | 289,759.90 | | 100% complete |
| City of Sherman (Sherman 2024 - Grayson Co TX Clerk Amtek Information Service) | 209.99 | | |
| GDC Industrial, Inc. (Sherman 2024 - Post Oak WWTP - 15KV MV Loop. Pay application #8) | 631,098.94 | | 40% complete |
| Hawk Builders (Sherman 2020 CWSRF - Sherman Lab Building) | 225,745.62 | | 92% Complete |
| Kiewit Water Facilities (Sherman 2024A - WWTP MBR Pay App # 29) | 7,223,859.92 | | 100% complete |
| Kiewit Water Facilities (Sherman 2023A - Sherman WWTP Retainage) | 497,910.17 | | 100% complete |
| Lynn Vessels Construction (SHerman 2024 - Crossroads Wastewater Main Extensions. Pay App #6) | 103,362.62 | | 96% complete |
| Engineering Fees | | | |
| Antero Group (Bells 2022 - Bells Wastewater GTUA & TCEQ Coordination, Final Branch St. plans, WWTP Flows) | 11,670.12 | | |
| Freese & Nichols (Sherman 2021 -  Eastside lift station and regional sewer resolution No. 7351 | 2,593.93 | | |
| Freese & Nichols (Sherman 2021 OM - Eastside Lift Station & Regional Sewer engineering services through 01/31/2026) | 6,299.55 | | |
| Geotex (Sherman 2024A - Solids Thickening Building project set up, precon meeting, report generation) | 786.25 | | |
| Kimley Horn & Associates Inc. (WW 2023 CWSRF - WWTP Improvements through the period of 12/31/2025) | 3,150.00 | | |
| Mead & Hunt (Sherman 2025 - WWTP Relift Pump & Effluent Filter Detailed Design for Dec 2025) | 5,221.00 | | |
| Mead & Hunt (Sherman 2025 - WWTP Relift Pump & Effluent Filter Detailed Design for Jan 2026) | 10,442.00 | | |
| Mead & Hunt (Sherman 2025 - North WWTP Design and Peak Flow Expansion Study 11/1/25 - 1/31/26) | 16,651.73 | | |
| Pape-Dawson (Sherman 2024 - Sherman Program Management services through 01/03/26 - 01/30/26) | 84,743.49 | | |
| Plummer (Sherman 2024A - SWWTP - Sherman 24A - SWWTP Phase II Expansion-Phase II Expansion Conceptual Design) | 18,652.30 | | |
| Plummer (Sherman 2024A - (Sherman Industrial WW Support-Post Oak Expansion) | 315,944.28 | | |
| Plummer (Sherman 2024A - South WWTP PH2 Expansion-PH2 Expansion Conceptual Design, services through 2/20/26) | 10,798.70 | | |
| Plummer (Sherman 2024A - WWT & Reuse Master Plan, S WWTP-MBR Configuration Services 12/27/25 - 1/30/26 | 251,619.80 | | |
| Plummer (Sherman  2021 - Primary Clarifier #3 Improvements-Rehab and Grit Chamber NFPA Upgrades through 1/23/2026) | 36,256.75 | | |
| Plummer (Sherman 2023 - WWTP Electrical switchgear design-15-KV Electrical Distrubution and generator) | 23,195.64 | | |
| Teague, Nall & Perkins (Sherman 2023 - WWTP Electrical switchgear design-15-KV Electrical Distrubution and generator) | 27,810.00 | | |
| Wade Trim Inc. (Sherman 2021 OM - US HWY 82 wastewater replacement project. services through 12/26/2025) | 19,260.00 | | |
| Paying Agent Fees | | | |
| blx (Bells 2022 - Interim arbitrage rebate report for period ending 9/30/25) | 1,500.00 | | |
| blx (Henerietta 2022 - Interim Arbitrage Rebate Report for period ending 9/30/25) | 1,250.00 | | |
| blx (Kaufman 2019 - Interim arbitrage rebate report for period ending 9/30/25) | 500.00 | | |
| blx (Valley View - Interim Arbitrage Rebate Report for period ending 9/30/25) | 750.00 | | |
| blx (Sadler 2016 WW - Interim Arbitrage Rebate Report for the period ending 9/30/25) | 750.00 | | |
| **TOTAL:** | $ 13,084,016.02 | $ 2,918,435.66 | $ 1,497,150.19 |
| **WATER:** | | | |
| Advertising | | | |
| American Express (Sherman 2022 - Column Mckinney (1363.28) Column Herald Dem(336.60) Gainesville (1195.60) | 2,895.48 | | |
| Construction Costs | | | |
| Drake General Contractors (Bear Creek SUD 2024 - Pump Station #1 upgrade Pay App #9) | 1,628,224.40 | | 43% complete |
| Drake General Contractors (Bear Creek SUD 2024 - Pump Station #2.  Pay App #7) | 240,336.23 | | 21% complete |
| Drake General Contractors (Bear Creek 2024 - Pump Station #2. Project 21% complete. Pay App #6) | 240,336.23 | | 21% complete |
| Maguire Tank, Inc. (NWG WCID 2022 - Elevated storage tank #2 pay app #4) | 2,100.00 | | 79% complete |

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|---|---|---|
| City of Sherman (Sherman 2019A - Lab Project Supplies Reimbursements) | 11,459.51 | |
| City of Sherman (Sherman 2022 - Grayson County Clerk Reimbursements) | 119.34 | |
| City of Sherman (Sherman 2023A - Bore approximately 120Lf, Place Steel casing Reimbursements) | 46,800.00 | |
| City of Sherman (Sherman 2023A - 3 in W x 8 in D stainless Reimbursements) | 1,890.40 | |
| Red River Construction Co. (Sherman 2023A - WTP Sedimentation & Filter Improvements Pay App #12) | 35,534.28 | 81% complete |
| Red River Construction Co. (Sherman 2023A - WTP Flocculation & Sedimentation pay app #17A) | 7,099.55 | 97% complete |
| THI Water Well (Dorchester 2022 - Water well No. 2 & Disinfection Facilities - TWDB 21803 CID02 Pay App #1) | 331,823.36 | 10% complete |
| THI Water Well (Dorchester 2022 - Water well No. 2 & Disinfection Facilities - TWDB 21803 CID02 Pay App #2) | 340,277.08 | 20% complete |
| THI Water Well (Dorchester 2022 - Water well No. 2 & Disinfection Facilities - TWDB 21803 CID02 Pay App #3) | 587,751.32 | 38% complete |
| THI Water Well (Dorchester 2022 - Water well No. 2 & Disinfection Facilities - TWDB 21803 CID02 Pay App #4 | 386,678.50 | 49% complete |
| | | |
| Engineering Fees | | |
| | | |
| Freese and Nichols (Sherman 2023 - Lake Texoma Pump Station Expansion for the period of 12/01/25 - 12/31/25) | 43,099.35 | |
| Freese and Nichols (Sherman 2022 OM - Northwest & Southwest Pipeline engineering services through 1/31/2026) | 3,732.07 | |
| Freese and Nichols (Sherman 2022 OM - Shepherd 2.0 MGD elevated Storage Tank for services through 1/31/2026) | 8,617.83 | |
| Freese and Nichols (Regional Water Study) | 25,065.00 | |
| Freese and Nichols (Raw Water Supply Master Plan & Regional Water System Feasibility Study through 11/30/25 | 10,418.04 | |
| Geotex (Sherman 2023 - Post Oak WWTP Electrical Upgrade forJan 2026) | 4,707.88 | |
| Geotex (Sherman 2023 - Post Oak WWTP Electrical Upgrade for Dec 2025) | 7,604.25 | |
| Kimley Horn & Associates Inc. (Gainesville 2022 -Services rendered through January 31, 2026) | 2,272.50 | |
| McManus & Payne Consulting Engineers (VA 21 - TWDB Elevated Storage Tank Professional services through 2/28/2025) | 2,100.00 | |
| Parkhill (Sherman 2021 OM - Sherman emergency power generation engineering services from 12/1/25-12/31/25) | 500.00 | |
| Underwood Inc. (Sherman 2022 - 15' Access Easement being part of Lot 1X-HOA) | 450.00 | |
| | | |
| Groundwater | | |
| | | |
| American Express (NTGCD - lenovo thinkpad USB-C, Lenovo gen6 Intel, Tag meeting, NTTA 1099tax form, GoDaddy, Zulty. Solinst c | 3,639.51 | |
| American Express (RRGCD - lenovo thinkpad USB-C, Lenovo gen6 Intel,Tag meeting, GoDaddy,1099tax form, Zulty, Solinst canada) | 3,656.93 | |
| Allen Burks (NTGCD - Cell Phone Reimbursement) | 12.50 | |
| Allen Burks (RRGCD -Cell Phone Reimbursement) | 12.50 | |
| Bank of Texas Visa (NTGCD -Grayson Cty (2.00) Ziprecruiter (541.80) Chick Fil-A BOD (324.73) Home Depot (57.26) Johnson-Burks | 1,087.77 | |
| Bank of Texas Visa (RRGCD - Grayson Cty clerk (2.00), Field Supplies (8.64) Lowes (68.32) Ziprecruiter (277.20) Ziprecruiter (264.60 | 620.76 | |
| Kelley Carr (NTGCD - cell phone reimbursement) | 12.50 | |
| Kelly Carr (RRGCD - cell phone reimbursement) | 12.50 | |
| Kenneth Elliott (NTGCD - cell phone reimbursement) | 12.50 | |
| Kenneth Elliott (RRGCD - cell phone reimbursement) | 12.50 | |
| Nextraq (NTGCD GPS Tracking) | 73.90 | |
| Nextraq (RRGCD GPS Tracking) | 32.00 | |
| Paul Sigle (NTGCD - cell phone reimbursement) | 8.33 | |
| Paul Sigle (RRGCD - cell phone reimbursement) | 8.33 | |
| Valero Fleet Plus (NTGCD - Fuel) | 78.37 | |
| Valero Fleet Plus (RRGCD - Fuel) | 44.49 | |
| Velma Starks (NTGCD - mileage reimbursement) | 10.20 | |
| Velma Starks (RRGCD - mileage reimbursement) | 15.16 | |
| | | |
| Miscellaneous | | |
| | | |
| blx (Paradise 2018 - (Arbitrage Rebate Report for period ending 9/30/25) | 750.00 | |
| blx (Tom Bean 2017 - (Interim Arbitrage Rebate Report for period ending 09/30/2025) | 750.00 | |
| blx (Tom Bean 2015 - (Interim Arbitrage Rebate Report for period ending 12/01/2025) | 750.00 | |
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| Paying Agent Fees | | |
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| BOK (GTUABEARCR 2019 - semi annual paying agent fees) | 300.00 | |

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|---|---|---|---|
| BOK (NWG WCID 2022 - Semi annual paying agent fees) | 300.00 | | |
| BOK (GTUAPRINCE 2018 - Semi Annual paying agent fees) | 300.00 | | |
| BOK (GTUAPRINCE 2019 - Semi Annual paying agent fees) | 300.00 | | |
| BOK (GTUAPRINCE 2022 - Semi Annual paying agent fees) | 300.00 | | |
| | | | |
| CGMA Repair & Maintenance | | | |
| | | | |
| Brenntag Southwest (CGMA - 4 Units of Sodium Hypoclorite 10% NSF ) | 1,130.17 | | |
| Environmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines) | 1,044.00 | | |
| Texas Excavation Safety System, Inc. (CGMA - Message Fees) | 193.20 | | |
| RLC Controls Inc. - (Bloomdale pump Station transducer wire replaced and sensor and display installed) | 3,000.00 | | |
| RLC Controls Inc. - (Cellular autodialer for alarm at howe tank) | 5,375.00 | | |
| | | | |
| Supplies | | | |
| | | | |
| Hach (CGMA - Assy Pack Chemkey Total Chlorine, Invoice #14821397) | 193.90 | | |
| Hach (CGMA - Portable DO Meter, LDO Probe & Cable, HQ Protective gloves, HQ Kickstand & Handstrap | 4,742.05 | | |
| HD Supply (CGMA - Concrete Mix, Carbide Bit, Hex bolt & Nut, flat washer, Milkhouse utlity heater) | 79.09 | | |
| Lowes (CGMA - Monthly expenses for January 2026 | 225.57 | | |
| National Wholesale Supply Inc. - (Primer, Clear PVC Cement, Black Nitrile,Gasket, rubber washers, Flushometer) | 182.26 | | |
| National Wholesale Supply Inc. - (PVC Pipe Plain End, Coupling, PVC Tee, PVC Ell, PVC Female and Male Adapter) | 219.65 | | |
| USA Bluebook (CGMA - Bleed Valves) | 391.43 | | |
| | | | |
| CGMA Utilities | | | |
| | | | |
| American Express (CGMA - Team Viewer) | $ 322.70 | | |
| AT & T Mobility (CGMA - Emergency back up lines) | 69.89 | | |
| AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet) | 781.48 | | |
| Bank of Texas Visa - (Amazon, O'Reilly's, My Tires, Lawn&Timber, Auto Zone, Wal-Mart) | 910.76 | | |
| North Texas Municipal Water District (Water Usage) | 831,030.00 | | |
| Paul Sigle (Reimbursement for mileage) | 160.02 | | |
| Shell Energy (Bloomdale Pump Station) | 20,103.69 | | |
| Frontier Waste - McKinney (CGMA - Bloomdale Pump Station trash collection) | 258.64 | | |
| Valero Fleet Plus (CGMA - Fuel) | 930.97 | | |
| | | | |
| **TOTAL:** | $ 4,856,337.82 | $ 3,392,480.81 | $ 6,207,096.06 |
| | | | |
| **GRAND TOTAL:** | $ 17,954,536.71 | $ 10,751,560.29 | $ 7,767,559.45 |

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

**RESOLUTION NO. _____**

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

The following liabilities are hereby presented for payment:

| | CURRENT | PRIOR MONTH | PRIOR YEAR | % COMPLETE |
|---|---|---|---|---|
| **GENERAL:** | | | | |
| Audit | | | | |
| Pattillo, Brown & Hill, LLP - (Final bill for services in connection w/ the FY 2025 annual audit of the Authority) | 5,400.00 | | | |
| Dues and Subscriptions | | | | |
| American Express - (GoDaddy renewal, ASABE License Membership) | 559.76 | | | |
| Bank of Texas Visa - (GFOA for CAFR & Banking and Interest fee) | 616.78 | | | |
| Equipment / Supplies - Contract Operation Services | | | | |
| USA BlueBook - (Liquid DPD1B & DPD1A Tests, Expandable Sampling Dipper) | 427.97 | | | |
| USA BlueBook - (PH Buffer Pouches 10.0/20mil, PH Buffer Pouches 7.0/20mil, Ph Buffer Pouches 4.0/2mil & 4 Boxes of black latex g | 283.95 | | | |
| Fuel and Reimbursements for Mileage/Supplies | | | | |
| Allen Burks (Reimbursement for mileage) | 179.80 | | | |
| Billie Jo Tiner (Reimbursement for office supplies) | 47.20 | | | |
| Paul Sigle (Reimbursement for mileage) | 644.84 | | | |
| Ryan Andersen (Reimbursement for Uniforms) | 167.74 | | | |
| Stacy Pactrick (Reimbursement for mileage) | 135.58 | | | |
| Velma Starks (Reimbursement for mileage) | 93.00 | | | |
| Valero Fleet Plus (Fuel - Operations Vehicles & Monthly card fee) | 768.91 | | | |
| Leases/Rental Fees | | | | |
| Pitney-Bowes (Mailing system) | 331.08 | | | |
| North Texas Regional Airport (Lease - administrative offices) | 2,758.85 | | | |
| Wells Fargo Finance Center (Lease - Konica for Feb - March 2026) | 1,307.33 | | | |
| Legal Fees | | | | |
| Wynne & Smith, LLC (Review of contracts, insurance, bonds, payments and meetings) | 3,746.00 | | | |
| Miscellaneous | | | | |
| Valley View Consulting (Investment Advisory Services for Oct, Nov & Dec 2025 | 17,453.09 | | | |
| Postage | | | | |

| | | | |
|---|---|---|---|
| United States Postal Service (Meter Refill) | 500.00 | | |
| Professional Services | | | |
| Final Details (Cleaning Service) | 585.00 | | |
| Repair & Maintenance - Building & Equipment | | | |
| Diamond Computers - (Labor on system - Reamp P.S. new machine w/extended maps needed) | 237.50 | | |
| Diamond Computers - (3 New Computers to include installation, updates & conf. (Credit used on acct $2427.95) | 686.05 | | |
| Neal Plumbing - (Toliet running & Leak under bathroom - 1 sloan closet renovation kit & 2 steams and slats) | 176.93 | | |
| Repair & Maintenance - Administrative and Operations Vehicles | | | |
| Bank of Texas Visa - (O'Reilly's Field Operator N.W. Truck battery) | 254.13 | | |
| Whistle Stop Lube Center (Oil change and filter on 2023 Ram, 2016, 2019 F150 & 2022 Ford Ranger) | 369.77 | | |
| Reinalt-Thomas Corporation - (Purchase, installation & life of tire maintenance on 2 tires on 2016 F150) | 572.12 | | |
| Reinalt-Thomas Corporation - (Purchase, installation & life of tire maintenance on 4 tires for 2023 Ram) | 1,245.36 | | |
| Supplies | | | |
| American Express (Office Depot, Intuit QB) | 496.99 | | |
| Bank of Texas Visa (Office Depot, Amazon, Sparklight, FoxIt) | 2,625.48 | | |
| Transportation | | | |
| Bank of Texas Visa - (Fuel for Field Operator N.W.) | 399.35 | | |
| NexTraq (GPS tracking on GTUA trucks) | 198.00 | | |
| Utilities | | | |
| ATMOS Energy (Gas) | 279.42 | | |
| City of Denison (Water) | 404.24 | | |
| City of Sherman (Trash services) | 89.00 | | |
| Shell Energy (Electric) | 283.26 | | |
| American Express - (Zulty Inc phone lines - local & long distance) | 177.76 | | |
| Bryan Bradley (Reimbursement for cell phone expenses) | 25.00 | | |
| Nichole Murphy (Reimbursement for cell phone expences) | 25.00 | | |
| Nicholas Williamson (Reimbursement for cell phone expences) | 25.00 | | |
| Paul Sigle (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 | | |
| Tasha Hamilton (Reimbursement for cell phone expenses) | 25.00 | | |
| Wayne Eller (Reimbursement for cell phone expenses) | 25.00 | | |
| **TOTAL:** | $ 44,685.58 | $ 13,727.08 | $ 24,710.00 |

| | | | | |
|---|---|---|---|---|
| **SOLID WASTE:** | | | | |
| Fuel | | | | |
| Valero Fleet Plus (Fuel - operations vehicles) | 58.02 | | | |
| Supplies | | | | |
| Matheson Tri-Gas (Nitrogen bottle refill & Hazardous material charge) | 24.18 | | | |
| Utilities | | | | |
| Bank of Texas Visa - (Kubota & Napa Auto) | 43.80 | | | |
| Grayson-Collin Electric | 280.51 | | | |
| Starr Water Supply | 36.18 | | | |
| **TOTAL:** | $ 442.69 | $ 455.79 | $ 280.51 | |
| **WASTEWATER:** | | | | |
| Advertising | | | | |
| American Express - WW 2023 CWSRF (Column - Mckinney Gazette, Column Herald Democrat, Gainesville Ad) | 4,166.49 | | | |
| Construction Contracts | | | | |
| GDC Industrial, Inc. (Sherman 2024 - Post Oak WWTP - 15KV MV Loop. Pay application #9) | 795,593.48 | | | 47% complete |
| Plummer (Pottsboro 2019 - WWTP PH2 Construction phase. Services through 11/21/2025) | 218.00 | | | 96% complete |
| Plummer (Pottsboro 2022 - WWTP PH2 Construction phase. Services through 11/21/2025) | 3,974.00 | | | 96% complete |
| Red river Construction (Sherman 2025 - SWWTP - MBR Solids Thickening Improvements Pay App #1) | 102,695.00 | | | 1% complete |
| Engineering Fees | | | | |
| Binkley & Barfield Inc. (Sherman 2021 - Southside Industrial Sanitary Sewer Replacement from 12/01/2025 - 12/31/2025) | 900.00 | | | |
| Binkley & Barfield Inc. (Sherman 2021 - Southside Industrial Sanitary Sewer Replacement from 11/01/2025 - 11/30/2025) | 1,200.00 | | | |
| Geotex Engineering Labs (Sherman 2023 - Post Oak WWTP Electrical Upgrade for Feb 2026) | 5,394.00 | | | |
| Mead & Hunt Inc. (Sherman 2022 - TPDES Permit Amendment Support for the period of 10/01/25-10/31/25) | 467.25 | | | |
| Mead & Hunt Inc. (Sherman 2022 - TPDES Permit Amendment Support for the period of 2/1/26-2/28/26) | 849.50 | | | |
| Mead & Hunt Inc. (Sherman 2024A - Blalock Park Interceptor and sanitary sewer line improvements, services from 1/1/26-1/31/26 | 70,515.90 | | | |
| Mead & Hunt Inc. (Sherman 2024A - Blalock Park Interceptor and sanitary sewer line improvements, services from 2/1/26-2/28/26) | 8,114.58 | | | |
| Mead & Hunt Inc. (Sherman 2024 - Post Oak Digester & Blower Rehab services from 2/1/2026 - 2/28/2026) | 2,282.24 | | | |
| Mead & Hunt Inc. (Sherman 2025 - WWTP Relift Pump & Effluent Filter services from 2/1/26 - 2/28/26) | 7,831.50 | | | |
| Pape-Dawson (Sherman 2024 - Sherman Program Management services through 1/31/26-2/27/26) | 67,874.50 | | | |
| Plummer (Sherman 2024A - Primary clarifier #3 Improvements-Rehab and Grit Chamber NFPA Upgrades) | 14,842.30 | | | |
| Plummer (Sherman 2024A - WWT& Water ReuseMaster Plan, South WWTP - MBR Configuration Services) | 224,040.56 | | | |
| Wade Trim (Sherman 2024A - US-82 Wastewater Replacement Project, Services through 2/27/2026) | 24,583.64 | | | |

| | | | |
|---|---|---|---|
| **TOTAL:** | $ 1,335,542.94 | $ 13,084,016.02 | $ 22,512,416.98 |
| **WATER:** | | | |
| Construction Costs | | | |
| Archer Western Construction LLC (Sherman 2024A - Lake Texoma Pump Station Expansion Pay Application #16) | 175,361.48 | | 95% complete |
| Drake General Contractors (Bear Creek SUD - Pump Station #1 upgrade Pay App #10) | 539,126.20 | | 49% complete |
| Drake General Contractors (Bear Creek SUD 2024 - Pump Station #2 Pay App #8) | 20,104.84 | | 25% complete |
| H&H Electric Contractors, Inc. (Gober 2023 - Pump Station electrical improvements. Pay App #4) | 57,000.00 | | 84% complete |
| Maguire Iron Inc, (NWG WCID 2022 - Elevated storage tank #2 pay app #5) | 108,300.00 | | 87% complete |
| Oncor Electric Delivery Co. LLC (Sherman 2019 Ref - CIAC Bill for work order# 31176829) | 4,688.62 | | |
| Red River Construction Co. (Sherman 2023A - WTP Sedimentation & Filter Improvements Pay App #13) | 6,768.44 | | 81% complete |
| W WaterTech Services (Sherman 2023A - Brentwood Chain & Flight Installation and Training) | 15,000.00 | | |
| Engineering Fees | | | |
| Antero Group LLC ( Bells 2022 - Bells Water Tank - TWDB Funding Water for Feb 2026) | 983.75 | | |
| Dunaway (White Shed WSC - FM 1396 WW ET DIS engineering services period ending 3/20/26) | 10,120.00 | | |
| Geotex Engineering (Sherman 2024 - Shepherd Elevated Storage Tank Testing) | 1,521.38 | | |
| Freese & Nichols, Inc. (Sherman 2022 OM - Northwest & Southwest Transmission Pipeline engineering services for 12/01/25 - 12/31/2 | 6,227.42 | | |
| Freese & Nichols, Inc. (Sherman 2024A - Shepherd 2.0 MGD elevated Storage Tank for services through 2/28/26) | 21,031.83 | | |
| Freese & Nichols, Inc. (Sherman 2023 - Lake Texoma Pump Station Expansion for the period of 1/1/2026 - 1/31/2026) | 39,339.22 | | |
| Freese & Nichols, Inc. (Sherman 2023 - Lake Texoma Pump Station Expansion for the period of 2/1/2026 - 2/28/2026) | 24,574.72 | | |
| Kimley Horn & Associates Inc. (Gainesville 2022 - Foundry Water Line Improvements. Services through 2/28/26) | 4,235.00 | | |
| Parkhill (Sherman 2021 OM - Sherman emergency power generation. services from 1/1/26-1/31/26) | 3,000.00 | | |
| Groundwater | | | |
| American Express (NTGCD - TST our place Restaurant, Zulty, ESRI Renewal, TWA Meeting The Worthington, GoDaddy-renewal, Go | 1,968.89 | | |
| American Express (RRGCD - TST our place restaurant, Zulty, ESRI Renewal, TWA Meeting The Worthington) | 1,619.04 | | |
| Allen Burks (NTGCD - Reimbursement) | 12.50 | | |
| Allen Burks (RRGCD - Reimbursement) | 12.50 | | |
| Bank of Texas Visa (NTGCD - Grayson Cty, Ziprecruiter, Chick Fil-A, Home Depot, Johnson-Burks, HD, Dennards, Lowes, Fuel, Oreill | 1,361.69 | | |
| Bank of Texas Visa (RRGCD - Grayson Cty clerk, Lowes, Ziprecruiter, Foxit, BestBuy, Auto Zone) | 825.32 | | |
| Kelley Carr (NTGCD - cell phone reimbursement) | 12.50 | | |
| Kelly Carr (RRGCD - cell phone reimbursement) | 12.50 | | |
| Kenneth Elliott (NTGCD - cell phone reimbursement) | 12.50 | | |
| Kenneth Elliott (RRGCD - cell phone reimbursement) | 12.50 | | |
| Ryan Andersen (NTGCD - cell phone reimbursement) | 12.50 | | |
| Ryan Andersen (RRGCD - cell phone reimbursement) | 12.50 | | |
| NexTraq (NTGCD GPS tracking) | 73.90 | | |
| NexTraq (RRGCD GPS tracking) | 32.00 | | |
| Paul Sigle (NTGCD - cell phone reimbursement) | 8.33 | | |
| Paul Sigle (RRGCD - cell phone reimbursement) | 8.33 | | |
| Valero Fleet Plus (NTGCD - Fuel) | 344.32 | | |
| Valero Fleet Plus (RRGCD - Fuel) | 140.27 | | |

| | |
|---|---|
| Velma Starks (NTGCD - mileage reimbursement) | |
| Velma Starks (RRGCD - mileage reimbursement) | |
| Whistlestop Car Spa (RRGCD - Oil changes, etc.) | 119.51 |
| | |
| Paying Agent Fees | |
| | |
| BOK (Bells 2005 WTR - Semi-Annual Paying Agent Fee) | 250.00 |
| BOK (Bells 2022 - Semi Annual Paying Agent Fee) | 300.00 |
| BOK (CGMA WT 2005 - Semi-Annual Paying Agent Fee) | 375.00 |
| BOK (CGMA WT 2007 - Semi-Annual Paying Agent Fee) | 250.00 |
| BOK (CGMA WT 2022 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Ector WTR 2013 - Semi-Annual Paying Agent Fee) | 225.00 |
| BOK (Ector CWSRF 2017 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Gainesville 2011 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Gainesville 2011A - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Gainesville 2012 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Gainesville 2022 - Semi Annual Paying Agent Fee) | 300.00 |
| BOK (Valley View 2022 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (White Shed WSC - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Whitewright 2015 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Whitewright 2019A - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Whitwright 2023B - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Arledge Ridge 2024 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sadler WW 2016 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2013 WW - Semi-Annual Paying agent Fee) | 300.00 |
| BOK (Sherman 2014 WW - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2015A CWSRF- Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2015B DWSRF- Semi-Annual Paying agent Fee) | 300.00 |
| BOK (Sherman 2017DWSRF- Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2017A - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2019REF - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2019A - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2020CWSRF - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2021OM - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2021REF - Semi Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2022OM - Semi-Annual Paying Agnet Fee) | 300.00 |
| BOK (Sherman 2023OM - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2023A - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2024 - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Sherman 2024A - Semi-Annual Paying Agent Fee) | 300.00 |
| BOK (Paradise 2018 - Semi-Annual Paying Agent Fee) | 300.00 |
| | |
| | |
| CGMA Equipment Lease | |
| | |
| NexTraq (GPS Tracking on CGMA field operator Truck) | 33.00 |
| Trihedral, Inc. (VTScada 5K- Support Plus Renewals for Development Runtime, Alarm notifications,Thin Client-5 Pack @ 15%) | 3,282.75 |
| | |
| CGMA Repair & Maintenance | |
| | |
| Freese & Nichols (CGMA - Regional water system master plan. Services through 10/31/2025) | 30,124.96 |

| | | | |
|---|---|---|---|
| Freese & Nichols (CGMA - Regional water system master plan. Services through 11/30/2025) | 14,192.32 | | |
| Freese & Nichols (CGMA Regional Water Sysytem Master Plan. Services through 12/31/2025) | 10,748.89 | | |
| Freese & Nichols (Howe chemical feed improvements through 9/30/2025) | 2,792.99 | | |
| Freese & Nichols (Howe chemical feed improvements through 1/31/2026) | 6,919.02 | | |
| Freese & Nichols (Howe Chemical Feed Improvements through 8/31/2025) | 4,126.03 | | |
| Freese & Nichols (CGMA - Bloomdale GST Review and Construction Inspection) | 9,866.42 | | |
| Cox Services (INV #126 Uninstalled 2 old injectors and installed pre-prepared injectors) | 525.00 | | |
| Cox Services (INV #127 Removed old housing box and valve. New valve and new housing box installed) | 1,986.42 | | |
| Cox Services (INV #128 Valve, brass components and venting components removed and replaced) | 1,349.51 | | |
| Enviornmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines) | 1,044.00 | | |
| Texas Excavation Safety System, Inc. (CGMA - Message Fees for Feb & March 2026) | 343.85 | | |
| US Underwater, LLC (Dive Inspection, Leak Detection / Epoxy repair A6 Aquatapoxy, Mob/Demob at Bloomdale and Old Patterson) | 19,250.00 | | |
| Whistle Stop Lube Center (CGMA - Oil change and filter on 2023 F250, operator R.M.) | 90.34 | | |
| | | | |
| Supplies | | | |
| | | | |
| HACH - (6 each Chemkey 25 piece Free Chlorine) Invoice #14845526 | 174.30 | | |
| Hach (CGMA - Assy., Pack, Chemkey, 25 piece free ammonia Invoice # 14915549) | 716.32 | | |
| Hach (CGMA - Bench Service item # BSPSL1000 Invoice #14905309) | 691.00 | | |
| Hach (CGMA - 5 Total Chlorine Chemkey Strips, 5 Monochlorine Chemkey Strips,1box(300) Free Chlorine Chemkey strips) | 936.70 | | |
| Lowes (CGMA - Misc expenses for repairs Feb 2026 closing date 3/2/26) | 445.05 | | |
| Macaulay Controls Company (CGMA - Prominet DAC Total Chlorine Analyzer Package, Prominet Ammonia Analyzer System, and Tari | 30,435.34 | | |
| USA Bluebook (CGMA - TriView Flex-Blue 66" and FiberCurve marking post-blue 66" poly tech coating, Red reflective tape) | 1,545.43 | | |
| | | | |
| CGMA Utilities | | | |
| | | | |
| American Express (CGMA - SplashTop Remote login) | 411.81 | | |
| AT & T Mobility (CGMA - Emergency back up lines) | 69.89 | | |
| AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet) | 781.48 | | |
| Bank of Texas Visa - (Wal-Mart Field Supplies) | 10.78 | | |
| North Texas Municipal Water District (Water Usage) | 831,030.00 | | |
| Shell Energy (Bloomdale Pump Station services for 12/15/25 - 2/13/26) | 40,020.49 | | |
| Fontier Waste - McKinney (CGMA - Bloomdale Pump Station trash collection) | 126.65 | | |
| Valero (CGMA - Fuel for 2023 F250 & 2016 F150) | 778.99 | | |
| | | | |
| **TOTAL:** | $ 2,069,234.23 | $ 4,856,337.82 | $ 7,398,434.82 |
| | | | |
| **GRAND TOTAL:** | $ 3,449,905.44 | $ 17,954,536.71 | $ 29,926,842.31 |

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

**RESOLUTION NO. _____**

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

The following liabilities are hereby presented for payment:

| | CURRENT | PRIOR MONTH | PRIOR YEAR | % COMPLETE |
|---|---|---|---|---|
| **GENERAL:** | | | | |
| Dues and Subscriptions | | | | |
| American Express - (GoDaddy Buisness Pro(2625.72) Intuit (49.50) GoDaddy privacy protection(43.18) | 2,718.40 | | | |
| Government Finance Officers Association - (Membership renewal for P.S. for the period of 5/1/2026 - 4/30/2027) | 200.00 | | | |
| Texas Social Security Program - (Employee Retirement System annual dues for 2026) | 35.00 | | | |
| Equipment / Supplies - Contract Operation Services | | | | |
| USA BlueBook - (Zenner FHZ25 Hydrant Meter Gallons) | 975.53 | | | |
| Bank Of Texas Visa - (Field Supplies-Wal-Mart (39.45) Home Depot (27.52) Lowes (244.83) | 311.80 | | | |
| Hach - (2 each Chemkey 25 piece mono-chloromine, 5 each Chemkey 25 piece total Chlorine, 2 Free ammonia chemkey strips) | 545.37 | | | |
| NexTraq LLC - (GPS Tracking for all field operator trucks - NT, RR, GTUA, CGMA) | 336.90 | | | |
| Fuel and Reimbursements for Mileage | | | | |
| Kristi Krider (Reimbursement for Mileage) | 9.28 | | | |
| Tasha Hamilton (Reimbursement for mileage) | 19.43 | | | |
| Paul Sigle (Reimbursement for Mileage) | 21.32 | | | |
| Stacy Pactrick (Reimbursement for mileage) | 134.13 | | | |
| Velma Starks (Reimbursement for mileage) | 25.16 | | | |
| Valero Fleet Plus (Fuel - Operations Vehicles & Monthly card fees) | 1,729.42 | | | |
| Insurance | | | | |
| TWCA Risk Management (Workers' compensation insurance) | 607.00 | | | |
| Leases/Rental Fees | | | | |
| Pitney-Bowes (Mailing system) | | | | |
| North Texas Regional Airport (Lease - administrative offices) | 2,758.85 | | | |
| Wells Fargo Finance Center (Lease - Konica) | 570.59 | | | |
| Meetings and Conferences | | | | |
| Debi Atkins - (BOD Meeting Drinks 11/1/25 - 4/20/26) | 84.95 | | | |
| Postage | | | | |
| Bank of Texas Visa - (The UPS Store) | 35.06 | | | |
| Professional Services | | | | |

| | | | |
|---|---|---|---|
| Final Details (Cleaning Service for April 2026 | 585.00 | | |
| Repair & Maintenance - Building & Equipment | | | |
| Diamond Computers - (Labor on system - Groundwater and AR accountant on 2 servers windows 11, backing up and restoring data) | 807.50 | | |
| Diamond Computer - (Recycle delivery after destroy of data left on machines. 8 total machines) | 200.00 | | |
| Orkin Sherman 971 - (Bldg 703 pest control for 3/23/2026) | 152.72 | | |
| NovaTech - (Toner waste bottle overnight shipping cost) | 70.00 | | |
| Repair & Maintenance - Administrative and Operations Vehicles | | | |
| Bank Of Texas Visa - (Circle Star Carwash NW 14.00 Caseys Carwash N.W. 13.00) | 27.00 | | |
| Whistle Stop Oil change Center - (Field operator W.E. oil change and oil filter on 2025 Dodge ram) | 74.76 | | |
| Whistle Stop Oil change Center - (Field operator B.M. oil change and oil filter on 2022 Ford Ranger) | 70.88 | | |
| Whistel Stop Oil change center - (Field operator N.W. oil change and oil filter on 2019 F-150) | 104.62 | | |
| Supplies | | | |
| American Express (General Office Supplies -Tax 1099 -Diamond Computers) | 5.45 | | |
| Bank of Texas Visa (General Office Supplies - Amazon | 153.61 | | |
| Telephone | | | |
| American Express - (Zulty's Inc.) | 177.37 | | |
| Transportation | | | |
| Bank Of Texas Visa - (NTTA (14.12) Shell Oil Fuel NW (36.30) Shell Oil Fuel NW (40.00) Shell Oil Fuel NW (39.75) | 130.17 | | |
| Utilities | | | |
| ATMOS Energy (Gas) | 194.35 | | |
| City of Denison (Water) | 400.47 | | |
| City of Sherman (Trash services) | 89.00 | | |
| Shell Energy (Bldg 703 electric. For the period of 3/9/2026 - 4/8/2026) | 286.64 | | |
| Sparklight - (Internet Bldg 703 internet for the periods of 04/23/26 - 05/22/26) | 113.93 | | |
| Bryan Bradley (Reimbursement for cell phone expenses) | 25.00 | | |
| Bobby Miller (Reimbursement for cell phone expenses) | 25.00 | | |
| Nichole Murphy (Reimbursement for cell phone expences) | 25.00 | | |
| Nicholas Williamson (Reimbursement for cell phone expences) | 25.00 | | |
| Paul Sigle (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 | | |
| Tasha Hamilton (Reimbursement for cell phone expenses) | 25.00 | | |
| Wayne Eller (Reimbursement for cell phone expenses) | 25.00 | | |
| **TOTAL:** | $ 14,970.00 | $ 44,700.58 | $ 24,710.00 |

**SOLID WASTE:**

| | | | | |
|---|---|---|---|---|
| Supplies | | | | |
| Bank Of Texas Visa - (O'Reilly's - Gear Oil) | 34.63 | | | |
| Utilities | | | | |
| Grayson-Collin Electric - (Electric for Landfill for Methane Flare system,Truck barn & Diesel storage tanks for the period of 3/13/26 - 4/ | 284.77 | | | |
| Starr Water Supply | 36.18 | | | |
| **TOTAL:** | $ 355.58 | $ 442.69 | $ 280.51 | |
| **WASTEWATER:** | | | | |
| Construction Contracts | | | | |
| Archer Western - (Pottsboro 2022 - WWTP Expansion & Rehab for .65 MGD flow rate Pay App #30) | 200,664.32 | | | 99% complete |
| Business Essentials - (Sherman 2021 - Furniture Installation on Lab Building) | 6,245.00 | | | |
| GDC Industrial, Inc. - (Sherman 2024 - Post Oak WWTP - 15KV MV Loop. Pay application #10) | 899,711.33 | | | 54% complete |
| Hawk Builders - (Sherman 2020 CWSRF - Sherman Lab Building Remodel and Addition) | 189,663.10 | | | 99% complete |
| Red River Construction - (Sherman 2024A - Shepherd 2.0 MG elevated Storage Tank for services through 3/31/2026) | 263,150.00 | | | 5% complete |
| Engineering Fees | | | | |
| Antero Group LLC - (Bells 2022 - Bells Water Tank - TWDB Funding for water and septic) | 215.00 | | | |
| Burgess & Niple Inc. - (Sherman 2025 - Downtown WW Imp - Phase 2) | 40,000.00 | | | |
| Geotex Engineering - (Sherman 2023 OM Post Oak WWTP Electrical Upgrade, Services for March 2026) | 3,786.63 | | | |
| Geotex Engineering - (Sherman 2025 - Solids Thickening Building, Services for March 2026) | 1,478.38 | | | |
| Kimley Horn & Associates - (Sherman 2025 - Progress Park Sewer - Services through 12/31/2025) | 4,845.00 | | | |
| Kimley Horn & Associates - (Sherman 2025 - Progress Park Sewer - Services through 2/28/2026) | 1,267.50 | | | |
| Lockwood, Andrews & Newman, Inc. - (Sherman 2024 - Post Oak Creek Interceptor services through 01/02/2026) | 9,728.55 | | | |
| Lockwood, Andrews & Newman, Inc. - (Sherman 2024 - Post Oak Creek Interceptor services through 01/31/2026) | 22,099.65 | | | |
| Lockwood, Andrews & Newman, Inc. - (Sherman 2024 - Post Oak Creek Interceptor services through 2/28/2026) | 8,845.96 | | | |
| Mead & Hunt Inc - (Sherman 2024A - Blalock Park Interceptor and sewer line improvements, services from 3/1/2026 - 3/31/2026) | 14,240.12 | | | |
| Pape-Dawson - (Sherman 2024 - Sherman Program Management services through 2/28/2026 - 4/03/2026) | 67,610.26 | | | |
| Plummer - (Sherman 2024A - WWTP Electrical switchgear design-15-KV Electrical Distrubution and generator, services through 2/20/2 | 7,323.29 | | | |
| Plummer - (Sherman 2024A - WWTP Electrical switchgear design-15-KV Electrical Distrubution and generator, services through 03/27 | 18,321.78 | | | |
| Plummer - (Pottsboro 2022 - WWTP PH2 Construction phase. Services through 3/27/2026) | 10,480.00 | | | |
| Plummer - (Sherman 2024A - WWT & Water Reuse Master Plan, S WWTP-MBR Configuration Services for 2/28/26 - 3/27/26) | 149,992.60 | | | |
| Wade Trim Inc. - (Sherman 2024A US-82 Wastewater Replacement Project, Services through 3/27/2026) | 10,356.36 | | | |
| **TOTAL:** | $ 1,930,024.83 | $ 1,335,542.94 | $ 22,512,416.98 | |
| **WATER:** | | | | |
| Arbitrage Fees | | | | |
| United States Treasury - (Gober 2021 Arbitrage payment) | 33,137.09 | | | |
| Assessment Fees | | | | |
| TCEQ - (TCEQ municipal water assessment fee Lake Texoma 10 WIF) | 1,439.00 | | | |

| | | |
|---|---|---|
| TCEQ - (TCEQ municipal water assessment fee Lake Texoma 11) | 1,439.00 | |
| Advertising | | |
| American Express - (White Shed WSC Column Mckinney (1545.35) Column Herald Dem(392.04) Gainesville Register(1618.40) | 3,555.79 | |
| Construction Costs | | |
| Drake General Contractors - (Bear Creek SUD 2024 - Pump Station #2 Pay App #9) | 658,418.88 | 33% complete |
| Drake General Contractors - (Bear Creek SUD 2024 - Pump Station #1 upgrade. Pay App #11) | 395,321.83 | 52% complete |
| Kitching & Co, LLC - (Sherman 2024 - Miscellaneous water line improvements Pay App #5) | 17,275.84 | 71% complete |
| Maguire Iron, Inc. - (North West Grayson WCID 2022 - Elevated storage tank #2 pay app #6) | 38,000.00 | 90% complete |
| Landmark Structures I, LP - (Sherman 2024 - Shepherd 2.0 MG Elevated Storage Tank) | 794,287.87 | 5% complete |
| THI Water Well - (Dorchester 2022 Water well No. 2 & Disinfection Facilities - TWDB 21803 CID02 Pay App #5) | 245,753.79 | 57% complete |
| Underwood Inc. - (WW 2019 DWSRF - Water line improvement project Pay App #16 Remaining) | 56,308.48 | 100% complete |
| Viking Industrial Painting - (Sherman 2024A Stephens PS & GST Facility Improvements Pay App # 10) | 290,430.00 | 87% complete |
| Viking Industrial Painting - (Sherman 2024A Stephens PS & GST Facility Improvements Pay App # 11) | 900.00 | 87% complete |
| Viking Industrial Painting - (Sherman 2024A Stephens PS & GST Facility Improvements Pay App # 12) | 22,500.00 | 89% complete |
| Engineering Fees | | |
| Dunaway - (White Shed WSC - FM 1396 WW ET DIS engineering services period ending 4/17/2026) | 10,120.00 | |
| Freese & Nichols, Inc. - (Sherman 2023 - Lake Texoma Pump Station Expansion for the period of 3/1/26 - 3/31/2026) | 27,857.36 | |
| Freese & Nichols, Inc. - (Sherman 2024A - Shepherd 2.0 MG elevated Storage Tank for services through 3/31/2026) | 12,994.10 | |
| GeoTex - (Sherman 2024A - Shepherd Elevated Storage Tank Testing) | 4,659.75 | |
| Parkhill, Smith & Cooper, Inc. - (Sherman 2021 OM - Sherman emergency power generation. services from 2/1/26 - 2/28/26) | 3,500.00 | |
| Groundwater | | |
| American Express (NTGCD - GoDaddy microsoft 365 buisness renewal(359.64) Zulty(177.35) NTTA (40.00) GoDaddy Airo Plus(14.99 | 591.98 | |
| American Express (RRGCD - GoDaddy microsoft 365 email essentials(178.83) Zulty(177.35) GoDaddy website Builder(383.63) GoDac | 2,567.55 | |
| Allen Burks (NTGCD - Cell Phone Reimbursement) | 12.50 | |
| Allen Burks (RRGCD - Cell Phone Reimbursement) | 12.50 | |
| Awards Unlimited - (NTGCD - 1 Trodat 4913 Signature Stamp - 2 Names) | 39.95 | |
| Bank of Texas Visa (NTGCD Grayson Cty(4.00) 82 Travel Center(9.73) Home Depot(227.21) Auto Zone(68.17) UPS Store(35.06) Chi | 682.27 | |
| Bank of Texas Visa (RRGCD - (Johnson Burks(52.30) Home Depot (170.40) Brookshires Fuel (77.19) | 299.89 | |
| Kelley Carr (NTGCD - cell phone reimbursement) | 12.50 | |
| Kelley Carr (RRGCD - cell phone reimbursement) | 12.50 | |
| Kenneth Elliott (NTGCD - cell phone reimbursement) | 12.50 | |
| Kenneth Elliott (RRGCD - cell phone reimbursement) | 12.50 | |
| Paul Sigle (NTGCD - cell phone reimbursement) | 8.33 | |
| Paul Sigle (RRGCD - cell phone reimbursement) | 8.33 | |
| Paul Sigle (NTGCD - mileage reimbursement) | 379.21 | |
| Paul Sigle (RRGCD - mileage reimbursement) | 272.77 | |
| Ryan Andersen (NTGCD - cell phone reimbursement) | 12.50 | |
| Ryan Andersen (RRGCD - cell phone reimbursement) | 12.50 | |
| Valero Fleet Plus (NTGCD - Fuel) | 596.70 | |
| Velma Starks (NTGCD - mileage reimbursement) | 22.86 | |
| Velma Starks (RRGCD - mileage reimbursement) | 29.97 | |
| Paying Agent Fees | | |

| | | | |
|---|---|---|---|
| BLX - (Gober 2021 - Interim Arbitrage Rebate Report for the period ending 03/02/2026) | 750.00 | | |
| BLX - (Northwest Grayson 2014 - Interim Arbitrage Rebate Repor for period ending 09/30/2025) | 750.00 | | |
| | | | |
| CGMA Fuel & Mileage Reimbursement | | | |
| | | | |
| Kristi Krider (Mileage Reimbursement) | 17.40 | | |
| Paul Sigle (Mileage Reimbursement) | 35.96 | | |
| Stacy Patrick (Mileage Reimbursement) | 58.73 | | |
| Tasha Hamiliton (Mileage Reimbursement) | 53.65 | | |
| | | | |
| CGMA Repair & Maintenance | | | |
| | | | |
| Brenntag Southwest (CGMA - 4 Units of Sodium Hypoclorite 10% NSF) | 1,351.27 | | |
| Enviornmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines) | 1,112.00 | | |
| Equipment Share - (Idler Pulley-Capitol and Rotary corp Key) | 39.09 | | |
| Matheson Tri Gas (CGMA - Nitrogen bottle refill & Hazardous material charge) | 24.18 | | |
| RLS Controls - (Melissa South Elevated Storage Tank Meter Vault repairs) | 5,819.30 | | |
| Texas Excavation Safety System, Inc. (CGMA - Message Fees) | 197.80 | | |
| Whistle Stop Oil Change Center - (Field Operator B.B. Oil change and filter on 2016 F-150) | 139.04 | | |
| Whistle Stop Oil Change Center - (Field Operator R.M. Oil change and filter on 2023 F-250) | 94.24 | | |
| | | | |
| Supplies | | | |
| | | | |
| Hach - (2 each Chemkey 25 piece mono-chloromine, 5 each Chemkey 25 piece total Chlorine, 3 Free ammonia chemkey strips) | 545.38 | | |
| HD Supply - (Home Depot Pro Account - Square Catch Basin Kit, Ratchet Strap 4PK, Corex solid Drain Pipe) | 225.10 | | |
| HD Supply - (Home Depot Pro Account - Steel Hasp Latch and Anvil 14 T Welded Bow Rake) | 49.37 | | |
| HD Supply - (Home Depot Pro Account - Husky 5/8 IN X 50 Ft Heavy Duty Hose) | 32.45 | | |
| HD Supply - (Home Depot Pro Account - Melnor Thumb Cntrl 8-Pattern Nozzle, TruFuel 50:1 110 OZ) | 65.95 | | |
| Midway Lock and Key - (7 Duplicate Keys, 12 Rekey, 12 Master Padlocks, 1 Tri-Flow Lock Lube) | 559.28 | | |
| Lowes (CGMA - Monthly expenses for March 2026) | 319.23 | | |
| | | | |
| CGMA Utilities | | | |
| | | | |
| AT & T Mobility (CGMA - Emergency back up lines) | 781.48 | | |
| AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet) | 69.89 | | |
| Bank of Texas Visa (Lawn & Timber (499.33) Harbor Freight (317.14) Flanagans Outdoor (16.23) O'Reilly's (27.57) Tractor Supply (10 | 969.55 | | |
| North Texas Municipal Water District (Water Usage) | 831,030.00 | | |
| Shell Energy (Bloomdale Pump Station electricity for period of 2/13/2026 - 4/16/2026 | 45,447.38 | | |
| Fontier Waste - McKinney (CGMA - Bloomdale Pump Station trash disposal for the period of April 2026) | 115.82 | | |
| Valero (CGMA - Fuel for 2023 F250) | 1,363.43 | | |
| | | | |
| **TOTAL:** | $ 3,479,500.47 | $ 2,069,234.23 | $ 7,389,434.82 |
| | | | |
| **GRAND TOTAL:** | $ 5,424,850.88 | $ 3,449,920.44 | $ 29,926,842.31 |

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

## CHANGE ORDER NO. 2

| | | |
|---|---|---|
| Project: | Sherman Laboratory Services Building Addition & Remodel | Date: 08/25/2025 |
| Owner: | Greater Texoma Utility Authority for City of Sherman | TWDB Project No. 73846 CID 04 |
| Contractor: | Hawk Builders, LLC | Contractor Project No. 24-005 |
| Engineer: | Freeman-Millican, Inc. | Engineer Project No. 20022 |

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

PROJECT MANUAL: No changes.

DRAWINGS: Refer to attached Excerpt from Sheet C3.2 Grading and Drainage Plan, issued 08/25/2025, Proposal Change Request. The change in the downspouts on the south side of the laboratory addition and dropping finished grade from 3" to 6" below finish floor elevation requires the modifications described in the attachments. The need for these modifications was observed and verified on site by representatives of the Engineer and City of Sherman.

| | |
|---|---|
| Original Contract Amount: | $2,679,183.00 |
| Net Additions & (Reductions) Previous Change Orders: | $3,880.02 |
| Addition or (Reduction) this Change Order: | $8,780.00 |
| **Revised Contract Amount:** | **$2,691,843.02** |

| | |
|---|---|
| Original Contract Time: | 365 Days |
| Net Extensions & (Reductions) Previous Change Orders: | 0 Days |
| Extension or (Reduction) this Change Order: | 0 Days |
| **Revised Contract Time:** | **365 Days** |

STATE OF TEXAS
DAVID E. GATTIS
36563
LICENSED
PROFESSIONAL ENGINEER

Recommended: David E Gattis, P.E. 36563 8-25-25 David E. Gattis — 08/25/2025

Engineer: Freeman-Millican, Inc. — Date

Approved: — 8/27/2025

Contractor: Hawk Builders, LLC — Date

Approved:

Owner: Greater Texoma Utility Authority for City of Sherman — Date

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

# Proposal Change Request

TO: Greater Texoma Utility Authority
288 Post Oak Road
Sherman, Tx, 75090

Number: 002
Date: 08/04/2025
Job: GTUA/City of Sherman Laboratory

Description: Adjust grading plan

Reason: Engineer design change

Source: Civil Engineer

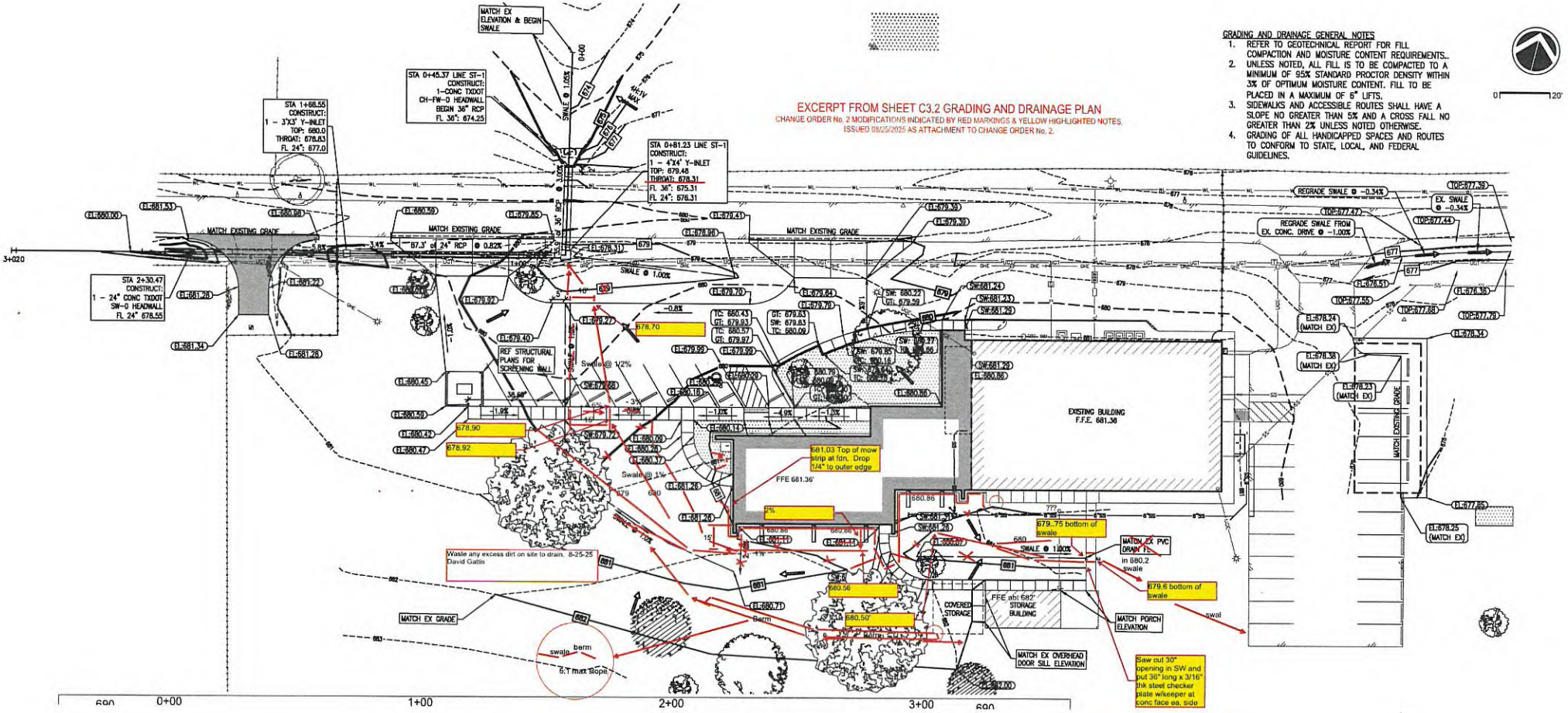
| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|---|---|---|---|---|---|---|
| North West Grading | | | | $2,500.00 | | $2,500.00 |
| South East Grading | | | | $3,250.00 | | $3,250.00 |
| Sidewalk Demo and Checker Plate | | | | $2,000.00 | | $2,000.00 |
| | | | | | Subtotal: | $7,750.00 |
| | | Overhead & profit | | | 10.00% | $775.00 |
| | | Bonding Fee | | | 3.00% | $255.00 |
| | | | | | **Total:** | **$8,780.00** |

Please note that Hawk Builders will require an extra 0 days.

If you have any questions, please contact me at shawkins@hawkbuildersdev.com

Submitted By: Seton Hawkins
Hawk Builders

Approved By:
Date:


EXCERPT FROM SHEET C3.2 GRADING AND DRAINAGE PLAN
CHANGE ORDER No. 2 MODIFICATIONS INDICATED BY RED MARKINGS & YELLOW HIGHLIGHTED NOTES.
ISSUED 09/25/2025 AS ATTACHMENT TO CHANGE ORDER No. 2.
GRADING AND DRAINAGE GENERAL NOTES
1. REFER TO GEOTECHNICAL REPORT FOR FILL COMPACTION AND MOISTURE CONTENT REQUIREMENTS..
2. UNLESS NOTED, ALL FILL IS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY WITHIN 3% OF OPTIMUM MOISTURE CONTENT. FILL TO BE PLACED IN A MAXIMUM OF 6" LIFTS.
3. SIDEWALKS AND ACCESSIBLE ROUTES SHALL HAVE A SLOPE NO GREATER THAN 5% AND A CROSS FALL NO GREATER THAN 2% UNLESS NOTED OTHERWISE.
4. GRADING OF ALL HANDICAPPED SPACES AND ROUTES TO CONFORM TO STATE, LOCAL, AND FEDERAL GUIDELINES.
0
120'
MATCH EX ELEVATION & BEGIN SWALE
STA 0+45.37 LINE ST-1 CONSTRUCT: 1-CONC TXDOT CH-FW-0 HEADWALL BEGIN 36" RCP FL 36": 674.25
STA 1+68.55 CONSTRUCT: 1 - 3'X3' Y-INLET TOP: 680.0 THROAT: 676.83 FL 24": 677.0
STA 0+81.23 LINE ST-1 CONSTRUCT: 1 - 4'X4' Y-INLET TOP: 679.48 THROAT: 678.31 FL 36": 675.31 FL 24": 676.31
STA 2+30.47 CONSTRUCT: 1 - 24" CONC TXDOT SW-0 HEADWALL FL 24" 678.55
MATCH EXISTING GRADE
87.3' of 24" RCP @ 0.82%
SWALE @ 1.00%
REF STRUCTURAL PLANS FOR SCREENING WALL
Swale @ 1/2%
678.90
678.92
678.70
681.03 Top of mow strip at fdn. Drop 1/4" to outer edge
FFE 681.36'
EXISTING BUILDING F.F.E. 681.36
679..75 bottom of swale
MATCH EX PVC DRAIN FL in 680.2 swale
679.6 bottom of swale
swal
Waste any excess dirt on site to drain. 8-25-25 David Gattis
MATCH EX GRADE
swale
berm
6:1 max slope
Berm
COVERED STORAGE
FFE abt 682' STORAGE BUILDING
MATCH PORCH ELEVATION
MATCH EX OVERHEAD DOOR SILL ELEVATION
Saw cut 30" opening in SW and put 36" long x 3/16" thk steel checker plate w/keeper at conc face ea. side
REGRADE SWALE @ -0.34%
EX. SWALE @ -0.34%
REGRADE SWALE FROM EX. CONC. DRIVE @ -1.00%
MATCH EXISTING GRADE
0+00
1+00
2+00
3+00

## CHANGE ORDER NO. 3

| | | |
|---|---|---|
| Project: | Sherman Laboratory Services Building Addition & Remodel | Date: 3/4/2026 |
| Owner: | Greater Texoma Utility Authority for City of Sherman | TWDB Project No. 73846 CID 04 |
| Contractor: | Hawk Builders, LLC | Contractor Project No. 24-005 |
| Engineer: | Freeman-Millican, Inc. | Engineer Project No. 20022 |

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

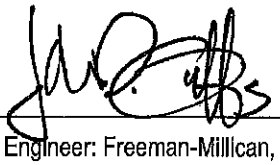
PROJECT MANUAL: No changes.

DRAWINGS:

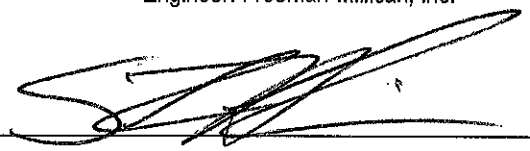
1. Refer to Sheet E2.2 Power Plan – Remodel. Modify electrical system per attached Excerpt from Sheet E2.2 to provide power to equipment in Micro Lab 126 and Solids Lab 'B' 128.
2. Refer to Sheet M1.2 HVAC Plan – Remodel. Delete new 4-ton A/C condenser no. 1. This condenser was installed under a separate contract.
3. Refer to Drawing 2 on Sheet A6.2, interior elevation of the Custody Lab. Delete the pass-through cabinet.
4. Refer to Sheet A7.5 Floor Finishes Plan – Remodel. Replace existing carpet at Work Stations 124 and 136. Install new carpet per attached Excerpt from Sheet A7.5.
5. Refer to Sheet A5.1 Finish Schedule. Patch and paint walls in the existing building at locations identified by the Owner and Contractor.
6. Refer to Sheet P1.1. Install faucet at sink SK1 in Conference Room 105.
7. Refer to Sheet P1.3 Plumbing Plan – Remodel – Above Floor. Instead of re-installing the existing faucet, install new faucet at sink SK5 in Pretreatment Wet Lab 147.
8. Refer to Sheet E1.2 Gate Access Site Plan. Delete the site gate controller. Controller will be installed under separate contract.

| | |
|---|---|
| Original Contract Amount: | $2,679,183.00 |
| Net Additions & (Reductions) Previous Change Orders: | $12,660.02 |
| Change Order No. 3 | |
| Electrical Upgrades for Solids Lab and Micro Lab | $7,396.00 |
| Credit for HVAC Condenser Installed by Others | ($4,000.00) |
| Credit for Pass-Through Cabinet | ($900.00) |
| Install Carpet at Existing Workstations Area | $3,355.00 |
| Patch & Paint Walls in Existing Building | $4,350.00 |
| Install Faucet at Conference Room Sink SK6 | $650.00 |
| Install Faucet at Pretreatment Wet Lab Sink SK5 | $715.00 |
| Credit of Site Gate Controller Installed by Others | ($843.00) |
| Subtotal: | $10,723.00 |
| Overhead & Profit (10%) | 1,072.30 |
| Bonding Fee (3%) | 353.86 |
| Addition or (Reduction) Change Order No. 3: | $12,149.16 |
| **Revised Contract Amount:** | **$2,703,992.18** |

| | |
|---|---|
| Original Contract Time: | 365 Days |
| Net Extensions & (Reductions) Previous Change Orders: | 0 Days |
| Extension or (Reduction) this Change Order: | 0 Days |
| **Revised Contract Time:** | **365 Days** |

Recommended:  03/04/2026

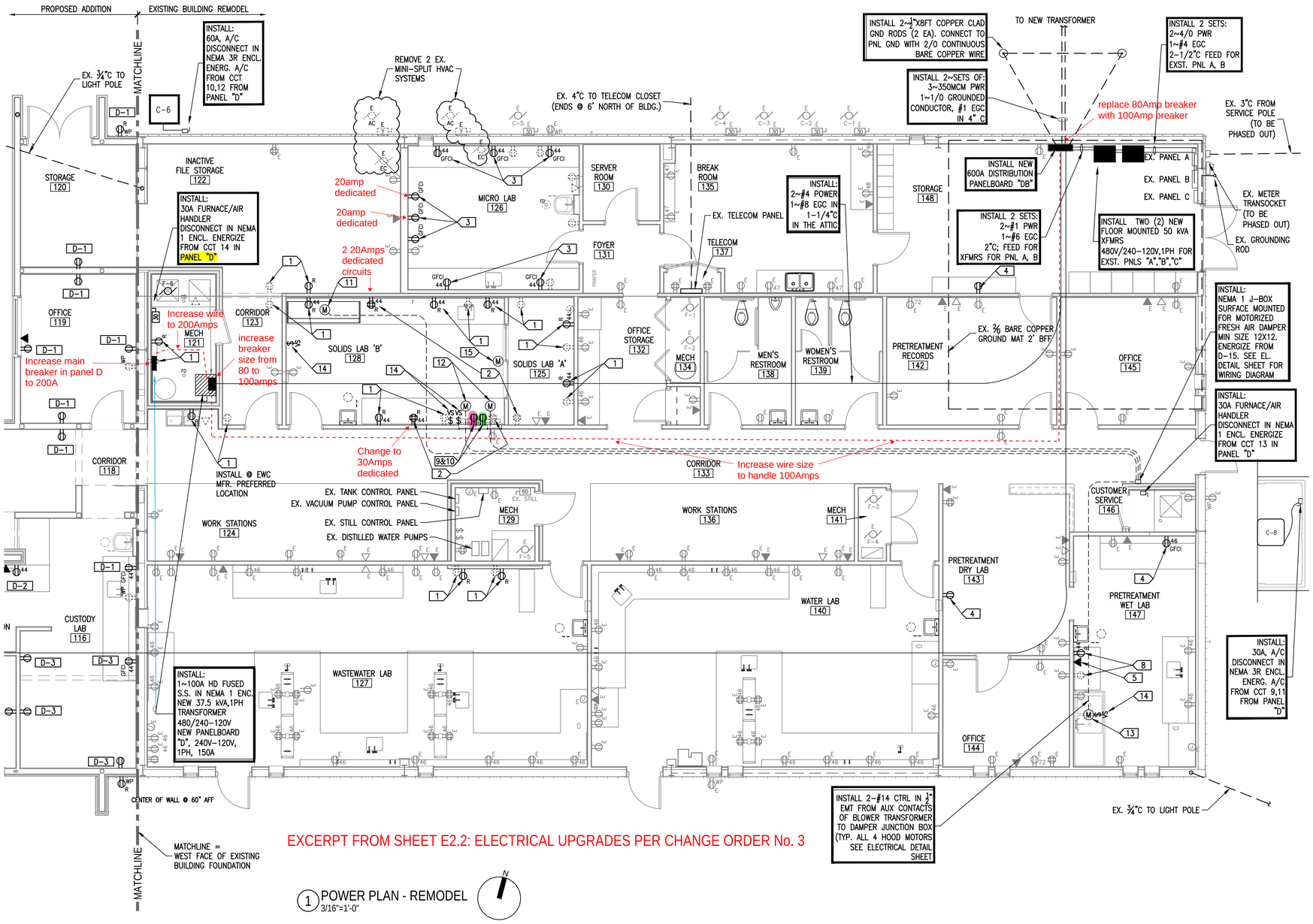
Engineer: Freeman-Millican, Inc. Date

Approved:  3/5/2026

Contractor: Hawk Builders, LLC Date

Approved:

Owner: Greater Texoma Utility Authority for City of Sherman Date




EXCERPT FROM SHEET E2.2: ELECTRICAL UPGRADES PER CHANGE ORDER No. 3

1 POWER PLAN - REMODEL
3/16"=1'-0"

LEGEND: POWER PLAN (ADDITION & REMODEL)

- EXISTING RECEPTACLE TO REMAIN
- REMOVE EXISTING RECEPTACLE
- RELOCATED EXISTING RECEPTACLE (IN NEW LOCATION)
- PROPOSED DUPLEX RECEPTACLE
- CENTER RECEPTACLE 44" A.F.F.
- GFCI RECEPTACLE
- WEATHERPROOF RECEPTACLE
- 240V, 20A RECEPTACLE
- PROPOSED QUADRIPLEX RECEPTACLE
- REMOVE EXISTING DATA OR TELEPHONE JACK
- EXISTING DATA JACK TO REMAIN
- EXISTING TELEPHONE JACK TO REMAIN
- PROPOSED CAT6 DATA JACK
- PROPOSED FLOOR MOUNTED CAT6 DATA JACK
- PROPOSED HDMI JACK
- PROPOSED FLOOR MOUNTED HDMI JACK
- REMOVE EXISTING HVAC CONDENSER UNIT
- REMOVE EXISTING HVAC EVAPORATOR UNIT
- EXISTING HVAC CONDENSER MOTOR TO REMAIN
- PROPOSED HVAC CONDENSER MOTOR
- REMOVE EXISTING DISCONNECT SWITCH
- EXISITNG 30A DISCONNECT SWITCH TO REMAIN
- PROPOSED 30A DISCONNECT SWITCH
- EXISTING UPFLOW FURNACE TO REMAIN
- PROPOSED UPFLOW FURNACE
- REMOVE EXISTING J-BOX
- EXISTING J-BOX TO REMAIN
- NOTE REFERENCE

POWER PLAN – REMODEL NOTES:

1. RELOCATE EXISTING 120V, 20A DUPLEX RECEPTACLE. WIRE TO PNL "D".
2. RELOCATE EXISTING 120V, 20A QUADRIPLEX RECEPTACLE. WIRE TO PNL "D".
3. INSTALL NEW 120V, 20A GFCI DUPLEX RECEPTACLE. WIRE TO PNL "D".
4. INSTALL NEW 120V, 20A DUPLEX RECEPTACLE. WIRE TO EXST. PNL.
5. INSTALL NEW CAT6 DATA JACK.
6. WHERE EXISTING RECEPTACLES ARE REMOVED OR RELOCATED, PATCH REMAINING HOLE IN WALL WITH GYPSUM BOARD AND REFINISH TO MATCH SURROUNDING WALL.
7. AT ALL PROPOSED DATA AND TELEPHONE JACKS, PROVIDE 1" CONCEALED CONDUIT WITH PULL STRING TO TOP OF WALL. TOP OF CONDUIT TO BE ACCESSIBLE IN ATTIC.
8. RELOCATE RECEPTACLES AND KEEP ON EXISTING CCT.
9. INSTALL 2~240V, 20A RECEPTACLES AT 44" AFF FOR USE BY OWNER'S EXISTING MUFFLE FURNACES 1 AND 2. FEED FROM PANEL "D", CCT 16, 18.
10. FIELD VERIFY WITH OWNER THAT 6-20R IS CORRECT RECEPTACLE CONFIGURATION FOR MUFFLE FURNACE 1, AND L6-20R IS CORRECT RECEPTACLE CONFIGURATION FOR MUFFLE FURNACE 2.
11. BLOWER 1 AT FUME HOOD FH-1: ENERGIZE ENERGIZE FROM PNL "D" CCT 15.
12. BLOWERS 2 & 3 AT EXTRACTION ARMS EA-1: ENERGIZE FROM PNL "D" CCT 15.
13. BLOWER 4 AT CANOPY HOOD CH-1: ENERGIZE FROM PNL "D" CCT 15.
14. INSTALL VARIABLE SPEED BLOWER CONTROL DIAL. SEE HVAC PLAN – REMODEL 1/M1.2 FOR MOUNTING LOCATIONS.
15. ENERGIZE OPERATOR, ACTIVATION SENSOR, AND SAFETY SENSORS AT DOOR 119 PER DOOR MANUFACTURER'S REQUIREMENTS. EXTEND POWER FROM NEAREST RECEPTACLE CIRCUIT.

PROPOSED ADDITION

EXISTING BUILDING REMODEL

MATCHLINE

BASE CABINET

BASE CABINET

BASE CABINET

PLENUM

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

PLENUM

BASE CABINET

BASE CABINET

SEE ELEVATION 4/A6.3
FOR TILE ON WALLS
@ EWC ALCOVE

28'

25'-2"

201.86 Sq feet

7'-2"

180.36 Sq feet

7'-2"

PLENUM

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

BASE CABINET

MATCHLINE =
WEST FACE OF EXISTING
BUILDING FOUNDATION

MATCHLINE

EXCERPT FORM SHEET A7.5: ADDITIONAL CARPET AREAS PER CHANGE ORDER No. 3

N

1 FLOOR FINISHES PLAN - REMODEL
1/4"=1'-0"

LEGEND
FLOOR FINISHES PLAN

- EXISTING CONCRETE FLOOR TO REMAIN
- EXISTING 12"x12"x⅛" VINYL COMPOSITION TILE FLOOR TO REMAIN
- EXISTING CARPET FLOOR TO REMAIN
- PROPOSED CONCRETE FLOOR SMOOTH TROWEL INTERIOR BRUSH FINISH EXTERIOR
- PROPOSED 12"x24"x⅜" PORCELAIN TILE FLOOR
- PROPOSED 2"x2"x⅜" PORCELAIN MOSAIC TILE FLOOR
- PROPOSED 12"x12"x⅛" VINYL COMPOSITION TILE FLOOR
- PROPOSED CARPET FLOOR

**AGENDA ITEM VIII**

# Change Order

Date of Issuance: 03/13/2026

No. 1

| | |
|---|---|
| Project: Post Oak WWTP Swgr and Genset Procure | Project No.: 1514-U, 635100 |
| Owner: City of Sherman | Date of Contract: 12/08/2023 |
| Contractor: Alterman, Inc. | |

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

**Description**: Adjust the 15KV paralleling switchgear from the original "soft-transition" configuration to a "hard-transition" configuration.

**Justification:** Oncor has additional transfer trip requirements when paralleling greater than 2MW that would require upgrades at their substation. To avoid these upgrades and their costs, the paralleling switchgear will be reconfigured to a <100ms "hard-transition".

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

$6,008,900.00

Increase from previously approved Change Orders No. NA to No. NA:

$ 0.00

Contract Price prior to this Change Order:

$ 6,008,900

Increase of this Change Order:

$ 30,000

Contract Price incorporating this Change Order:

$ 6,038,900

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

Substantial completion days: 700

Substantial completion date: 11/7/2025

Increase from previous Change Orders No. NA to No. NA:

Substantial completion days: 700

Substantial completion date: 11/7/2025

Contract Times prior to this Change Order:

Substantial completion days:

Substantial completion date:

Increase of this Change Order:

Substantial completion days: 90

Substantial completion date: 2/5/2026

Contract Times with all approved Change Orders:

Substantial completion days: 790

Substantial completion date: 2/5/2026

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: Shane Hazard |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Date: 4/9/2026 | Date: 2026-03-16 | Date: 3/16/2026 |

**Cost Proposal No.**
**RFP-01**
**Description**

**TO:** City of Sherman
317 S. Travis, 2nd Floor
Sherman, Tx 75090
**ATTN:** Jacob Pannell

**JOB NAME:** Post Oak WWTP SWGR and Genset Pro. Date: **March 13, 2026**

**REFERENCE:** Oncore Requested Changes

Alterman Job # **635100**

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

| | | |
|---|---|---|
| **X** | Additional Amount of | **$ 30,000.00** |
| | Deductive Amount of | $ - |
| | No Change in Contract Amount | |

This pricing is based on the following conditions:

**X** Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

**3 Mos.** Calendar days extension of Contract time is required once approved submittals are approved

**X** Exclusions or conditions that vary from our Contract Agreement are as follows:

**Due to the Changes to the paralleling switch gear that Oncor has requested. Then extending the time frame for 3 months for the changes.**

Complete pricing breakdown for our work is attached for your review.

**Shane Hazard**
ALTERMAN REPRESENTATIVE

# AGENDA ITEM IX

| | | | |
|---|---|---|---|
| **Project:** | Lake Texoma Pump Station Expansion | **Project Number:** | |
| **Owner:** | GTUA- City of Sherman | 23287.4 | |
| **Contractor:** | Archer Western | | |
| **Engineer:** | Freese and Nichols, Inc | | |

**Contract Amendment No.:** 1 **Effective Date of the Contract:** 09/30/2024

**Make the following modifications to the Contract Documents:**

The Substantial Completion date is being changed. The original date was 11/12/2025. The contract period is being increased by 93 days due to owner procured equipment delay. The new Substantial Completion date is 2/13/2026. All other conditions and terms in the original contract remain the same.

*This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.*

| | | |
|---|---|---|
| a | **Original Contract Price** | 17,857,469.00 |
| b | **Previously Approved Change Order Amounts** | 0 |
| c | **Adjusted Contract Price ( a + b )** | 17,857,469.00 |
| d | **Change Order Amount** | 0 |
| e | **Revised Contract Price ( c + d )** | 17,857,469.00 |
| f | **Percent Change to Date** | % |
| g | **Change in Days this Contract Amendment** | 93 days |

| **Completion Dates:** | | **Original** | | **Previous** | | **Current** |
|---|---|---|---|---|---|---|
| **Substantial Completion** | h | 11/12/2025 | i | 11/12/2025 | j | 2/13/2026 |
| **Final Completion** | k | 02/12/2026 | l | 02/12/2026 | m | 5/18/2026 |

**Recommended by:** Design Engineer

| | |
|---|---|
| | 5/1/26 |
| *Name* | *Date* |

**Recommended by:** Program manager

| | |
|---|---|
| | 5/5/2026 |
| *Name* | *Date* |

**Approved by:** Archer Western

| | |
|---|---|
| | 5/5/26 |
| *Name* | *Date* |

**Approved by:** City of Sherman

| | |
|---|---|
| | 5/6/2026 |
| *Name* | *Date* |

**Approved by:** GTUA

| | |
|---|---|
| | |
| *Name* | *Date* |

# AGENDA ITEM XI

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **May 13, 2026**

**SUBJECT:** **AGENDA ITEM NO. XI**

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

**CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026 (LAKE KIOWA 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 the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Lake Kiowa Special Utility District Project), including the adoption of a resolution approving the issuance of such bonds.

## BACKGROUND
Lake Kiowa Special Utility District reached out to the Authority about funding projects for waterline improvements. 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 $6,610,000 for the Phase 5 Waterline Improvements Project. The issuance will include funds for construction only and Lake Kiowa SUD is using local funds for engineering costs.

## CONSIDERATIONS
The Authority is set to receive bids for the Bonds on Monday, May 18th with the Board approving the award of the Bonds at the Board meeting. Lake Kiowa SUD will consent to the issuance of the bonds at their Special Called Board Meeting on Wednesday, May 20th at 9:00 AM. The Bonds are scheduled to close on June 18th. Additionally, S&P Global rate the bonds as an "A".

Garry Kimball, Authority's Financial Advisor, will be present to present the bid the Authority received for the bond issuance.

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

## STAFF RECOMMENDATIONS
Recommendation will be provided at the Board meeting

## ATTACHED
Bond Resolution
Timetable

**BOND RESOLUTION**

**$_____**

**GREATER TEXOMA UTILITY AUTHORITY**
**CONTRACT REVENUE BONDS**
**SERIES 2026**
**(LAKE KIOWA SPECIAL UTILITY DISTRICT PROJECT)**

**Adopted: May 18, 2026**

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A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority authorizing the issuance of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Lake Kiowa Special Utility District Project)" for the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the Lake Kiowa 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 Series 2026 Project more fully described in Section 1 hereof; and

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

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

(b) A consulting engineer has certified to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project (herein defined);

(c) The Lake Kiowa Special Utility District will approve this resolution authorizing the issuance of the Bonds as to form and content and shall acknowledge that the payment of principal of and interest on such Bonds is payable, in whole or in part, from payments to be made by the Lake Kiowa Special Utility District, under and pursuant to the Contract;

(d) The Bonds mature on August 15 in each of the years in which they are scheduled to mature;

(e) This Resolution provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Bonds as the same become due; and

(f) This Resolution provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis on the Outstanding Bonds Similarly Secured as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Bonds) for the payment of principal of and interest on all obligations to be secured by a 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 this Resolution;

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Revenue bonds of the Authority shall be and are hereby authorized to be issued as a series in the aggregate principal amount of $_____ to be designated and bear the title "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Lake Kiowa Special Utility District Project)," (hereinafter referred to as the "Bonds"), for the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the Lake Kiowa Special Utility District (the "District") including the planning, acquisition, design and construction for the replacement of water distribution lines, and other appurtenances as necessary, 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 June 18, 2026 (the "Bond Date"), shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on 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:

| STATED MATURITY | PRINCIPAL AMOUNT | INTEREST RATE |
|---|---|---|
| 2027 | | |
| 2028 | | |
| 2029 | | |
| 2030 | | |
| 2031 | | |
| 2032 | | |
| 2033 | | |
| 2034 | | |
| 2035 | | |
| 2036 | | |
| 2037 | | |
| 2038 | | |
| 2039 | | |
| 2040 | | |
| 2041 | | |
| 2042 | | |
| 2043 | | |
| 2044 | | |
| 2045 | | |
| 2046 | | |
| 2047 | | |
| 2048 | | |
| 2049 | | |
| 2050 | | |
| 2051 | | |
| 2052 | | |
| 2053 | | |
| 2054 | | |
| 2055 | | |
| 2056 | | |

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 June 18, 2026), 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 February 15, 2027, and each August 15 and February 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, Dallas, 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 St. Paul, Minnesota (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. 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, 2035, 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, 2034, 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.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the Authority by the President or Vice President of the Board of Directors under its seal reproduced or impressed thereon and attested by the Secretary or Assistant Secretary of the Board of Directors. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing

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

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

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

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

SECTION 9: Forms.

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

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

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

(b) Form of Bond.

REGISTERED
NO. _____

REGISTERED
$ _____

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

| Bond Date: | Interest Rate: | Stated Maturity: | CUSIP NO. |
|---|---|---|---|
| June 18, 2026 | _____% | August 15, 20___ | _____ |

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 June 18, 2026) 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 February 15, 2027, and on each August 15 and February 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 the construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the Lake Kiowa Special Utility District (the "District") including the planning, acquisition, design and construction for the replacement of water distribution lines, and other appurtenances as necessary, 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, 2035, 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, 2034, 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 Lake Kiowa Special Utility District, dated as of March 17, 2014, 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 Previously Issued Bonds and the Bonds, payable solely from and equally secured by a first 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 _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Register in St. Paul, Minnesota is the "Designated Payment/Transfer Office" for this Bond.

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

By: _____
Authorized Signature

Registration Date:

_____

(e) Form of Assignment.

ASSIGNMENT

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

_____

_____

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

_____

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

DATED: _____

Signature Guaranteed:

_____

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

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

REGISTERED
NO. T-1

REGISTERED
$_____

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

Bond Date: June 18, 2026

Registered Owner: _____

Principal Amount: _____ DOLLARS

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on 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 redemption) 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 June 18, 2026) 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 February 15, 2027, and on each August 15 and February 15 thereafter until maturity or prior redemption. Principal of and premium, if any, on this Bond shall be payable at the Stated Maturities or the date(s) of redemption thereof by BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), only upon presentation and surrender of this Bond to its designated offices in St. Paul, Minnesota (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 2026 (Lake Kiowa 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 17th day of March, 2014, by and between the Authority and the Lake Kiowa 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 Lake Kiowa 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 “Depository Bank” means, currently, Bank of America, N.A., Dallas, Texas. The Authority reserves its right to change from time to time its depository bank to any other bank having trust powers. In the event of any change in the Authority’s depository bank, the Authority shall timely notify any parties affected by such change.

(j) 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.

(k) 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.

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

(m) 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.

(n) 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.

(o) The term "Previously Issued Bonds" shall mean the outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2014 (Lake Kiowa Special Utility District Project)", (2) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017 (Lake Kiowa Special Utility District Project)", and (3) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2021 (Lake Kiowa Special Utility District Project)” heretofore issued which are in every respect on a parity with the Bonds.

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

(q) The term "Series 2026 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 authorizing Previously Issued Bonds and shall exist and govern the application of the Pledged Revenue while the Bonds Similarly Secured are Outstanding, to wit:

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

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

(c) Greater Texoma Utility Authority Bond Reserve Fund, hereinafter called "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 17;

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

The 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").. 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. Any amounts on deposit in the Reserve Fund in excess of such requirement shall be transferred to the Revenue Fund.

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

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

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 Previously Issued Bonds and the Bonds, and the 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.

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

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

SECTION 20: Insurance. The Authority covenants that it will at all times keep insured such of its plants, structures, buildings, stations, machinery, equipment, apparatus, distribution pipelines and equipment, as are usually insured by corporations operating like properties, with a

responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, and will also at all times maintain worker's compensation insurance and insurance against public liability and property damages to the extent permitted by law, in a reasonable amount with a responsible insurance company or companies; provided, however, that any time while the 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.

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, 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 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.

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 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, 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 Previously Issued Bonds and the 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 Section 34 of this Resolution and this Section. To the extent of any conflict between this Section and Section 34, Section 34 controls. In this Section, when the term "Cost(s) of the Project" is used, the reference is to the Series 2026 Project.

Moneys on deposit in the Construction Fund shall be disbursed only for payment of the respective Costs of the Project financed. All expenditures for construction, labor, and materials shall be disbursed only upon receipt of a certificate of the Engineer (as defined in the Contract) based upon estimates of work and material furnished as approved by such Engineers and submitted to the Authority and the 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.

All earnings realized from these investments shall be retained in the Construction Fund until completion of the Series 2026 Project and shall be treated in the same manner as other moneys in the Construction Fund are treated 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) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The Authority covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

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

execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

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

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

SECTION 31: Sale of the Bonds at Competitive Sale – Approval of Official Statement – Use of Proceeds. The Bonds authorized by this Resolution are hereby sold by the Authority to _____, [as the authorized representative of a group of purchasers] at a competitive sale (the *Purchaser[s]*, having all of the rights, duties, and obligations of a Holder), in accordance with the provisions of an Official Bid Form (the *Official Bid Form*), dated May 18, 2026, attached hereto as Exhibit C and incorporated herein by reference as a part of this Resolution for all purposes, at the price of par, [plus a net reoffering premium of $_____], [less a Purchasers Discount of $_____], and is hereby approved and confirmed. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Authority. The Initial Bond shall be registered in the name of _____. It is hereby officially found, determined, and declared that the Purchasers are the highest bidder for the Bonds whose bid, received as a result of invitations for competitive bids in compliance with applicable law, produced the lowest true interest cost to the Authority. Any authorized official is hereby authorized and directed to execute the Official Bid Form for and on behalf of the Authority and as the act and deed of this Board, and in regard to the approval and execution of the Official Bid Form, the Authority hereby finds, determines and declares that the representations, warranties, and agreements of the Authority contained in the Official Bid Form are true and correct in all material respects and shall be honored and performed by the Authority. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of the Official Bid Form.

Proceeds from the sale of the bonds shall be applied as follows:

(1) The Authority received a net reoffering premium from the sale of the Bonds of $_____ which is hereby allocated by the Authority to pay a portion of the Purchasers' compensation.

(2) The balance of the proceeds derived from the sale of the Bonds is hereby allocated by the Authority in the following manner: (1) $_____ to pay the remaining Purchasers' compensation, (2) $_____ to pay the costs of issuance; and (3) $_____ shall be deposited into the Construction Fund.

Furthermore, the Authority hereby ratifies, confirms, and approves in all respects (i) the District's prior determination that the Preliminary Official Statement was, as of its date, deemed "final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Official Notice of Sale, Official Bid Form, and Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final

Official Statement, dated May 18, 2026, in the reoffering, sale and delivery of the Bonds to the public. The President and Secretary of the Board of Directors of the Authority are further authorized and directed to manually execute and deliver for and on behalf of the Authority copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Board of Directors of the Authority and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Authority are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

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 any Bond 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: Reserved.

SECTION 35: Legal Opinion. The Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, concerning the validity of the Bonds, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds by the Purchasers. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds, or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds

shall be of no significance or effect as regards the legality thereof and neither the Authority nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

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

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

SECTION 39: Continuing Disclosure Undertaking.

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

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports. The Authority shall provide annually to the MSRB (1) within six (6) months after the end of each Fiscal Year, financial information and operating data of the general type described in **Exhibit D** hereto and (2) if not provided as part of such financial information and operating data, audited financial statements of the Authority and the District, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit D** hereto, or such other accounting principles as the Authority may be required to employ from time to time pursuant to state law or regulation, and audited, if the Authority commissions an audit of such statements and the audit is completed

within the period during which they must be provided. If audited financial statements are not available by the required time, the Authority will provide unaudited financial information of the type included in the final Application for Financial Assistance and described in **Exhibit D** by the required time and audited financial statements when and if such audited financial statements become available.

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

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

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

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

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority, and (b) the Authority intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by 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 40: Further Procedures. Any one or more of the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Authority all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry

out the terms and provisions of this Resolution and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, and Bond Counsel are each hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the documents authorized and approved by this Resolution: (i) in order to cure any technical ambiguity, formal defect, or omission in the Resolution or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Resolution, which determination shall be final. In the event that any officer of the Authority whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41: Reapproval of Contract. In all respects, the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

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

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

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

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

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

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

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

*[The remainder of this page is intentionally blank]*

PASSED AND ADOPTED, this May 18, 2026.

GREATER TEXOMA UTILITY AUTHORITY

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

WATER FACILITIES CONTRACT

EXHIBIT C

OFFICIAL BID FORM

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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

**Annual Financial Statements and Operating Data**

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

**Accounting Principles**

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

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

# Greater Texoma Utility Authority (Lake Kiowa SUD)
# Timetable for Issuance of
# $6,705,000*
# Contract Revenue Bonds, Series 2026 (Open Market)

| | |
|---|---|
| Wednesday, April 1, 2026 | • Preliminary Official Statement (POS) is electronically distributed for comments. |
| Monday, April 20, 2026** | • POS is authorized by GTUA Board to be posted to I-Deal. |
| Thursday, April 30, 2026 | • POS comments returned to FA. |
| Tuesday, May 5, 2026 | • POS posted to I-Deal. |
| Monday, May 18, 2026** | • Bids received for Series 2026 Bonds and award approved by GTUA Board. |
| Wednesday, May 20, 2026*** | • Lake Kiowa SUD consents to issuance of Series 2026 Bonds. |
| Thursday, June 18, 2026 | • Closing. Bond proceeds distributed according to Closing Instruction Letter. |

* Preliminary.
** Regular Authority Board Meeting.
*** Special SUD Board meeting.

# AGENDA ITEM XII

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **May 13, 2026**

**SUBJECT:** **AGENDA ITEM NO. XII**

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

**CONSIDER AND ACT UPON A RESOLUTION FOR AN UPDATE TO THE AGREEMENT FOR WATER PRODUCTION AND SEWER SERVICE WITH THE CITY OF WHITEWRIGHT.**

**ISSUE**
Consider and act upon a resolution for an update to the Agreement for Water Supply and Sewer Service with the city of Whitewright.

**BACKGROUND**
In 2023, Authority staff submitted a Project Information Form (PIF) to TWDB for the additional funds for a pump station that could not be funded through a previous bond issuance and in December 2023, were invited to apply for a new bond issue for the City of Whitewright.

The City of Whitewright has reviewed and approved the execution of the Authority contract for water supply and sewer service.

**STAFF RECOMMENDATIONS**
The Authority Staff recommends the Board approve the attached Water Supply and Sewer Service Contract.

**ATTACHED**
Water Supply and Sewer Service Facilities Contract

RESOLUTION NO. ___

A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority authorizing the execution and delivery of a "First Amended and Restated Contract for Water Supply and Sewer Service" with the City of Whitewright, Texas and resolving other matters incident and related to the execution and delivery of such Contract

WHEREAS, the Greater Texoma Utility Authority (the "Authority") and the City of Whitewright, Texas (the "City") have previously entered into that certain Contract for Water Supply and Sewer Service, dated as of June 20, 1990, as such contract may have been amended from time to time (the "Prior Contract"); and,

WHEREAS, negotiations have been conducted between the Authority and the City with respect to the execution of an amended and restated contract for water supply and sewer service (the "Contract," the form of which is attached hereto as **Exhibit A**), whereby the Authority would provide (i) certain sanitary sewer collection and treatment facilities for use by the City, and (ii) an additional supply of water to the City and certain water supply facilities in order to store and transport such water to the City; and

WHEREAS, Section 4.04 of the Prior Contract allows modification with the consent of the governing bodies of the Authority and the City, during a joint meeting of the governing bodies or of their duly authorized and appointed representative, held not less than thirty (30) days after the giving of such notice; and,

WHEREAS, proper thirty-day notice for modification of the Prior Contract in accordance with the Section 4.04 of the Prior Contract was given; and,

WHEREAS, such Contract amends and restates the Prior Contract, but does not alter or impair any existing obligations to any third parties, and references to the Prior Contract in existing obligations of the parties shall mean and shall include the Prior Contract and the Contract; and,

WHEREAS, such modification will not affect adversely the payment when due of all moneys required to be paid under the terms of the Contract and will not affect adversely or cause a violation of any covenants in the bond resolutions; and

WHEREAS, said Contract has been prepared and submitted to this governing body for approval, and it has been determined by the Board of Directors of the Authority that the contract should be approved; now, therefore,

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

Section 1: That the "First Amended and Restated Contract for Water Supply and Sewer Service" by and between the Authority and the City attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved for and on behalf of the Authority. The President and Secretary of the Board of Directors of the Authority are hereby authorized and directed to execute such contract for and on behalf of the Authority and as its act and deed.

Section 2: The Board of Directors of the Authority hereby authorizes the General Manager to meet with a duly authorized and appointed representative of the City to consider, discuss, and settle any and all changes or modifications to the Prior Contract.

Section 3: 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 4: This resolution shall take effect and be in force from and after its passage.

PASSED AND APPROVED, this 18th day of May, 2026.

President, Board of Directors
Greater Texoma Utility Authority

(Seal)

ATTEST:

Secretary, Board of Directors
Greater Texoma Utility Authority

**EXHIBIT A**

FIRST AMENDED AND RESTATED
CONTRACT FOR WATER SUPPLY AND SEWER SERVICE

**FIRST AMENDED AND RESTATED CONTRACT**
**FOR WATER SUPPLY AND SEWER SERVICE**

**THE STATE OF TEXAS §**
**§**
**COUNTY OF GRAYSON §**

THIS FIRST AMENDED AND RESTATED CONTRACT FOR WATER SUPPLY AND SEWER SERVICE is made and entered into between the GREATER TEXOMA UTILITY AUTHORITY (herein after 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 Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended (the "Act"), and the CITY OF WHITEWRIGHT, TEXAS, municipal corporation in the County of Grayson, Texas (hereinafter referred to as the "City") duly created and existing under the laws of the State of Texas:

**WITNESSETH:**

WHEREAS, the Authority and the City have previously entered into that certain Contract for Water Supply and Sewer Service, dated as of June 20, 1990, as such contract has been amended from time to time (the "Prior Contract"); and,

WHEREAS, this First Amended and Restated Contract (the "Contract") amends and restates the Prior Contract, but it is the express intention of the parties hereto that no amendment to the Prior Contract contained herein shall alter or impair any existing obligations to bondholders of Previously Issued Bonds (as defined herein) or constitute or be construed to be the extinguishment of any security or the indebtedness represented thereby or the reissuance of any security or the refunding of any indebtedness represented thereby; and

WHEREAS, the Authority, acting pursuant to the Act, proposes to issue bonds from time to time for the purpose of providing (i) certain sanitary sewer collection and treatment facilities for use by the City, and (ii) an additional supply of water to the City and certain water supply facilities in order to store and transport such water to the City; and

WHEREAS, payments made by the City to the Authority 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

WHEREAS, each party represents that it is independently authorized to perform the functions or services contemplated by this Contract; and

WHEREAS, each party desires to enter into this Contract pursuant to Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act), as amended; and

WHEREAS, the subject matter of this Contract constitutes a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties; and

WHEREAS, each party obligated to pay for the performance of governmental functions or services under this Contract shall make those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Contract; and

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies, 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 of 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 a Bond 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 each such Bond will be used to discharge the cost of a Project.

(d) "Bonds" shall mean any bonds to be issued from time to time by the Authority for the purpose of providing funds to pay the necessary costs of a Project upon the written request of the City, whether in one or more series or issues, or any bonds issued to refund same;

(e) "City" shall mean the City of Whitewright, Texas;

(f) "Cost of the Project" shall mean, with respect to a Water Project or to a Sewer Project, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of a 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 a Project, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of a Project and all legal fees, printing and other costs, fees and expenses necessary for or incident to the issuance of the Bonds;

(g) "Engineer" shall mean a registered, professional engineer (who may be the City Engineer or the Authority's Engineer). The City and Authority agree that the Engineer may be a different firm on different aspects of a Project; and that each 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 City;

(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 change one time in any three calendar year period by agreement of the Authority and the City.

(i) "Maintenance and Operation Expense of the Project" shall mean the expense of maintenance and operation of a 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 this Contract who is designated as the party responsible for the act to be performed.

(k) "Previously Issued Bonds" shall mean the outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015 (City of Whitewright Project)," (2) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019 (City of Whitewright Project)," (3) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Whitewright Project)," (4) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019B (City of Whitewright Project)," (5) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023A (Whitewright Project)," and (6) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023B (Whitewright Project)," heretofore issued which are in every respect on a parity with any proposed Bonds proposed to be issued pursuant to this Contract.

(l) "Project" shall mean a Water Project or a Sewer Project as described in each resolution or order of the Authority, 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.

(m) "Sewer Project" shall mean the sanitary sewer 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 City 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; and

(n) "Water 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 City 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.

## ARTICLE II

## REPRESENTATIONS AND AGREEMENTS

### SECTION 2.01: The City's Representations and Agreements.

In connection with its undertakings hereunder, the City represents to the Authority and agrees with the Authority as follows:

(a) In its capacity as a duly incorporated city of Texas, it is empowered under applicable laws of Texas, particularly under the Interlocal Cooperation Act, 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) 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 Project;

(c) It will plan, construct, maintain, operate and finance its own utility system and set retail rates to individual customers for water and sanitary sewer service adequate to pay all City obligations secured by and made payable from the revenues derived from the operation of the City's combined water and sanitary sewer system;

(d) That it will cooperate with the Authority in the performance of the

duties and responsibilities assigned to the Authority by this Contract.

**SECTION 2.02: Representations and Agreements of Authority.**

In connection with its undertakings hereunder, the Authority represents to the City and agrees with the City as follows:

(a) In its capacity as conservation and reclamation Authority created by the Act, pursuant to Article XIV, Section 59 of the Texas Constitution, it is empowered under the applicable laws of the State of Texas, particularly under 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; and

(b) That it will finance all costs of each Project not provided by the City and any grant secured for the construction of each Project; and

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

**SECTION 2.03: Construction.**

The Operator agrees to assume responsibility for the construction of each Project, and the Authority will enter into and enforce such contracts as are necessary to provide each Project. To this end, the Authority and the City agree that:

(a) Unless otherwise agreed by the parties in writing, the City shall be responsible for the preparation of final plans and specifications for each Project;

(b) Final plans and specifications for each Project shall be subject to the approval of the Authority and the City;

(c) All construction contracts shall be let and awarded by the Authority, pursuant to the laws applicable to the Authority and subject to the approval of each contract by the City;;

(d) The Authority shall deposit from the proceeds from the sale of its Bonds and any grant funds received for the purpose of providing all or part of each Project in a segregated, special Construction Fund for each Project 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 each Project; and

(f) Unless otherwise agreed by the parties in writing, the Operator 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 City 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 City and any grant received for the purpose of providing all or part of each Project. It is agreed that the City and its customers shall have the exclusive use of the entire Project for the useful life of each Project, unless otherwise approved by the City after consultation with Bond Counsel to the Authority to ensure compliance with covenants contained in the Bond Resolution(s), including compliance with the Internal Revenue Code of 1986 and Treasury Regulations promulgated thereunder. In consideration for the Authority's obligations hereunder, the City 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 City's obligations to make any and all payments for each Project as specified in this Article and the ownership interest of the Authority in the Project will automatically terminate when all of the Authority's Bonds issued in connection with each such Project have been paid in full and retired and are no longer outstanding. It is further agreed that upon completion of each Project, and when all of the Authority's Bonds issued in connection with each Project have been paid in full and retired and are no longer outstanding, ownership of the Project shall automatically transfer to and fully vest in the City. At the request of the City, the Authority shall promptly provide to the City a written statement or other evidence of such ownership transfer on a form approved by both parties. It is within the lawful and reasonable contemplation of the parties that the amounts due under this Contract from the City will be satisfied out of current revenues or some currently available fund within the immediate control of the City. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on the Bonds is from the payments to be made by the City to the Authority under this Contract, grant funds received for the purpose of providing all or part of each Project and other funds as approved by the City and the Authority, and the City agrees that it will make to the Authority the following payments:

(a) Monthly amortization payment. Such amounts, payable monthly on or before the 25th 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 City) under the Bond Resolution in order to establish, maintain or, replenish the Reserve for the security and payment of Bonds similarly secured;

(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

(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 City and Authority.

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

**SECTION 3.02**: **Time for Making of Payments.**

The City agrees to make the payments required by Section 3.01 at the times hereafter specified:

(a) Monthly Amortization Payments. The City 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 until? 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 monies 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 City 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 City shall commence making these payments on the 25th day of a month, as may be provided in the Bond Resolution after the delivery of the initial series of Bonds to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such Bonds;

(c) Administrative Payment. The City shall commence making the administrative payment on the 25th day following the effective date of this Contract, and thereafter such payment shall be made on the 25th day of each month thereafter throughout the term of this Contract;

(d) Extraordinary Expense Payment. The City shall make any extraordinary expense payment immediately upon receipt of the statement therefor; and

(e) Maintenance and Operating Expenses. (i) if the City is designated as the Operator under Section 3.03, such expenses shall be paid by the City as the same become s due ; or (ii) if the Authority is designated as the Operator under Section 3.03 , the City . shall pay (up to the amount annually budgeted for such expenses ) the a mount which the Authority determines shall be required in such months,. such payments to be made on or before the 25th 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 beg inning of each fiscal year; the budget shall then be submitted to the City which may indicate except ions 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 in writing, it is agreed that the Operator will be responsible for maintaining and operating the Project for the entire term of this Contact, and shall pay all costs and expenses, and shall pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The Operator 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 City is the Operator under this Section, the City agrees to indemnify and to save and hold harmless the authority from any and all 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 each Project for purposes and in an amount which would ordinarily be carried by a municipal corporation owning and operating such facilities. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged 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 City 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 unuseful by reason of "force

majeure". The City recognizes the fact that the Authority will use the payment received from the City hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely on the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the City.

**SECTION 3.06**: Late Payment Penalty.

Should the City fail to make any payment at the times herein specified, interest on such amounts shall accrue at the rate specified in Section 2251.025 of the Texas Government Code 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 - City to Fix Adequate Rates.

(a) The City represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the City's combined water and sanitary sewer system; and

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

**SECTION 3.08**: Nature of Obligation of City.

The payments required to be made by the City 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 a Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the City shall be and are separate and independent covenants and the City shall have no rights of setoff, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the City 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 City pursuant to this Contract are to be collected from the sources referenced herein, and from no other.

**SECTION 3.09**: Right to Audit; Access to Books and Records.

The City shall have the right to audit, to examine and to make copies of or extracts from all financial, performance and compliance records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to the Authority's activities under this Contract kept by or under the control of the Authority, including but not limited to, those kept by the Authority, its employees, agents, assigns successors and subcontractors. In the event of such audit, the Authority agrees to provide the City with reasonable access to the Authority's employees and make all such financial, performance and compliance records available to the City. The Authority shall, at all times during the term of this Contract and for a period of five years after the termination or expiration of this Contract, maintain such records, together with supporting or underlying documents and materials.

**SECTION 3.10**: Indemnity.

(a) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE AUTHORITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE CITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AUTHORITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, OR OTHER LEGAL DEFAULTS OF THE AUTHORITY, EXCEPT ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS, TO THE EXTENT PERMITTED BY LAW. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS**

**SUBSECTION (a) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE CITY.**

(b) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS IN CONNECTION WITH THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE AUTHORITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, OR OTHER LEGAL DEFAULTS OF THE CITY, TO THE EXTENT PERMITTED BY LAW. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS SUBSECTION (b) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE AUTHORITY.**

## ARTICLE IV

## Miscellaneous Provisions

**SECTION 4.01**: Contract Term.

The obligation of the City to promptly make all prescribed payments shall commence with the delivery of the first series of Bonds issued to fund the cost of each Project and continue for the period during which the Bonds are outstanding and unpaid.

**SECTION 4.02**: Useful Life of Project.

The City and Authority agree and mutually find that the anticipated useful life of each 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.

It is specifically recognized by the parties hereto that the City, during the term of this Contract, may acquire other facilities so as to make the continued operation of each Project uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the City choose to discontinue the operation of all or part of a Project, the City 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 City, and any money realized from such salvage will serve as a reduction of such expense. The City 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 City to the Authority provided for by this Contract and all payments provided for by this Contract shall remain obligations of the City 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 all parties. 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 representatives 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 effect adversely the payment when due of all monies required to be paid by the City under the terms of this Contract and no such change will be effective which effects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

**SECTION 4.05**: Regulatory Provisions.

This Contract shall be subject to, and each party shall comply with, 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 a 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 a Project under this Contract shall be in the City's Certificate of Convenience and Necessity (CCN).

**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 duly 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 City:
City Hall
P.O. Box 966
Whitewright, Texas 75491
Attention: Mayor
City of Whitewright

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 City 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.l0:** Consequences of City Default.

The Authority and the City 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 City 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 the City has heretofore issued, sold and delivered, and may in the future issue, sell and deliver, revenue and other bonds that are payable from and secured by a lien on and pledge of the net revenue of the City's combined water and sanitary sewer system.

The City represents to the Authority:

(a) There is no provision in the ordinances authorizing the issuance of such revenue bonds which prohibits the City from entering into and executing this Contract; and

(b) The execution of this Contract and the operation thereunder will not in any way impair the obligation of Contract by and between the City and the owners of its outstanding bonds payable from revenues of the City's combined water and sanitary sewer system since each Project is in furtherance of governmental policy and not inconsistent with the existing contractual obligations of the City.

**SECTION 4.12**: Control of Project by Operator.

The parties hereto recognize and it is specifically agreed that after completion of each Project and during the term of this Contract, the Operator shall have the exclusive right to the use and utilization of the Project, for the benefit of the City, as determined by the City; that the Operator without hindrance from the Authority or the City, 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 each such Project. Except as specified in this Contract, the abandonment of the use of all or part of each 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 obligations under this Contract, other than the obligation of City 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 on, the obligation of the party giving such notice, so far as its 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, lockouts, 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 City 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 lockouts 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 lockouts 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 City 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 City's ability to operate the Project is affected by any such causes, the City shall promptly notify the other party in writing giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption; and

(c) It is expressly recognized by the City 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 an any suspensions of the operation of the Project due to such operation shall not be the cause for claim of damage on part of the Operation provided all reasonable effort is used by the Operator to provide the City with the service afforded by the Project in accordance with this Contact. 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 City agrees that Authority may have such easements over any easements, right of way or property held by City as are necessary 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 City.

(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 governing body of the City shall approve the issuance thereof by the Authority and the facilities to be constructed or acquired by the Authority.

**SECTION 4.16**: Effective Date of this Contract.

(a) The parties hereto recognize this Contract amends and restates the Prior Contract to the extent any certain amendment does not affect adversely or cause a violation of any covenants contained in the Bond Resolution(s) of Previously Issued Bonds.

**SECTION 4.17**: 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 through not containing that particular provision and the rights and obligations of the parties shall be construed and in force accordingly.

If any amendment herein of the Prior Contract or the application thereof to any circumstance shall be held to affect adversely the payment when due of monies required to be paid by the City under the terms of the Prior Contract or affects adversely or causes a violation of any covenants contained in the Bond Resolution (s) for the Previously Issued Bonds, no such amendment shall become effective and the remainder of this Contract or the application thereof to other circumstances shall nevertheless be valid.

**SECTION 4.18**: Immunity.

It is expressly understood and agreed that, in the execution and performance of this Contract, neither party has waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Contract, the parties do not create any obligations, express or implied, other than those set forth herein. Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.

**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. The date this Contract 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 Contract ("Effective Date").

GREATER TEXOMA UTILITY AUTHORITY

BY: _____
President, Board of Directors
DATE: _____

ATTEST:

_____
Secretary, Board of Directors
(Authority Seal)

CITY OF WHITEWRIGHT, TEXAS

BY: _____
Mayor, City of Whitewright
DATE: _____

ATTEST:

_____
City Secretary, City of Whitewright

APPROVED AS TO LEGAL FORM:

_____
Attorney for Greater Texoma Utility Authority

# AGENDA ITEM XIII

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **May 11, 2026**

**SUBJECT:** **AGENDA ITEM NO. XIII**

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

**CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026 (GOBER MUNICIPAL UTILITY DISTRICT PROJECT)", INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE EXECUTION OF A CONTRACT OF INDEMNIFICATION WITH THE GOBER MUNICIPAL UTILITY DISTRICT AND APPROVING THE EXECUTION OF A FINANCING AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN CONNECTION THEREWITH.**

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

## BACKGROUND
The Gober MUD Board President, Jan Johnson, contacted the Authority General Manager requesting assistance in obtaining funding for improvements to the District's water system. These improvements include the replacement of two ground storage tanks, removal of two existing ground storage tanks, and new yard piping to deliver water to and from the new tanks.

The Texas Water Development Board ("TWDB") Texas Water Development Fund (DFund) was selected as the funding source for these improvements. The DFund is a state funded loan program with below market interest rates. Gober MUD's Board of Directors has requested assistance obtaining funding for the Replacement Tanks Project. After discussing the project with Gober MUD, Authority Staff has determined that funding through Texas Water Development Board's Texas Water Development Fund (DFund) meets the needs of Gober MUD.

## CONSIDERATIONS
TWDB approve a commitment for this project at their May 11th Board meeting, and TWDB is require the Authority to sign a financing agreement by June 10th to committee to proceeding with the issuance of a bond issuance for Gober MUD. Gober MUD is schedule to approve a resolution to approve the financing agreement on May 28th.

Kristen Savant, the Authority's Bond Counsel, will be present to assist with any questions the Board may have.

## STAFF RECOMMENDATIONS
The Authority Staff recommends the Resolution contingent upon Gober MUD approval.

## ATTACHMENTS
Resolution

A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority approving and authorizing the execution of a Contract of Indemnification with the Gober Municipal Utility District in connection with the issuance of contract revenue bonds on behalf of the District; approving and authorizing the execution of a Financing Agreement with the Texas Water Development Board; and resolving other matters incident and related thereto

WHEREAS, the Texas Water Development Board (the "TWDB") has agreed to purchase the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Gober MUD Project)" (the "Bonds") for the purpose of financing water system projects on behalf of the Gober Municipal Utility District ( the “District”) (the "TWDB commitment"); and

WHEREAS, the TWDB is issuing Water Financial Assistance Bonds (TWDB Bonds) Bonds solely for the purpose of funding the TWDB commitment, and, as a condition to the TWDB commitment, the Authority is required to execute a Financing Agreement prepared by the TWDB; and

WHEREAS, Section 3 of the Financing Agreement sets forth provisions relating to penalties and costs should the Authority fail to deliver the Bonds by September 30, 2026; and

WHEREAS, the Board hereby finds and determines that such penalties and costs referenced in Section 3 of the Financing Agreement should be the responsibility of the District and not the Authority since the Authority is issuing the Bonds on behalf of the District; and

WHEREAS, the Board hereby finds and determines that the Contract of Indemnification with the District substantially in the form and content attached hereto as Exhibit A and the Financing Agreement with the Texas Water Development Board substantially in the form and content attached hereto as Exhibit B should be approved and authorized to be executed as hereinafter provided; now, therefore

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

SECTION 1. The Contract of Indemnification by and between the Authority and the District substantially in the form and content attached hereto as **Exhibit A** and incorporated herein for all purposes, together with such changes or revisions as the General Manager deems necessary to carry out the purpose thereof, is hereby approved for and on behalf of the Authority. The General Manager of the Authority is hereby authorized and directed to execute such Contract for and on behalf of the Authority and as its act and deed, and such contract as executed by the General Manager shall be deemed approved by the Board of Directors and constitute the Contract of Indemnification herein approved.

SECTION 2. The Financing Agreement by and between the Authority and the Texas Water Development, substantially in the form and content attached hereto as **Exhibit B** and incorporated herein for all purposes, together with such changes or revisions as the General Manager deems necessary to carry out the purpose thereof, is hereby approved for and on behalf of the Authority subject to the approval thereof by the Board of Directors of the District. Following the approval of the Contract of Indemnification by the District, the Financing Agreement is hereby authorized to be executed by the General Manager for and on behalf of

the Authority and as the act and deed of this Board, and such agreement as executed by the General Manager shall be deemed approved by the Board of Directors and constitute the Financing Agreement herein approved.

SECTION 3. This Resolution shall take effect and be in force from and after its passage.

*[remainder of page left blank intentionally]*

PASSED AND APPROVED, this May 18, 2026.

GREATER TEXOMA UTILITY AUTHORITY

_____

President, Board of Directors

ATTEST:

_____

Secretary, Board of Directors

(Authority Seal)

**EXHIBIT A**

CONTRACT OF INDEMNIFICATION

**CONTRACT OF INDEMNIFICATION**

THIS CONTRACT ("Contract") is made and entered into as of _____ 2026, 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 Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283 (the "Act"), and the GOBER MUNICIPAL UTILITY DISTRICT (hereinafter referred to as the "District"), duly created and existing under the laws of the State of Texas:

RECITALS

WHEREAS, the Texas Water Development Board (the "TWDB") has agreed to purchase the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2026 (Gober MUD" (the "GTUA Bonds") for the purpose of financing water system projects on behalf of the District (the "TWDB commitment"); and

WHEREAS, the TWDB is issuing its Water Financial Assistance Bonds (TWDB Bonds) solely for the purpose of funding the TWDB commitment; and,

WHEREAS, as a condition to the TWDB commitment, the Authority is required to execute a Financing Agreement prepared by the TWDB (a form of such Financing Agreement being attached hereto as Exhibit A); and

WHEREAS, the Financing Agreement, specifically Section 3, sets forth provisions relating to penalties and costs should the Authority fail to deliver the GTUA Bonds by September 30, 2026; and

**WHEREAS, SINCE THE AUTHORITY IS ISSUING THE BONDS AND ENTERING INTO FINANCING AGREEMENT ON BEHALF OF, AND FOR THE BENEFIT OF, THE DISTRICT, THE DISTRICT AGREES THAT ANY COSTS OR PENALTIES IMPOSED BY THE TWDB AGAINST GTUA PURSUANT TO THE FINANCING AGREEMENT SHALL BE THE SOLE RESPONSIBILITY OF THE DISTRICT AND NOT THE AUTHORITY;**

WHEREAS, the Authority and the District, acting through their duly constituted governing bodies 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:

Section 1. **THE DISTRICT AND THE AUTHORITY HEREBY AGREE THAT ANY AND ALL COSTS, PENALTIES, TERMINATION PAYMENTS OR OTHER AMOUNTS OWED BY THE AUTHORITY TO THE TEXAS WATER DEVELOPMENT BOARD PURSUANT TO THE FINANCING AGREEMENT, SPECIFICALLY SECTION 3 OF THE FINANCING AGREEMENT, SHALL BE PAID BY THE DISTRICT TO THE AUTHORITY TO INDEMNIFY THE AUTHORITY FOR SUCH COSTS, PENALTIES, TERMINATION PAYMENT OR OTHER AMOUNTS OWED, NOTWITHSTANDING ANY NEGLIGENCE ON THE PART OF GTUA. SUCH PAYMENT SHALL BE MADE BY THE DISTRICT TO THE AUTHORITY NO LATER THAN OCTOBER 19, 2023. THE AUTHORITY SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO SUCH AMOUNTS OWED PURSUANT TO THE FINANCING AGREEMENT AND THE DISTRICT SHALL HOLD HARMLESS THE AUTHORITY FOR ANY SUCH COSTS,**

**PENALTIES, TERMINATION PAYMENTS OR ANY OTHER AMOUNTS OWED TO THE TEXAS WATER DEVELOPMENT BOARD PURSUANT TO THE FINANCING AGREEMENT.** The District will not be liable for any failure due to force majeure pursuant to section 12 of the Financing Agreement.

Section 2. The Authority agrees to timely comply with the requirements of the TWDB set forth in Section 5(B) of the Financing Agreement.

*[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:_____
General Manager

GOBER MUNICIPAL UTILITY DISTRICT

By:_____
President

ATTEST:

_____
Secretary

**EXHIBIT B**

FINANCING AGREEMENT

**FINANCING AGREEMENT**

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), and the GREATER TEXOMA UTILITY AUTHORITY (Authority). The TWDB and the Authority may be referred to as the "Party or the Parties" in this Agreement.

RECITALS

WHEREAS, the TWDB adopted Resolution No. <<RESOLUTION NO.>>(Attachment A referred to as the Resolution) on <<COMMITMENT DATE>>, making a commitment to the Authority for financial assistance in a total amount of $<<TOTAL AMOUNT>> (TWDB Commitment) from the Financial Assistance Account of the Development Fund II (DFund II) administered by the TWDB; and

WHEREAS, through this Agreement, the Authority intends to sell to the TWDB the Authority's $680,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2026 (Gober Municipal Utility District Project) (Authority Bonds) for the TWDB's financial assistance from DFund II, as further described in Attachment B; and

WHEREAS, DFund II is funded, in part, with proceeds of the expected issuance of TWDB's Water Financial Assistance Bonds (TWDB Bonds) authorized under Texas Water Code § 17.959 and Texas Constitution, Article III, Sections 49-d-8, 49-d-9, 49-d-11, and money received as repayment of financial assistance provided from DFund II used to pay the principal and interest on such TWDB Bonds; and

WHEREAS, the Resolution provides that funding the TWDB Commitment is contingent on a future sale of TWDB Bonds or on the availability of funds on hand; and

WHEREAS, the TWDB intends to provide financial assistance from DFund II to the Authority with proceeds of the sale of TWDB Bonds; and

WHEREAS, the TWDB and the Authority desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Authority.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Authority agree as follows:

## AGREEMENT

SECTION 1. MUTUAL COMMITMENT. As further described in the Resolution, the TWDB committed to the Authority and the Authority hereby commits to borrow from the TWDB an amount not to exceed $680,000 from DFund II to be evidenced by the issuance and delivery of Authority Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A and Attachment B.

SECTION 2. TRANSACTION SCHEDULE AND EARLY REDEMPTION. By execution of this Agreement, the Authority acknowledges and represents that it has a current need for financial assistance from the TWDB and will take all necessary steps to issue and deliver the Authority Bonds to evidence the TWDB Commitment described in Section 1.

To confirm the terms of the Authority Bonds, the Authority must execute this Agreement.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the Authority's Bonds to TWDB must occur not later than September 30, 2026 (Delivery Deadline). Failure by the Authority to issue and deliver to the TWDB the Authority's Bonds will result in the Authority being liable to the TWDB for the stipulated damages agreed to by the Parties in Section 3 of this Agreement.

SECTION 3. BREACH OF AGREEMENT, LIQUIDATED DAMAGES.

A. The Authority understands and agrees that TWDB will incur severe and irreparable damages if the Authority's Bonds are not issued and delivered by the Delivery Deadline. The Authority will be in breach of this Agreement if the Authority fails to issue and deliver to the TWDB the Authority's Bonds under the terms of this Agreement, on or before the Delivery Deadline.

B. In the event of the breach described in Section 3A, the Parties agree that quantifying the TWDB's losses arising from the Authority's failure to issue and deliver its bonds to the TWDB is inherently difficult. The Parties therefore stipulate that the sum agreed upon for liquidated damages is not a penalty, but rather a reasonable measure of damages based on the Parties' respective experience in the industry and the nature of the TWDB's losses that may result from the Authority's failure to issue and deliver its bonds to the TWDB. In recognition of the difficulties thereof, if the Authority fails to issue and deliver to the TWDB the Authority's bonds by the Delivery Deadline, the Authority agrees to pay from lawfully available funds $43,000. The Authority is obligated to pay such costs to the TWDB no later than December 29, 2026.

SECTION 4. EXECUTION DATE, AMORTIZATION, AND FINAL REPAYMENT STRUCTURE.

This Agreement must be fully executed by both Parties no later than June 10, 2026. The Authority must provide the TWDB a maturity schedule in the form set forth in Attachment B

at the time of execution of this Agreement.

SECTION 5. CONTINGENCIES AND TERMINATION.

A. "The Parties agree that the TWDB's obligation to purchase the District's securities with proceeds from DFund II is contingent upon the TWDB receiving all legally required approvals for the issuance of the TWDB Bonds, from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General, as applicable. The TWDB's obligation to purchase the District's securities to fulfill the commitment described in Section 1 of this Agreement with proceeds of TWDB bonds is also contingent upon the purchase and delivery of TWDB Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the TWDB Bonds. Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the District, may extend or terminate this Agreement together with all of its obligations and duties hereunder without incurring any cost, fee, or penalty for either the TWDB or the District."

B. The Parties agree that the Authority's obligation to issue and deliver the Authority's Bonds is contingent upon approval by the Texas Attorney General of the Authority's Bonds. The Authority agrees to use its best efforts to obtain approval by the Texas Attorney General of the Authority's Bonds to satisfy the delivery and issuance requirements set forth in Section 2 of this Agreement. To this end, the Authority agrees as follows:

(1) The Authority must timely file the transcript of proceedings for the Authority Bonds with the Texas Attorney General;

(2) The Authority must comply with the requirements and conditions contained in the Resolution;

(3) The Authority must provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;

(4) The Authority must provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and

(5) The Authority must allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Authority's Bonds.

Accordingly, if after the Authority employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained, as a matter of law, the TWDB may at its sole discretion terminate this Agreement. Upon termination by the

TWDB, the Authority will pay, from any of its lawfully available funds, the agreed-upon liquidated damages as provided by Section 3B, no later than December 29, 2026.

SECTION 6. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Authority's bonds will not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Authority without prior written approval by the Development Fund Manager of the TWDB. The Authority agrees that it will not take or fail to take any action that will cause the TWDB Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 7. NOTICES. All notices, agreements or other communications required by this Agreement will be given, and will be deemed given, when delivered in writing to the address, or email of the identified Party or Parties set forth below:

| | |
|---|---|
| Texas Water Development Board<br>Development Fund Manager<br>P.O. Box 13231<br>Austin, Texas 78711-3231<br>Telephone (512) 463-7847<br>Email: finance-debt-management@twdb.texas.gov | Greater Texoma Utility Authority<br>Attn: General Manager<br>5100 Airport Drive<br>Denison, Texas 75020<br>Telephone: (903) 786-4455<br>E-mail: paul@gtua.org |

SECTION 8. SEVERABILITY. In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provisions herein.

SECTION 9. AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS. This Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 10. APPLICABLE LAW. This Agreement and any amendments will be governed by and construed in accordance with the laws of the State of Texas.

SECTION 11. STATE AUDIT. By executing this Agreement, the Authorityagrees to submit to any audit or investigation by the Office of the Texas State Auditor in connection with all state funds received pursuant to this Agreement. The Authority must comply with any directive from the Texas State Auditor and will cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The Authority also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with any state funds received pursuant to the contract

or subcontract.

SECTION 12. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure must provide notice of the event to the other Party as soon as practicable but not later than ten business days after the event. Subject to this provision, such nonperformance will not be deemed a breach or a ground for termination.

SECTION 13. EFFECTIVE DATE. This Agreement is effective as of the date of the last signature below.

SECTION 14. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Authority set forth above are binding upon the TWDB and the Authority upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

**GREATER TEXOMA UTILITY AUTHORITY**

By: _____
Name: <<RESPONSIBLE OFFICIAL>>
Title: <<TITLE>>

Date: _____

**TEXAS WATER DEVELOPMENT BOARD**

By: _____
Name: Bryan McMath
Title: Executive Administrator

Date: _____

**ATTACHMENT A**

**TWDB RESOLUTION NO. <<RESOLUTION NO.>>**

**ATTACHMENT B**

**DESCRIPTION OF BORROWER BONDS**

**Title of Borrower Bonds:**

**Project Name:**

**Project Number:**

**Aggregate Principal Amount of Borrower Bonds:**

**Anticipated Closing Date:**

**Dated Date:**

**First Principal Payment Date:**

**First Interest Payment Date:**

**Interest Accrual Date:**

**Maturity Schedule:**

**Greater Texoma Utility Authority**

$680,000 Contract Revenue Bonds, Series 2026

(Gober MUD Project)

Assumes TWDB DFund (Equivalency) - Preliminary

# Debt Service Schedule



| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 10/15/2026 | - | - | - | - | - |
| 06/01/2027 | 20,000.00 | 5.000% | 21,344.44 | 41,344.44 | - |
| 09/30/2027 | - | - | - | - | 41,344.44 |
| 12/01/2027 | - | - | 16,500.00 | 16,500.00 | - |
| 06/01/2028 | 10,000.00 | 5.000% | 16,500.00 | 26,500.00 | - |
| 09/30/2028 | - | - | - | - | 43,000.00 |
| 12/01/2028 | - | - | 16,250.00 | 16,250.00 | - |
| 06/01/2029 | 10,000.00 | 5.000% | 16,250.00 | 26,250.00 | - |
| 09/30/2029 | - | - | - | - | 42,500.00 |
| 12/01/2029 | - | - | 16,000.00 | 16,000.00 | - |
| 06/01/2030 | 10,000.00 | 5.000% | 16,000.00 | 26,000.00 | - |
| 09/30/2030 | - | - | - | - | 42,000.00 |
| 12/01/2030 | - | - | 15,750.00 | 15,750.00 | - |
| 06/01/2031 | 10,000.00 | 5.000% | 15,750.00 | 25,750.00 | - |
| 09/30/2031 | - | - | - | - | 41,500.00 |
| 12/01/2031 | - | - | 15,500.00 | 15,500.00 | - |
| 06/01/2032 | 15,000.00 | 5.000% | 15,500.00 | 30,500.00 | - |
| 09/30/2032 | - | - | - | - | 46,000.00 |
| 12/01/2032 | - | - | 15,125.00 | 15,125.00 | - |
| 06/01/2033 | 15,000.00 | 5.000% | 15,125.00 | 30,125.00 | - |
| 09/30/2033 | - | - | - | - | 45,250.00 |
| 12/01/2033 | - | - | 14,750.00 | 14,750.00 | - |
| 06/01/2034 | 15,000.00 | 5.000% | 14,750.00 | 29,750.00 | - |
| 09/30/2034 | - | - | - | - | 44,500.00 |
| 12/01/2034 | - | - | 14,375.00 | 14,375.00 | - |
| 06/01/2035 | 15,000.00 | 5.000% | 14,375.00 | 29,375.00 | - |
| 09/30/2035 | - | - | - | - | 43,750.00 |
| 12/01/2035 | - | - | 14,000.00 | 14,000.00 | - |
| 06/01/2036 | 15,000.00 | 5.000% | 14,000.00 | 29,000.00 | - |
| 09/30/2036 | - | - | - | - | 43,000.00 |
| 12/01/2036 | - | - | 13,625.00 | 13,625.00 | - |
| 06/01/2037 | 15,000.00 | 5.000% | 13,625.00 | 28,625.00 | - |
| 09/30/2037 | - | - | - | - | 42,250.00 |
| 12/01/2037 | - | - | 13,250.00 | 13,250.00 | - |
| 06/01/2038 | 20,000.00 | 5.000% | 13,250.00 | 33,250.00 | - |
| 09/30/2038 | - | - | - | - | 46,500.00 |
| 12/01/2038 | - | - | 12,750.00 | 12,750.00 | - |
| 06/01/2039 | 20,000.00 | 5.000% | 12,750.00 | 32,750.00 | - |
| 09/30/2039 | - | - | - | - | 45,500.00 |
| 12/01/2039 | - | - | 12,250.00 | 12,250.00 | - |

# Debt Service Schedule



| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 06/01/2040 | 20,000.00 | 5.000% | 12,250.00 | 32,250.00 | - |
| 09/30/2040 | - | - | - | - | 44,500.00 |
| 12/01/2040 | - | - | 11,750.00 | 11,750.00 | - |
| 06/01/2041 | 20,000.00 | 5.000% | 11,750.00 | 31,750.00 | - |
| 09/30/2041 | - | - | - | - | 43,500.00 |
| 12/01/2041 | - | - | 11,250.00 | 11,250.00 | - |
| 06/01/2042 | 20,000.00 | 5.000% | 11,250.00 | 31,250.00 | - |
| 09/30/2042 | - | - | - | - | 42,500.00 |
| 12/01/2042 | - | - | 10,750.00 | 10,750.00 | - |
| 06/01/2043 | 20,000.00 | 5.000% | 10,750.00 | 30,750.00 | - |
| 09/30/2043 | - | - | - | - | 41,500.00 |
| 12/01/2043 | - | - | 10,250.00 | 10,250.00 | - |
| 06/01/2044 | 25,000.00 | 5.000% | 10,250.00 | 35,250.00 | - |
| 09/30/2044 | - | - | - | - | 45,500.00 |
| 12/01/2044 | - | - | 9,625.00 | 9,625.00 | - |
| 06/01/2045 | 25,000.00 | 5.000% | 9,625.00 | 34,625.00 | - |
| 09/30/2045 | - | - | - | - | 44,250.00 |
| 12/01/2045 | - | - | 9,000.00 | 9,000.00 | - |
| 06/01/2046 | 25,000.00 | 5.000% | 9,000.00 | 34,000.00 | - |
| 09/30/2046 | - | - | - | - | 43,000.00 |
| 12/01/2046 | - | - | 8,375.00 | 8,375.00 | - |
| 06/01/2047 | 20,000.00 | 5.000% | 8,375.00 | 28,375.00 | - |
| 09/30/2047 | - | - | - | - | 36,750.00 |
| 12/01/2047 | - | - | 7,875.00 | 7,875.00 | - |
| 06/01/2048 | 30,000.00 | 5.000% | 7,875.00 | 37,875.00 | - |
| 09/30/2048 | - | - | - | - | 45,750.00 |
| 12/01/2048 | - | - | 7,125.00 | 7,125.00 | - |
| 06/01/2049 | 30,000.00 | 5.000% | 7,125.00 | 37,125.00 | - |
| 09/30/2049 | - | - | - | - | 44,250.00 |
| 12/01/2049 | - | - | 6,375.00 | 6,375.00 | - |
| 06/01/2050 | 30,000.00 | 5.000% | 6,375.00 | 36,375.00 | - |
| 09/30/2050 | - | - | - | - | 42,750.00 |
| 12/01/2050 | - | - | 5,625.00 | 5,625.00 | - |
| 06/01/2051 | 35,000.00 | 5.000% | 5,625.00 | 40,625.00 | - |
| 09/30/2051 | - | - | - | - | 46,250.00 |
| 12/01/2051 | - | - | 4,750.00 | 4,750.00 | - |
| 06/01/2052 | 35,000.00 | 5.000% | 4,750.00 | 39,750.00 | - |
| 09/30/2052 | - | - | - | - | 44,500.00 |
| 12/01/2052 | - | - | 3,875.00 | 3,875.00 | - |
| 06/01/2053 | 35,000.00 | 5.000% | 3,875.00 | 38,875.00 | - |

# Debt Service Schedule



| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 09/30/2053 | - | - | - | - | 42,750.00 |
| 12/01/2053 | - | - | 3,000.00 | 3,000.00 | - |
| 06/01/2054 | 40,000.00 | 5.000% | 3,000.00 | 43,000.00 | - |
| 09/30/2054 | - | - | - | - | 46,000.00 |
| 12/01/2054 | - | - | 2,000.00 | 2,000.00 | - |
| 06/01/2055 | 40,000.00 | 5.000% | 2,000.00 | 42,000.00 | - |
| 09/30/2055 | - | - | - | - | 44,000.00 |
| 12/01/2055 | - | - | 1,000.00 | 1,000.00 | - |
| 06/01/2056 | 40,000.00 | 5.000% | 1,000.00 | 41,000.00 | - |
| 09/30/2056 | - | - | - | - | 42,000.00 |
| **Total** | **$680,000.00** | **-** | **$626,844.44** | **$1,306,844.44** | **-** |

## Yield Statistics

| | |
|---|---|
| Bond Year Dollars | $12,536.89 |
| Average Life | 18.437 Years |
| Average Coupon | 5.0000000% |
| Net Interest Cost (NIC) | 5.0000000% |
| True Interest Cost (TIC) | 4.9991367% |
| Bond Yield for Arbitrage Purposes | 4.9991367% |
| All Inclusive Cost (AIC) | 4.9991367% |

## IRS Form 8038

| | |
|---|---|
| Net Interest Cost | 5.0000000% |
| Weighted Average Maturity | 18.437 Years |

**Greater Texoma Utility Authority**

$680,000 Contract Revenue Bonds, Series 2026

(Gober MUD Project)

Assumes TWDB DFund (Equivalency) - Preliminary

# Net Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Net New D/S |
|---|---|---|---|---|---|
| 09/30/2027 | 20,000.00 | 5.000% | 21,344.44 | 41,344.44 | 41,344.44 |
| 09/30/2028 | 10,000.00 | 5.000% | 33,000.00 | 43,000.00 | 43,000.00 |
| 09/30/2029 | 10,000.00 | 5.000% | 32,500.00 | 42,500.00 | 42,500.00 |
| 09/30/2030 | 10,000.00 | 5.000% | 32,000.00 | 42,000.00 | 42,000.00 |
| 09/30/2031 | 10,000.00 | 5.000% | 31,500.00 | 41,500.00 | 41,500.00 |
| 09/30/2032 | 15,000.00 | 5.000% | 31,000.00 | 46,000.00 | 46,000.00 |
| 09/30/2033 | 15,000.00 | 5.000% | 30,250.00 | 45,250.00 | 45,250.00 |
| 09/30/2034 | 15,000.00 | 5.000% | 29,500.00 | 44,500.00 | 44,500.00 |
| 09/30/2035 | 15,000.00 | 5.000% | 28,750.00 | 43,750.00 | 43,750.00 |
| 09/30/2036 | 15,000.00 | 5.000% | 28,000.00 | 43,000.00 | 43,000.00 |
| 09/30/2037 | 15,000.00 | 5.000% | 27,250.00 | 42,250.00 | 42,250.00 |
| 09/30/2038 | 20,000.00 | 5.000% | 26,500.00 | 46,500.00 | 46,500.00 |
| 09/30/2039 | 20,000.00 | 5.000% | 25,500.00 | 45,500.00 | 45,500.00 |
| 09/30/2040 | 20,000.00 | 5.000% | 24,500.00 | 44,500.00 | 44,500.00 |
| 09/30/2041 | 20,000.00 | 5.000% | 23,500.00 | 43,500.00 | 43,500.00 |
| 09/30/2042 | 20,000.00 | 5.000% | 22,500.00 | 42,500.00 | 42,500.00 |
| 09/30/2043 | 20,000.00 | 5.000% | 21,500.00 | 41,500.00 | 41,500.00 |
| 09/30/2044 | 25,000.00 | 5.000% | 20,500.00 | 45,500.00 | 45,500.00 |
| 09/30/2045 | 25,000.00 | 5.000% | 19,250.00 | 44,250.00 | 44,250.00 |
| 09/30/2046 | 25,000.00 | 5.000% | 18,000.00 | 43,000.00 | 43,000.00 |
| 09/30/2047 | 20,000.00 | 5.000% | 16,750.00 | 36,750.00 | 36,750.00 |
| 09/30/2048 | 30,000.00 | 5.000% | 15,750.00 | 45,750.00 | 45,750.00 |
| 09/30/2049 | 30,000.00 | 5.000% | 14,250.00 | 44,250.00 | 44,250.00 |
| 09/30/2050 | 30,000.00 | 5.000% | 12,750.00 | 42,750.00 | 42,750.00 |
| 09/30/2051 | 35,000.00 | 5.000% | 11,250.00 | 46,250.00 | 46,250.00 |
| 09/30/2052 | 35,000.00 | 5.000% | 9,500.00 | 44,500.00 | 44,500.00 |
| 09/30/2053 | 35,000.00 | 5.000% | 7,750.00 | 42,750.00 | 42,750.00 |
| 09/30/2054 | 40,000.00 | 5.000% | 6,000.00 | 46,000.00 | 46,000.00 |
| 09/30/2055 | 40,000.00 | 5.000% | 4,000.00 | 44,000.00 | 44,000.00 |
| 09/30/2056 | 40,000.00 | 5.000% | 2,000.00 | 42,000.00 | 42,000.00 |
| **Total** | **$680,000.00** | **-** | **$626,844.44** | **$1,306,844.44** | **$1,306,844.44** |

**AGENDA ITEM XIV**

# GREATER TEXOMA UTILITY AUTHORITY

**DATE:** **April 8, 2026**

**SUBJECT:** **AGENDA ITEM NO. XIV**

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

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD, AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH (HICKORY CREEK SUD-RANDOLPH WSC).**

## ISSUE

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

## BACKGROUND

Hickory Creek SUD-Randolph WSC contacted the Authority's General Manager requesting assistance in obtaining funding from the TWDB Drinking Water State Revolving Fund (DWSRF) for the upgrading of their water system to service their communities.

This project will address aging infrastructure and add an additional water well and appurtenances while adding redundancy and addressing pressure issues within the system to include the following:

- 400 GPM Woodbine water well, disinfection and control building;
- 300,000 Gallon elevated water storage tank, onsite controls;
- 200kW standby generator;
- Replacing aging waterlines;
- Replacing approximately 146 water meters.

## STAFF RECOMMENDATIONS

The staff recommends that the Board authorize the submission of a DWSRF application to the TWDB for funds to be used by the Authority for the Hickory Creek SUD-Randolph WSC in the amount not to exceed $12,500,000.

## ATTACHMENTS

Application Filing Resolution
Application Affidavit
Certificate of Secretary

# Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Grayson §

APPLICANT GTUA/Hickory Creek-Randolph §

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

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

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

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

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

None.

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

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

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

_____
Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,

on this _____ day of _____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

TWDB-0201A
Rev 11/16

# Application Filing and Authorized Representative Resolution

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

BE IT RESOLVED BY THE Board of Directors OF THE Greater Texoma Utility Authority:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $12,500,000 to provide for the costs of Capital Improvements for Hickory Creek SUD-Randolph.

SECTION 2: That Paul Sigle, General Manager be and is hereby designated the authorized representative of the Greater Texoma Utility Authority for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

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

Financial Advisor: Garry Kimball, Specialized Public Finance
248 Addie Roy Road, Suite B-103, Austin, TX 78746-4110

Engineer: Angel Delgado
118 McKinney St. Farmersville, TX 75442

Bond Counsel: Kristen Savant, Norton Rose Fulbright
2200 Ross Ave. Suite 3600, Dallas, TX 75201-7932

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

ATTEST: _____ By:_____

(Seal)

TWDB-0201B
Rev 11/16

# Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Grayson §
APPLICANT GTUA/Hickory Creek-Randolph §

I, the undersigned, Secretary of the Greater Texoma Utility Authority Texas, DO HEREBY CERTIFY as follows:

1. That on the _____day of May, 2026, a regular/special meeting of the Greater Texoma Utility Authority was held; the duly constituted members of the Board of Directors being as follows:

Brad Morngan, Donald Johnston, Scott Blackerby, Stanley Thomas, Ken Brawley, Matt Brown, Josh Wells, Henry Koehler, & Kristofor Spiegel

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

_____

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

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

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

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the Greater Texoma Utility Authority for this meeting.

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

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

_____
Secretary

(SEAL)

**AGENDA ITEM XV**

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **May 12, 2026**

**SUBJECT:** **AGENDA ITEM NO. XV**

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

**CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE APPROVAL AND EXECUTION OF A WATER FACILITIES FUNDING AGREEMENT BY AND BETWEEN THE GREATER TEXOMA UTILITY AUTHORITY AND THE CITY OF SHERMAN IN CONNECTION WITH THE LAKE TEXOMA PUMP STATION IMPROVEMENTS AND TEXOMA RAW WATER PIPELINE NO. 2 PROJECT, INCLUDING THE ADOPTION OF A RESOLUTION PERTAINING THERETO.**

## ISSUE
Approval of the Water Facilities Funding Agreement with the City of Sherman.

## BACKGROUND
North Texas Municipal Water District is in the process of proceeding with paralleling the Raw Water Pipeline from Lake Texoma to their Howe Balancing Reservoir located near Howe, Texas. GTUA on behalf of the City of Sherman holds a stake in the current Raw Water Pipeline between the Lake Texoma Pump Station and the City of Sherman Water Treatment Plant. For the new 82-inch Raw Water Pipeline, GTUA will hold a 25% stake for the portion of the line between the Lake Texoma Pump Station and Sherman Water Treatment Plant and a 5% stake for the portion between Sherman Water Treatment Plant and Rayborn Power Plant. The line is expected to be under construction in 2027 and completed in late 2030.

## CONSIDERATION
With the uniqueness of this project, the current Water Supply and Sewer Service Agreement between GTUA and the City of Sherman doesn't adequately address the responsibilities of the Authority and the City when it comes to funding the project. City and Authority Staff has been working on a Water Facilities Funding Agreement to cover the funding for this project.

## STAFF RECOMMENDATIONS
The Authority Staff will provide a recommendation at the Board Meeting.

## ATTACHED
Draft Water Facilities Funding Agreement
Amended Water Supply and Sewer Service Agreement

# WATER FACILITIES FUNDING CONTRACT

## LAKE TEXOMA PUMP STATION IMPROVEMENTS AND TEXOMA RAW WATER PIPELINE NO. 2 PROJECTS

**THE STATE OF TEXAS** §
§
**COUNTY OF GRAYSON** §

THIS WATER FACILITIES FUNDING CONTRACT is made and entered into 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 Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended (the "Act"), and the CITY OF SHERMAN, TEXAS, a home-rule municipal corporation in the County of Grayson, Texas (hereinafter referred to as the "City") duly created and existing under the laws of the State of Texas.

**WITNESSETH:**

WHEREAS, the Authority, acting pursuant to the Act, intends to enter into that certain Cost Share Agreement for Lake Texoma Pump Station Improvements and Texoma Raw Water Pipeline No. 2 Projects with the North Texas Municipal Water District, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution (hereinafter referred to as "NTMWD"), approved by the Sherman City Council via Resolution No. [____] on May 19, 2026, by the Authority's Board of Directors on May 18, 2026, and NTMWD's Board of Directors on May 28, 2026 (hereinafter referred to as the "NTMWD Agreement"); and

WHEREAS, the Authority intends to issue one or more bonds to fund obligations in compliance with the NTMWD Agreement and perform other rights and obligations under the NTMWD Agreement for the purpose of facilitating the construction, maintenance and operation of the Shared Infrastructure (as defined in the NTMWD Agreement), as applicable under the NTMWD Agreement; and

WHEREAS, the Authority entered into the Contractual Agreement – Texoma Water Diversion dated October 31, 1985 (the "Water Diversion Contract") and the

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Operation and Maintenance Agreement dated January 20, 2004 (including any amendments thereto, the "Operation and Maintenance Agreement"), which provides GTUA with the right to use and operate Shared Infrastructure (as defined in the Water Diversion Contract), and GTUA represents that the Water Diversion Contract and the Operation and Maintenance Agreement remains effective and enforceable and that it has the right under the Water Diversion Contract and Operation and Maintenance Agreement to assign rights to the City to use and operate Shared Infrastructure (as defined in the Water Diversion Contract); and

WHEREAS, the City intends to acquire, construct, improve and repair the Pump Station Improvements (as defined in the NTMWD Agreement), use and operate the Shared Pipeline Section (as defined in the NTMWD Agreement) and make payments to the Authority under this Contract to be pledged to the payment and security of the bond(s) to be issued by the Authority and will constitute the basis for the Authority's credit in financing the Shared Pipeline Section (as defined in the NTMWD Agreement); and

WHEREAS, each party represents that it is independently authorized to perform the functions or services contemplated by this Contract; and

WHEREAS, each party desires to enter into this Contract pursuant to Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act), as amended; and

WHEREAS, the subject matter of this Contract constitutes a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties; and

WHEREAS, each party obligated to pay for the performance of governmental functions or services under this Contract shall make those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Contract; and

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies, have mutually agreed upon the terms and conditions of this Contract; now, therefore:

IN CONSIDERATION of the mutual covenants, agreements and

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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 of 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 a Bond 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 each such Bond will be used to discharge the cost of the Shared Pipeline Section. The Authority shall provide to City copies of each Bond Resolution and any amendments thereto at least 72 hours before each resolution or amendment is to be considered by the Authority's Board of Directors, and the City is entitled to object to each resolution or amendment prior to action by the Board of Directors, in which case the Board of Directors shall not approve the resolution or amendment;

(d) "Bonds" shall mean any bonds to be issued from time to time by the Authority for the purpose of providing funds to pay the necessary costs of the Shared Pipeline Section upon the written request of the City, whether in one or more series or issues, or any bonds issued to refund same;

(e) "City" shall mean the City of Sherman, Texas;

(f) "Cost of the Project" shall mean, with respect to the Shared Pipeline

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Section, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of the Shared Pipeline Section, 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 Shared Pipeline Section, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of the Shared Pipeline Section and all legal fees, printing and other costs, fees and expenses necessary for or incident to the issuance of the Bonds;

(g) "Fiscal Year" shall mean the twelve month operating period commencing October 1st of each year;

(h) "Maintenance and Operation Expense of the Project" shall mean the expense of maintenance and operation of the Shared Pipeline Section 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;

(i) "Pump Station Improvements" shall mean the Pump Station Improvements as defined in the NTMWD Agreement for which the City has made a written request for funding from the Authority and which are to be (i) constructed in order to meet the contractual obligations hereunder and under the NTMWD Agreement, and (ii) financed by the Authority through the issuance of bonds or other obligations, under the First Amended and Restated Contract for Water Supply and Sewer Service dated August 30, 2024 between the City and GTUA;

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(m) "Shared Pipeline Section" shall mean the Shared Pipeline Section as defined in the NTMWD Agreement.

## ARTICLE II

## REPRESENTATIONS AND AGREEMENTS

**SECTION 2.01: The City's Representations and Agreements.**

In connection with its undertakings hereunder, the City represents to the Authority and agrees with the Authority as follows:

(a) In its capacity as a duly incorporated city of Texas, it is empowered under applicable laws of Texas, particularly under the Interlocal Cooperation Act, 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) It will timely pay to the Authority the full amount it is required to pay under the provisions of this Contract;

(c) It will plan, construct, maintain, operate and finance its own utility system and set retail rates to individual customers for water and sanitary sewer service adequate to pay all City obligations secured by and made payable from the revenues derived from the operation of the City's combined water and sanitary sewer system;

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

**SECTION 2.02: Representations and Agreements of Authority.**

In connection with its undertakings hereunder, the Authority represents to the City and agrees with the City as follows:

(a) In its capacity as conservation and reclamation Authority created by the Act, pursuant to Article XIV, Section 59 of the Texas Constitution, it is empowered under the applicable laws of the State of Texas, particularly under the Interlocal Cooperation Act and the Texas Water Code, to

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enter into the engagements prescribed for it under this Contract, the NTMWD Agreement, Water Diversion Contract and the Operation and Maintenance Agreement and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract, the NTMWD Agreement, Water Diversion Contract and the Operation and Maintenance Agreement; and

(b) It will finance all costs of the Shared Pipeline Section and any grant secured for the construction of the Shared Pipeline Section;

(c) It will cooperate with the City in the performance of the duties and responsibilities assigned to the City by this Contract, the NTMWD Agreement, Water Diversion Contract and the Operation and Maintenance Agreement;

(d) It will enforce the terms of the NTMWD Agreement. Water Diversion Contract and the Operation and Maintenance Agreement or authorize the City to enforce the terms of the NTMWD Agreement, Water Diversion Contract and the Operation Agreement on behalf of the Authority;

(e) It will assign to the City any and all rights to use and operate the Shared Pipeline Section and cooperate with the City in the event NTMWD or any other person challenges the City's rights to use and operate the Shared Pipeline Section; and

(f) It will comply with the terms of the NTMWD Agreement, Water Diversion Contract and the Operation and Maintenance Agreement. It will not agree to any amendment or termination of the NTMWD Agreement, Water Diversion Contract, or the Operation and Maintenance Agreement without the prior written approval of the City.

## ARTICLE III

## FISCAL MATTERS

**SECTION 3.01: Payment for Service.**

The Authority will provide from the proceeds received through the issuance

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and sale of its Bonds such funds as are necessary, when coupled with any funds or property provided by the City and any grant received for the purpose of providing all or part of each Shared Pipeline Section. It is agreed that the City and its customers shall have the use of the Shared Pipeline Section for the useful life of the Shared Pipeline Section, unless otherwise approved by the City. In consideration for the Authority's obligations hereunder, the City recognizes and agrees that the Authority is the joint owner of the Shared Pipeline Section during the period in which one or more Bonds to fund the Shared Pipeline Section have been duly issued and remain outstanding. It is further agreed that the City's obligations to make any and all payments for the Shared Pipeline Section as specified in this Article will automatically terminate when all of the Authority's Bonds issued in connection with the Shared Pipeline Section have been paid in full and retired and are no longer outstanding. It is further agreed that upon completion of the Shared Pipeline Section, and when all of the Authority's Bonds issued in connection with the Shared Pipeline Section have been paid in full and retired and are no longer outstanding, GTUA's ownership interest in the Shared Pipeline Section shall automatically transfer to and fully vest in the City. At the request of the City, the Authority shall promptly provide to the City a written statement or other evidence of such ownership transfer on a form approved by both parties. In addition, the City shall have the right to use and operate the Shared Pipeline Section as GTUA's assignee under the NTMWD Agreement, Water Diversion Contract, and the Operation and Maintenance Agreement. It is within the lawful and reasonable contemplation of the parties that the amounts due under this Contract from the City will be satisfied out of current revenues or some currently available fund within the immediate control of the City. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on the Bonds is from the payments to be made by the City to the Authority under this Contract, grant funds received for the purpose of providing all or part of each Shared Pipeline Section and other funds as approved by the City and GTUA, and the City agrees that it will make to the Authority the following payments:

(a) Monthly amortization payment. Such amounts, payable monthly on or before the 25th 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;

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(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 City) under the Bond Resolution in order to establish, maintain or, replenish the Reserve for the security and payment of Bonds similarly secured;

(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 Shared Pipeline Section, including the cost of routine annual accounting reports; and

(d) Extraordinary Expense Payment. Such amounts, as are necessary to pay or reimburse the Authority for any extraordinary, unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Shared Pipeline Section, 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 City and Authority. The City's obligation to pay such extraordinary, unexpected expenses or costs is conditioned on GTUA providing to the City advance written notice of the nature, cause and anticipated amount of such expenses or costs before GTUA incurs any such expenses or costs and the City providing written approval of the same.

**SECTION 3.02**: **Time for Making of Payments.**

The City agrees to make the payments required by Section 3.01 at the times hereafter specified:

(a) Monthly Amortization Payments. The City 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 Shared Pipeline Section 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 monies are not set aside for the payment of the interest

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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 City 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 City shall commence making these payments on the 25th day of a month, as may be provided in the Bond Resolution after the delivery of the initial series of Bonds to provide the Shared Pipeline Section, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such Bonds;

(c) Administrative Payment. The City shall commence making the administrative payment as required under Section 3.01(d) on the 10th day following the Effective Date (hereinafter defined) of this Contract, and thereafter such payment shall be made on the 25th day of each month thereafter throughout the term of this Contract;

(d) Extraordinary Expense Payment. The City shall make any extraordinary expense payment as required under Section 3.01(d) on the 30th day following the date the City receives the written statement with all relevant backup information therefore; and

(e) Maintenance and Operating Expenses. Such expenses shall be paid by the City as the same becomes due.

**SECTION 3.03**: Covenant of Timely Payment.

The City 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 Shared Pipeline Section has been abandoned or discontinued, or if the Shared Pipeline Section has been rendered wholly or partially unusable by reason for "force majeure". The City recognizes the fact that the Authority will use the payment received from the City hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled

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to rely on the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the City.

**SECTION 3.04**: Late Payment Penalty.

Should the City fail to make any payment at the times herein specified, interest on such amounts shall accrue at the rate specified in Section 2251.025 of the Texas Government Code 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 3.05**: Priority of Charges - City to Fix Adequate Rates.

(a) The City represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the City's combined water and sanitary sewer system; and

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

**SECTION 3.06**: Nature of Obligation of City.

The payments required to be made by the City 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 a Shared Pipeline Section and regardless of whether the Shared Pipeline Section shall have been wholly or partially destroyed or damaged. The agreements of the City shall be and are separate and independent covenants and the City shall have no rights of setoff, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the City 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 City pursuant to

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this Contract are to be collected from the sources referenced herein, and from no other.

**SECTION 3.07**: Right to Audit; Access to Books and Records.

The City shall have the right to audit, to examine and to make copies of or extracts from all financial, performance and compliance records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to the Authority's activities under this Contract, the NTMWD Agreement, Water Diversion Contract or the Operation and Maintenance Agreement kept by or under the control of the Authority, including but not limited to, those kept by the Authority, its employees, agents, assigns successors and subcontractors. In the event of such audit, the Authority agrees to provide the City with reasonable access to the Authority's employees and make all such financial, performance and compliance records available to the City. The Authority shall, at all times during the term of this Contract and for a period of five years after the termination or expiration of this Contract, maintain such records, together with supporting or underlying documents and materials.

**SECTION 3.08**: Indemnity.

(a) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE AUTHORITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE CITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AUTHORITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE AUTHORITY, EXCEPT ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS SUBSECTION (a) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME**

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**CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE CITY.**

(b) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS IN CONNECTION WITH THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE AUTHORITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS SUBSECTION (b) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE AUTHORITY.**

## ARTICLE IV

## Miscellaneous Provisions

**SECTION 4.01**: Contract Term.

The obligation of the City to promptly make all prescribed payments shall commence with the delivery of the first series of Bonds issued to fund the cost of the Shared Pipeline Section and continue for the period during which the Bonds are outstanding and unpaid.

**SECTION 4.02**: Useful Life of Shared Pipeline Section.

The City and Authority agree and mutually find that the anticipated useful life of the Shared Pipeline Section equals or exceeds the period specified in the Bond

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Resolution(s) for the maturity of all Bonds authorized to be issued.

**SECTION 4.03**: Modification of Provisions.

This Contract may be changed and modified only with the consent of the governing bodies of all parties. 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 representatives 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 effect adversely the payment when due of all monies required to be paid by the City under the terms of this Contract and no such change will be effective which effects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

**SECTION 4.04**: Regulatory Provisions.

This Contract shall be subject to, and each party shall comply with, 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 4.05**: Taxes.

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

**SECTION 4.06**: Title to Water and Sewage.

Title to all water put into the Shared Pipeline Section by City under this Contract shall be in the City's Certificate of Convenience and Necessity (CCN).

**SECTION 4.07**: Notices.

Any notice, request, demand, statement or bill provided for in this Contract shall be in writing and shall be considered to have been duly delivered when sent by

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registered mail, addressed as follows:

| | |
|---|---|
| To the Authority: | 5100 Airport Drive<br>Denison, Texas 75020<br>Attention: General Manager |
| To the City: | City Hall<br>220 W. Mulberry<br>Sherman, Texas 75091<br>Attention: City Manager<br>City of Sherman |

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 4.08**: Covenant to Enforce Contractual Obligations.

The Authority covenants that it will enforce the obligations of the City 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 4.09:** Consequences of City Default.

The Authority and the City agree that in the event of default or threatened default, in the payment of principal 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 City 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 Shared Pipeline Section. 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 the City has heretofore issued,

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sold and delivered, and may in the future issue, sell and deliver, revenue and other bonds that are payable from and secured by a lien on and pledge of the net revenue of its combined water and sanitary sewer system.

The City represents to the Authority:

(a) There is no provision in the ordinances authorizing the issuance of such revenue bonds which prohibits the City from entering into and executing this Contract; and

(b) The execution of this Contract and the operation thereunder will not in any way impair the obligation of this Contract by and between the City and the owners of its outstanding bonds payable from revenues of its water and sanitary sewer system since the Shared Pipeline Section is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the City.

**SECTION 4.12**: Control of the Shared Pipeline Section by City.

The parties hereto recognize and it is specifically agree that after completion of the Shared Pipeline Section and during the term of this Contract, the City shall have the right to the use and utilization of the Shared Pipeline Section, for the benefit of the City, as determined by the City; that the City without hindrance from the Authority or the City, 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 Shared Pipeline Section, subject to the terms of the NTMWD Agreement. Except as specified in this Contract, the abandonment of the use of all or part of the Shared Pipeline Section 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 obligations under this Contract, other than the obligation of City 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 on, the obligation of the party giving such notice, so far as

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its 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, lockouts, 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 City 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 lockouts 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 lockouts 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 City from its obligations to make the payments required under the terms of Section 3.01 hereof; and

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

**SECTION 4.14**: Easements.

City agrees that Authority may have such easements over any easements, right of way or property held by City as are necessary so that the Pump Station Improvements herein anticipated and the placement thereof and of all required

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equipment may be appropriately provided.

**SECTION 4.15:** Bond Approval by the City.

(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 Authority must obtain the City approval of the issuance thereof as provided in this Section; and

(b) If the Bonds are sold at a public sale, the governing body of the City shall approve the issuance and notice of sale prepared in connection with the public offering of the Bonds and the facilities to be constructed or acquired by such authority.

**SECTION 4.16**: Effective Date of this Contract.

Nothing in this Contract is intended to amend, modify or otherwise alter the terms of the First Amended and Restated Contract for Water Supply and Sewer Service dated August 30, 2024 between the City and GTUA.

**SECTION 4.17**: 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 through not containing that particular provision and the rights and obligations of the parties shall be construed and in force accordingly.

**SECTION 4.18**: Immunity.

It is expressly understood and agreed that, in the execution and performance of this Contract, neither party has waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Contract, the parties do not create any obligations, express or implied, other than those set forth herein. Nothing in this Contract shall be construed to create any right in any third

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party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.

[*Signature page follows*.]

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**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. The date this Contract 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 Contract ("Effective Date").

GREATER TEXOMA UTILITY AUTHORITY

BY: _____
President, Board of Directors
DATE: _____

ATTEST:

_____
Secretary, Board of Directors

CITY OF SHERMAN, TEXAS

BY: _____
City Manager, City of Sherman
DATE: _____

ATTEST:

_____
City Clerk, City of Sherman
(Authority Seal)

APPROVED AS TO LEGAL FORM:

_____
City Attorney, City of Sherman

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**FIRST AMENDED AND RESTATED CONTRACT**
**FOR WATER SUPPLY AND SEWER SERVICE**

**THE STATE OF TEXAS §**
**§**
**COUNTY OF GRAYSON §**

THIS FIRST AMENDED AND RESTATED CONTRACT FOR WATER SUPPLY AND SEWER SERVICE is made and entered into between the GREATER TEXOMA UTILITY AUTHORITY (herein after 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 Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended (the "Act"), and the CITY OF SHERMAN, TEXAS, a home-rule municipal corporation in the County of Grayson, Texas (hereinafter referred to as the "City") 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 and the City have previously entered into that certain Contract for Water Supply and Sewer Service, dated as of March 1, 1985, as such contract has been amended from time to time (the "Prior Contract"); and,

WHEREAS, this First Amended and Restated Contract amends and restates the Prior Contract, but it is the express intention of the parties hereto that no amendment to the Prior Contract contained herein shall alter or impair any existing obligations to bondholders of Previously Issued Bonds (as defined herein) or constitute or be construed to be the extinguishment of any security or the indebtedness represented thereby or the reissuance of any security or the refunding of any indebtedness represented thereby; and

WHEREAS, the Authority, acting pursuant to the Act, proposes to issue bonds from time to time for the purpose of providing (i) certain sanitary sewer collection and treatment facilities for use by the City, and (ii) an additional supply of water to the City and certain water supply facilities in order to store and transport such water to the City; and

WHEREAS, payments made by the City to the Authority 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

WHEREAS, each party represents that it is independently authorized to perform the functions or services contemplated by this Contract; and

WHEREAS, each party desires to enter into this Contract pursuant to Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act), as amended; and

WHEREAS, the subject matter of this Contract constitutes a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties; and

WHEREAS, each party obligated to pay for the performance of governmental functions or services under this Contract shall make those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Contract; and

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies, 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 of 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 a Bond 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 each such Bond will be used to discharge the cost of a Project. The Authority shall provide to City a copy of each Bond Resolution and any amendments thereto at least 72 hours before each resolution or amendment is to be considered by the Authority's Board of Directors, and the City is entitled to object in writing to each resolution or amendment prior to action by the Board of Directors, in which case the Board of Directors shall not approve the resolution or amendment;

(d) "Bonds" shall mean any bonds to be issued from time to time by the Authority for the purpose of providing funds to pay the necessary costs of a Project upon the written request of the City, whether in one or more series or issues, or any bonds issued to refund same;

(e) "City" shall mean the City of Sherman, Texas;

(f) "Cost of the Project" shall mean, with respect to a Water Project or a Sewer Project, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of a 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 a Project, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of a Project and all legal fees, printing and other costs, fees and expenses necessary for or incident to the issuance of the Bonds;

(g) "Engineer" shall mean a registered, professional engineer (who may be

the City Engineer or the Authority's Engineer). The City and Authority agree that the Engineer may be a different firm on different aspects of a Project; and that each 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 City;

(h) "Fiscal Year" shall mean the twelve month operating period commencing October 1st of each year

(i) "Maintenance and Operation Expense of the Project" shall mean the expense of maintenance and operation of a 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) "Previously Issued Bonds" shall mean the outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2006 (City of Sherman Project)," (2) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2013A (City of Sherman Project)," (3) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2014 (City of Sherman Project)," (4) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015 (City of Sherman Project)," (5) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project)," (6) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015B (City of Sherman Project)," (7) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017 (City of Sherman Project)," (8) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project)," (9) "Greater Texoma Utility Authority Contract Revenue and Refunding Bonds, Series 2019 (City of Sherman Project)," (10) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project)," (11) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2020 (City of Sherman Project)," (12) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2021 (City of Sherman Project)," (13) "Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2021 (City of Sherman Project),"

(14) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project)," (15) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023 (City of Sherman Project)," (16) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023A (City of Sherman Project) and (17) Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of Sherman Project) heretofore issued which are in every respect on a parity with any proposed Bonds proposed to be issued pursuant to this Contract.

(k) "Project" shall mean a Water Project or a Sewer Project as described in each resolution or order of the Authority, 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.;

(l) "Sewer Project" shall mean the sanitary sewer facilities for which the City has made a written request for funding from the Authority and 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 City 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; and

(m) "Water Project" shall mean the water supply, storage and transmission facilities for which the City has made a written request for funding from the Authority and 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 City 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.

## ARTICLE II

## REPRESENTATIONS AND AGREEMENTS

### SECTION 2.01: The City's Representations and Agreements.

In connection with its undertakings hereunder, the City represents to the Authority and agrees with the Authority as follows:

(a) In its capacity as a duly incorporated city of Texas, it is empowered under applicable laws of Texas, particularly under the Interlocal Cooperation Act, 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) It will timely pay to the Authority the full amount it is required to pay under the provisions of this Contract;

(c) It will plan, construct, maintain, operate and finance its own utility system and set retail rates to individual customers for water and sanitary sewer service adequate to pay all City obligations secured by and made payable from the revenues derived from the operation of the City's combined water and sanitary sewer system;

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

**SECTION 2.02: Representations and Agreements of Authority.**

In connection with its undertakings hereunder, the Authority represents to the City and agrees with the City as follows:

(a) In its capacity as conservation and reclamation Authority created by the Act, pursuant to Article XIV, Section 59 of the Texas Constitution, it is empowered under the applicable laws of the State of Texas, particularly under 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; and

(b) That it will finance all costs of each Project not provided by the City and any grant secured for the construction of each Project; and

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

**SECTION 2.03: Construction.**

The City agrees to assume responsibility for the construction of each Project, and the Authority will enter into and enforce such contracts as are necessary to provide each Project. To this end, the Authority and the City agree that:

(a) Unless otherwise agreed by the parties in writing, the City shall be responsible for the preparation of final plans and specifications for each Project;

(b) Final plans and specifications for each Project shall be subject to the approval of the City;

(c) All construction contracts shall be let by the City, acting as GTUA's authorized agent, pursuant to all applicable laws;

(d) The Authority shall award all construction contracts, subject to the approval of each contract by the City;

(e) The Authority shall deposit from the proceeds from the sale of its Bonds and any grant funds received for the purpose of providing all or part of each Project in a segregated, special Construction Fund for each Project 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 each Project; and

(f) Unless otherwise agreed by the parties in writing, the City shall be responsible for the acquisition of all land, rights-of-way, property rights, easements and interest required to provide the Project

## 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 City and any grant received for the purpose of providing all or part of each Project. It is agreed that the City and its customers shall have the exclusive use of the entire Project for the useful life of each Project, unless otherwise approved by the City after consultation with Bond Counsel to the Authority to ensure compliance with covenants contained in the Bond Resolution(s), including compliance with the Internal Revenue Code of 1986 and Treasury Regulations promulgated thereunder. In consideration for the Authority's obligations hereunder, the City recognizes and agrees that the Authority is the owner of each Project during the period in which one or more Bonds to fund the Project have been duly issued and remain outstanding. It is further agreed that the City's obligations to make any and all payments for each Project as specified in this Article will automatically terminate when all of the Authority's Bonds issued in connection with each such Project have been paid in full and retired and are no longer outstanding. It is further agreed that upon completion of each Project, and when all of the Authority's Bonds issued in connection with each Project have been paid in full and retired and are no longer outstanding, ownership of the Project shall automatically transfer to and fully vest in the City. At the request of the City, the Authority shall promptly provide to the City a written statement or other evidence of such ownership transfer on a form approved by both parties. It is within the lawful and reasonable contemplation of the parties that the amounts due under this Contract from the City will be satisfied out of current revenues or some currently available fund within the immediate control of the City. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on the Bonds is from the payments to be made by the City to the Authority under this Contract, grant funds received for the purpose of providing all or part of each Project and other funds as approved by the City and GTUA, and the City agrees that it will make to the Authority the following payments:

(a) Monthly amortization payment. Such amounts, payable monthly on or before the 25th 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 City) under the Bond Resolution in order to establish, maintain or, replenish the Reserve for the security and payment of Bonds similarly secured;

(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

(d) Extraordinary Expense Payment. Such amounts, as are necessary to pay or reimburse the Authority for any extraordinary, unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Project, 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 City and Authority. The City's obligation to pay such extraordinary, unexpected expenses or costs is conditioned on GTUA providing to the City advance written notice of the nature, cause and anticipated amount of such expenses or costs before GTUA incurs any such expenses or costs and the City providing written approval of the same.

**SECTION 3.02**: **Time for Making of Payments.**

The City agrees to make the payments required by Section 3.01 at the times hereafter specified:

(a) Monthly Amortization Payments. The City 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 monies 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 City 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 City shall commence making these payments on the 25th day of a month, as may be provided in the Bond Resolution after the delivery of the initial series of Bonds to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such Bonds;

(c) Administrative Payment. The City shall commence making the administrative payment as required under Section 3.01(d) on the 10th day following the Effective Date (hereinafter defined) of this Contract, and thereafter such payment shall be made on the 25th day of each month thereafter throughout the term of this Contract;

(d) Extraordinary Expense Payment. The City shall make any extraordinary expense payment as required under Section 3.01(d) on the 30th day following the date the City receives the written statement with all relevant backup information therefore; and

(e) Maintenance and Operating Expenses. Such expenses shall be paid by the City as the same becomes due.

**SECTION 3.03**: Maintenance and Operation of the Project.

Unless otherwise agreed by the parties in writing, it is agreed that the City will be responsible for maintaining and operating each Project, and shall pay all costs and expenses incurred in regard to the maintenance and operation of each Project. The City 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.

**SECTION 3.04**: Insurance.

The City specifically agrees to carry fire, casualty, public liability, or other insurance on each Project for purposes and in an amount which would ordinarily be carried by a municipal corporation owning and operating such facilities. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged 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 City 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 unuseful by reason for "force majeure". The City recognizes the fact that the Authority will use the payment received from the City hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely on the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the City.

**SECTION 3.06**: Late Payment Penalty.

Should the City fail to make any payment at the times herein specified, interest on such amounts shall accrue at the rate specified in Section 2251.025 of the Texas Government Code 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 - City to Fix Adequate Rates.

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

water and sanitary sewer system; and

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

**SECTION 3.08**: Nature of Obligation of City.

The payments required to be made by the City 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 a Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the City shall be and are separate and independent covenants and the City shall have no rights of setoff, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the City 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 City pursuant to this Contract are to be collected from the sources referenced herein, and from no other.

**SECTION 3.09**: Right to Audit; Access to Books and Records.

The City shall have the right to audit, to examine and to make copies of or extracts from all financial, performance and compliance records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to the Authority's activities under this Contract kept by or under the control of the Authority, including but not limited to, those kept by the Authority, its employees, agents, assigns successors and subcontractors. In the event of such audit, the Authority agrees to provide the City with reasonable access to the Authority's employees and make all such financial, performance and compliance records available to the City. The Authority shall, at all times during the term of this Contract and for a period of five years after the termination or expiration of this Contract, maintain such records, together with supporting or underlying documents and materials.

**SECTION 3.10**: Indemnity.

(a) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE AUTHORITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE CITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AUTHORITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE AUTHORITY, EXCEPT ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS SUBSECTION (a) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE CITY.**

(b) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS IN CONNECTION WITH THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE AUTHORITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF**

**THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS SUBSECTION (b) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE AUTHORITY.**

## ARTICLE IV

## Miscellaneous Provisions

**SECTION 4.01**: Contract Term.

The obligation of the City to promptly make all prescribed payments shall commence with the delivery of the first series of Bonds issued to fund the cost of each Project and continue for the period during which the Bonds are outstanding and unpaid.

**SECTION 4.02**: Useful Life of Project.

The City and Authority agree and mutually find that the anticipated useful life of each 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.

It is specifically recognized by the parties hereto that the City, during the term of this Contract, may acquire other facilities so as to make the continued operation of each Project uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the City choose to discontinue the operation of all or part of a Project, the City 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 City, and any money realized from such salvage will serve as a reduction of such expense. The City 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 City to the Authority provided for by this Contract and all

payments provided for by this Contract shall remain obligations of the City 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 all parties. 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 representatives 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 effect adversely the payment when due of all monies required to be paid by the City under the terms of this Contract and no such change will be effective which effects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

**SECTION 4.05**: Regulatory Provisions.

This Contract shall be subject to, and each party shall comply with, 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 a 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 a Project under this Contract shall be in the City's Certificate of Convenience and Necessity (CCN).

**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 duly 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 City: City Hall
220 W. Mulberry
Sherman, Texas 75091
Attention: City Manager
City of Sherman

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 City 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.l0:** Consequences of City Default.

The Authority and the City agree that in the event of default or threatened default, in the payment of principal 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 City 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 the City has heretofore issued, sold and delivered, and may in the future issue, sell and deliver, revenue and other bonds that are payable from and secured by a lien on and pledge of the net revenue of its combined water and sanitary sewer system;

The City represents to the Authority:

(a) There is no provision in the ordinances authorizing the issuance of such revenue bonds which prohibits the City from entering into and executing this Contract; and

(b) The execution of this Contract and the operation thereunder will not in any way impair the obligation of Contract by and between the City and the owners of its outstanding bonds payable from revenues of its water and sanitary sewer system since each Project is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the City.

**SECTION 4.12**: Control of Project by City.

The parties hereto recognize and it is specifically agreed that after completion of each Project and during the term of this Contract, the City shall have the exclusive right to the use and utilization of the Project, for the benefit of the City, as determined by the City; that the City without hindrance from the Authority or the City, 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 each such Project. Except as specified in this Contract, the abandonment of the use of all or part of each 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 obligations under this Contract, other than the obligation of City 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 on, the obligation of the party giving such notice, so far as its 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, lockouts, 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 City 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 lockouts 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 lockouts 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 City 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 City's ability to operate the Project is affected by any such causes, the City shall promptly notify the other party in writing giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption; and

**SECTION 4.14**: Easements.

City agrees that Authority may have such easements over any easements, right of way or property held by City as are necessary 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 City.

(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 governing body of the City shall approve the issuance thereof by the Authority and the facilities to be constructed or acquired by the Authority.

**SECTION 4.16**: Effective Date of this Contract.

(a) The parties hereto recognize this Contract amends and restates the Prior Contract to the extent any certain amendment does not affect adversely or cause a violation of any covenants contained in the Bond Resolution(s) of Previously Issued Bonds.

**SECTION 4.17**: 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 through not containing that particular provision and the rights and obligations of the parties shall be construed and in force accordingly.

If any amendment herein of the Prior Contract or the application thereof to any circumstance shall be held to affect adversely the payment when due of monies required to be paid by the City under the terms of the Prior Contract or affects adversely or causes a violation of any covenants contained in the Bond Resolution (s) for the Previously Issued Bonds, no such amendment shall become effective and the remainder of this Contract or the application thereof to other circumstances shall nevertheless be valid.

**SECTION 4.18**: Immunity.

It is expressly understood and agreed that, in the execution and performance of this Contract, neither party has waived, nor shall be deemed hereby to have

waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Contract, the parties do not create any obligations, express or implied, other than those set forth herein. Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.

**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. The date this Contract 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 Contract ("Effective Date").

GREATER TEXOMA UTILITY AUTHORITY

BY: _____
President, Board of Directors

DATE: 8-19-24

ATTEST:

_____
Secretary, Board of Directors

CITY OF SHERMAN, TEXAS

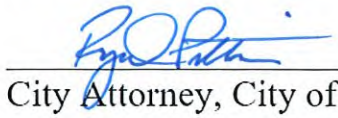
BY: _____
City Manager, City of Sherman

DATE: 8/30/2024

ATTEST:

_____
City Clerk, City of Sherman
(Authority Seal)

APPROVED AS TO LEGAL FORM:



City Attorney, City of Sherman
(Authority Seal)

# AGENDA ITEM XVI

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **May 12, 2026**

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

**SUBJECT:** **AGENDA ITEM NO. XVI**

**CONSIDER AND ACT UPON THE APPROVAL AND EXECUTION OF A COST SHARE AGREEMENT BY AND BETWEEN THE GREATER TEXOMA UTILITY AUTHORITY AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT IN CONNECTION WITH THE LAKE TEXOMA PUMP STATION IMPROVEMENTS AND TEXOMA RAW WATER PIPELINE NO. 2 PROJECTS**

## ISSUE

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

## BACKGROUND

North Texas Municipal Water District is in the process of proceeding with paralleling the Raw Water Pipeline from Lake Texoma to their Howe Balancing Reservoir located near Howe, Texas. GTUA on behalf of the City of Sherman holds a stake in the current Raw Water Pipeline between the Lake Texoma Pump Station and the City of Sherman Water Treatment Plant. For the new 82-inch Raw Water Pipeline, GTUA will hold a 25% stake for the portion of the line between the Lake Texoma Pump Station and Sherman Water Treatment Plant and a 5% stake for the portion between Sherman Water Treatment Plant and Rayborn Power Plant. The line is expected to be under construction in 2027 and completed in late 2030.

## CONSIDERATIONS

The City of Sherman and Authority Staff has been working with NTMWD on a Cost Sharing agreement for the project and the agreement is ready to be approved by the Board. The agreement includes payment schedule for our share of the project and a credit for the NTMWD share of the Lake Texoma Pump Station Improvements constructed by the City of Sherman. That project is expected to be closed out a the next Board meeting.

## STAFF RECOMMENDATIONS

The Authority Staff recommend the Board approve the agreement with NTMWD. This item needs to be contingent on the City of Sherman's approval.

**COST SHARE AGREEMENT**
**FOR LAKE TEXOMA PUMP STATION IMPROVEMENTS AND TEXOMA RAW WATER PIPELINE NO. 2 PROJECTS**

This Cost Share Agreement for Lake Texoma Pump Station Improvements, SHM23287, and Texoma Raw Water Pipeline No.2, Project No. 101-0633-23, Projects (the "***Agreement***") is made this ____ day of _____, ____, (the "***Effective Date***") by and between North Texas Municipal Water District, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution ("***NTMWD***") and Greater Texoma Utility Authority, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution ("***GTUA***"). NTMWD and GTUA may be collectively referred to herein as the "***Parties***".

**RECITALS**

WHEREAS, NTMWD and GTUA entered into that certain *Contractual Agreement – Texoma Water Diversion* dated October 31, 1985 (the "***Water Diversion Contract***") which, among other things, contemplated the construction of certain intake pump facilities for raw water intake and distribution from Lake Texoma, defined as the "Joint Facilities" in the Water Diversion Contract; and

WHEREAS, previous cost share agreements for Lake Texoma facilities benefiting both NTMWD and GTUA have historically reflected an 80/20 split between NTMWD and GTUA contributions, respectively. This Agreement establishes a revised cost allocation of 75/25 between NTMWD and GTUA. All existing executed cost share agreements remain separate and are unaffected by this Agreement, with payments between GTUA and NTMWD continuing in accordance with the terms of their respective agreements; and

WHEREAS, the Water Diversion Contract contemplates that the Parties shall enter into separate agreements for the distribution of proportionate costs of future improvements related to the Joint Facilities; and

WHEREAS, in association with the Lake Texoma Pump Station Improvements, Project No. SHM23287, the City of Sherman, Texas ("**City**") has completed the design and construction of improvements to the City's designated pumps and associated infrastructure (collectively, the "**Pump Station Improvements**"). The Parties have agreed to allow NTMWD future use of the proposed 54-inch pipeline header from any side of the pump station and associated appurtenances to the parallel pipe connection, which comprise a portion of the Pump Station Improvements, making a limited portion of the Pump Station Improvements a "Joint Facility" as defined in the Water Diversion Contract (the "**Shared Pump Station Improvements**"); and

WHEREAS, in association with the Texoma Raw Water Pipeline (RWPL) No. 2, Project No. 101-0633-23, NTMWD will design and build an 84-inch Poly-coated, mortar-lined steel pipeline with associated valves and appurtenances, from the existing Lake Texoma Pump Station to the Texoma Balancing Reservoir in Howe, Texas (collectively, the "**Pipeline Improvements**"). The Parties have agreed to include take points from the Pipeline Improvements to the Sherman

Water Treatment Plant at the two take points that match the existing take points along the 72-inch raw water pipeline and a third take point that matches the existing take point at the Rayburn Energy Station (previously known as Panda Power Plant); hence considering it a Joint Facility as defined in the Water Diversion Contract (the **"Shared Pipeline Section"** and together with the Shared Pump Station Improvements, the **"Shared Infrastructure"**); and

WHEREAS, each Party represents that it is independently authorized to perform the functions or services contemplated in this Agreement; and

WHEREAS, each Party desires to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, as amended; and

WHEREAS, the subject matter of this Agreement constitutes a governmental function that serves the public health, safety and welfare and is of mutual concern to the Parties; and

WHEREAS, each Party obligated to pay for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying Party and all payments are in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement; and

WHEREAS, the Parties desire to memorialize their agreement as to the sharing of the costs of construction of the Shared Infrastructure.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Limits of Shared Pump Station Improvements.** The Shared Pump Station Improvements are limited to 114 linear feet of the 54-inch pipeline and associated appurtenances to the connection of the parallel transmission pipes, as depicted in the shaded portion of **Exhibit A-1**, attached hereto.

2. **Limits of Shared Pipeline Section.** The Shared Pipeline Section is limited to all portions of the pipeline and appurtenances from the connection at Lake Texoma Pump Station (PS) to Sherman Water Treatment Plant (WTP) at La Cima Road (approximately 10.4 miles south of the Lake Texoma Pump Station), then continuing on to the connection at Rayburn Energy Station at Progress Drive (approximately 11.2 miles south of Sherman WTP), for a total of approximately 21.6 miles of shared pipeline, as depicted in the red and blue sections of the pipeline shown on **Exhibit A-2**, attached hereto.

3. **Construction of the Pump Station Improvements**. City shall have the sole discretion and responsibility for the planning, design, construction, and installation of the Pump Station Improvements included in Project No. SHM23287). NTMWD agrees to credit

GTUA a percentage of the Shared Pump Station Improvements. The mutually agreed upon estimated costs of the Pump Station Improvements Project is attached hereto as **Exhibit B-1.**

4. **Construction of the Pipeline Improvements**. NTMWD shall have the sole discretion and responsibility for the planning, design, construction, and installation of the Pipeline Improvements as depicted in the contract documents for NTMWD Project No. 101-0633-23. NTMWD has entered into an agreement dated October 23, 2025, with Garney as the Construction Manager at Risk to construct this project, currently scheduled for final completion October 2030. The mutually agreed upon estimated costs of the Pipeline Improvements Project is attached hereto as **Exhibit B-2.**

5. **Costs of Construction.** Attached hereto as **Exhibit B-3** is a summary of the total estimated costs for each project and the calculation of estimated shared costs (the "***Total Project Costs***"). Each Party shall maintain a system of records necessary to support and establish the eligibility of all payment claims made under this Agreement. These records may be reviewed by the other Party at any reasonable time to substantiate the payment claim by a Party and/or determine the need for an adjustment in the payment amount asserted by a Party. Notwithstanding any statement to the contrary in this Agreement, in the event the estimated shared costs amounts set forth in **Exhibit B-3** exceed the actual shared costs amount of either project by 25% or more, the Parties agree to enter into good-faith negotiations regarding a final true-up to determine the amount due from either Party under this Agreement.

6. **GTUA Share**. In regard to the Shared Pump Station Improvements, GTUA hereby agrees to pay 25% of the actual cost of the Shared Pump Station Improvements as shown on **Exhibit B-3.** In regard to the Shared Pipeline Section, GTUA hereby agrees to pay 25% of the actual cost of the Shared Pipeline Section depicted in red on Exhibit A-2 (the pipeline section from the Lake Texoma PS to the Sherman WTP) and 2% of the actual cost of the portion of the Shared Pipeline Section depicted in blue on Exhibit A-2 (the pipeline section from the Sherman WTP to the Rayburn Energy Station)(collectively, the "***GTUA Share***"). The GTUA Share is currently estimated to be $60,499,608.53, as depicted on **Exhibit B-3.** (25% of Shared Pump Station Improvements=$4,390,260.32; 25% of red portion of Shared Pipeline Section=$51,658,748.35; 2% of blue portion of Shared Pipeline Section=$4,450,599.86).

7. **NTMWD Share**. In regard to the Shared Pump Station Improvements, NTMWD hereby agrees to pay 75% of the actual cost of the Shared Pump Station Improvements, as shown on **Exhibit B-3.** In regard to the Shared Pipeline Section, NTMWD hereby agrees to pay 75% of the actual cost of the Shared Pipeline Section depicted in red on Exhibit A-2 (the

pipeline section from the Lake Texoma PS to the Sherman WTP) and 98% of the actual cost of the portion of the Shared Pipeline Section depicted in blue on Exhibit A-2 (the pipeline section from the Sherman WTP to the Rayburn Energy Station) (collectively, the "***NTMWD Share***"). The NTMWD Share is currently estimated to be $384,181,477.04, as depicted on **Exhibit B-3**. (75% of Shared Pump Station Improvements=$11,125,838.95; 75% of red portion of Shared Pipeline Section=$154,976,245.05; 98% of blue portion of Shared Pipeline Section=$218,079,393.04).

8. **Construction Costs Subject to Change**. Construction costs of the Pipeline Improvements, including the Shared Pipeline Section, are subject to change according to the contract awarded, change orders, amendments, and final payment as approved by the NTMWD's Board of Directors. Construction costs of the Pump Station Improvements, including the Shared Pump Station Improvements, are subject to change according to the contract awarded, change orders, amendments, and final payment as approved by GTUA's Board of Directors. While Exhibit B-3 to the Agreement includes projected costs of construction, it is understood by all Parties that these are just estimates and that the final calculation of the GTUA Share and NTMWD Share will be based upon the actual final costs and allocated based upon the percentages set forth in Paragraphs 6 and 7, above.

9. **Payments/Credit of Parties' Respective Shares**.

   A. **Payment for Pump Station Improvements**. GTUA shall make all payments related to the planning, design, construction, and installation of the Pump Station Improvements. As detailed in Section 7, above, NTMWD has agreed to pay 75% of the actual cost of the Shared Pump Station Improvements. The estimated amount to be paid by NTMWD for its 75% of the Shared Pump Station Improvements costs is currently $11,125,838.95, as detailed on **Exhibit B-3**. Rather than make this payment in cash to GTUA, NTMWD shall provide its 75% of the Shared Pump Station Improvements costs to GTUA in the form of a credit against GTUA's obligations to pay the GTUA Share to NTMWD, the mechanics and timing of which is detailed in Section 9(B), below.

   B. **Payment for the Pipeline Improvements.** NTMWD shall make all payments related to the planning, design, construction, and installation of the Pipeline Improvements. As detailed in Section 6, above, GTUA has agreed to pay to NTMWD 25% of the actual cost of the Shared Pipeline Section depicted in red on **Exhibit A-2** (the pipeline section from the Lake Texoma PS to the Sherman WTP) and 2% of the actual cost of the portion of the Shared Pipeline Section depicted in blue on **Exhibit A-2** (the pipeline section from the Sherman WTP to the Rayburn Energy Station). The estimated amount to be paid by GTUA for its 25% of the actual cost of the Shared Pipeline Section

depicted in red on **Exhibit A-2** (the pipeline section from the Lake Texoma PS to the Sherman WTP) is $51,658,748.35, as detailed on **Exhibit B-3**. The estimated amount to be paid by GTUA for its 2% of the actual cost of the Shared Pipeline Section depicted in blue on **Exhibit A-2** (the pipeline section from the Sherman WTP to the Rayburn Energy Station) is $4,450,599.86, as detailed on **Exhibit B-3**. The total estimated amount to be paid by GTUA to NTMWD for the Shared Pipeline Section is $56,109,348.21. As described in Section 9(A), above, this amount shall be reduced by the credit to be given by NTMWD for its 75% of the Shared Pump Station Improvements costs, thereby reducing the total amount estimated to be paid by GTUA to NTMWD for its share of the Shared Pipeline Section costs to $44,983,509.26 (i.e., $56,109,348.21 minus $11,125,838.95).

GTUA's payment schedule for its share of the Shared Pipeline Section costs are as follows:

1. GTUA shall pay to NTMWD an amount equal to 25% of the estimated GTUA Share minus the amount of the credit as described in Section 9(A) ($56,109,348.21 * .25 = $14,027,337.05 - $11,125,838.95=**$2,901,498.10**) no later than thirty (30) days after NTMWD provides to GTUA written notice with supporting evidence that a work authorization for pipe material procurement has been awarded by NTMWD's Board of Directors for the Pipeline Improvements. Notwithstanding anything to the contrary, the above-reference payment shall be made by GTUA to NTMWD no later than August 1, 2026.

2. GTUA shall pay to NTMWD an amount equal to the balance (75%) of the estimated GTUA Share ($56,109,348.21 * 0.75 = $42,082,011.16) no later than thirty (30) days after NTMWD provides to GTUA written notice with supporting evidence that the first work authorization for the Share Pipeline Section has been awarded by NTMWD's Board of Directors. Notwithstanding anything to the contrary, in no event must the payment required by this subsection be required to be made prior to September 30, 2026. Notwithstanding anything to the contrary, the above-reference payment shall be made by GTUA to NTMWD no later than March 1, 2027, in time for the contemplated March 25, 2027, NTMWD Board consideration of the construction work packages.

3. **"True Up."** Thirty (30) days after final completion of Texoma Raw Water Pipeline (RWPL) No. 2, Project No.101-0633-23, currently scheduled for October 2030 but subject to change, NTMWD and GTUA will prepare and deliver to each other a final accounting of all costs expended on the Texoma Pump Station Improvements Project and the Texoma Raw Water Pipeline

(RWPL) No. 2, Project No.101-0633-23, respectively, and the interest earnings on any of the GTUA deposited funds, along with backup documentation. In the event that upon accounting for the actual costs of construction, GTUA has paid to NTMWD more than the actual GTUA Share plus any interest earnings, NTMWD shall pay to GTUA within thirty (30) days any money necessary to "true up" the accounting. In the event that upon accounting for the actual costs of construction, GTUA has paid to NTMWD less than the actual GTUA Share plus any interest earnings, GTUA shall pay to NTMWD within thirty (30) days any money necessary to "true up" the accounting.

10. **Management of GTUA Deposited Funds**. NTMWD shall deposit and maintain all funds paid by GTUA pursuant to this Agreement in a separate, interest-bearing account, such as a Local Government Investment Pool or other similar account authorized under applicable law and in compliance with NTMWD's Investment Policy. These funds shall not be commingled with any other funds of NTMWD. All interest or investment earnings accrued on the deposited funds shall be the sole property of GTUA and shall be credited accordingly.

11. **Operation and Maintenance**. Operation and maintenance of the Shared Infrastructure shall continue to be performed in accordance with that certain *Operation and Maintenance Agreement* between the Parties, dated January 20, 2004, including any amendments or successor agreements thereto.

12. **Notice / Opportunity to Cure / Remedies**. Each Party shall have any and all rights and remedies available to them at law or in equity in the event of a breach of this Agreement. In the event of a breach by either Party of any of the covenants or obligations contained in this Agreement, the non-breaching Party shall notify the breaching Party in writing and specify the nature of the breach. The breaching Party shall thereafter have thirty (30) days from date the notice is received in which to cure such breach, failing in which the non-breaching Party shall be entitled to terminate this Agreement by written notice to the breaching party and to seek recovery of any and all remedies to which it is entitled under the Agreement, at law, and/or in equity.

13. **Liability**. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity other than as stated in this Agreement.

14. **Notice**. Any notice required herein must be in writing and served by depositing the same in the United States mail postpaid and registered or certified to the Party to be notified,

with return receipt requested. For the purposes of notice, the addresses of the Parties shall be as follows:

**NTMWD:**
Attn: Executive Director and General Manager
North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098
Phone: (972) 442-5405

**GTUA:**
Attn: General Manager
Greater Texoma Utility Authority
5100 Airport Road
Denison, TX 75020
Phone: (903) 786-4433

15. **No Third-Party Beneficiaries**. NTMWD and GTUA are entering into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties.

16. **No Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate entity, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

17. **Entire Agreement; Amendments; Captions**. This Agreement, along with the Water Diversion Contract, contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the parties hereto respecting such matters. This Agreement may be amended by written agreement of amendment executed by both parties thereto, but not otherwise. Section headings shall not be used in construing this Agreement.

18. **Attorneys' Fees**. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the Party prevailing in any such action or proceedings shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees and

reasonable costs and expenses incurred by the prevailing Party, including such fees and costs incurred with respect to appeals, arbitrations and bankruptcy proceedings.

19. **Cumulative Remedies**. No remedy conferred upon a Party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute (except as otherwise expressly herein provided).

20. **Binding Effect; Governing Law**. Except as expressly provided otherwise in this Agreement, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the rules governing choice of law. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the State District Courts of Collin County Texas.

21. **Successors and Assigns**. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall be at the sole discretion of such Party.

22. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

23. **Severability**. If any provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, neither Party has waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it 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.

**NTMWD:**

**NORTH TEXAS MUNICIPAL WATER DISTRICT, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution**

**By:** _____
**Name: Jennafer P. Covington**
**Title: Executive Director and General Manager**

**Attest:** _____

**GTUA:**

**GREATER TEXOMA UTILITY AUTHORITY, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution**

**By:** _____
**Name:** _____
**Title:** _____

**Attest:** _____

**EXHIBIT A**

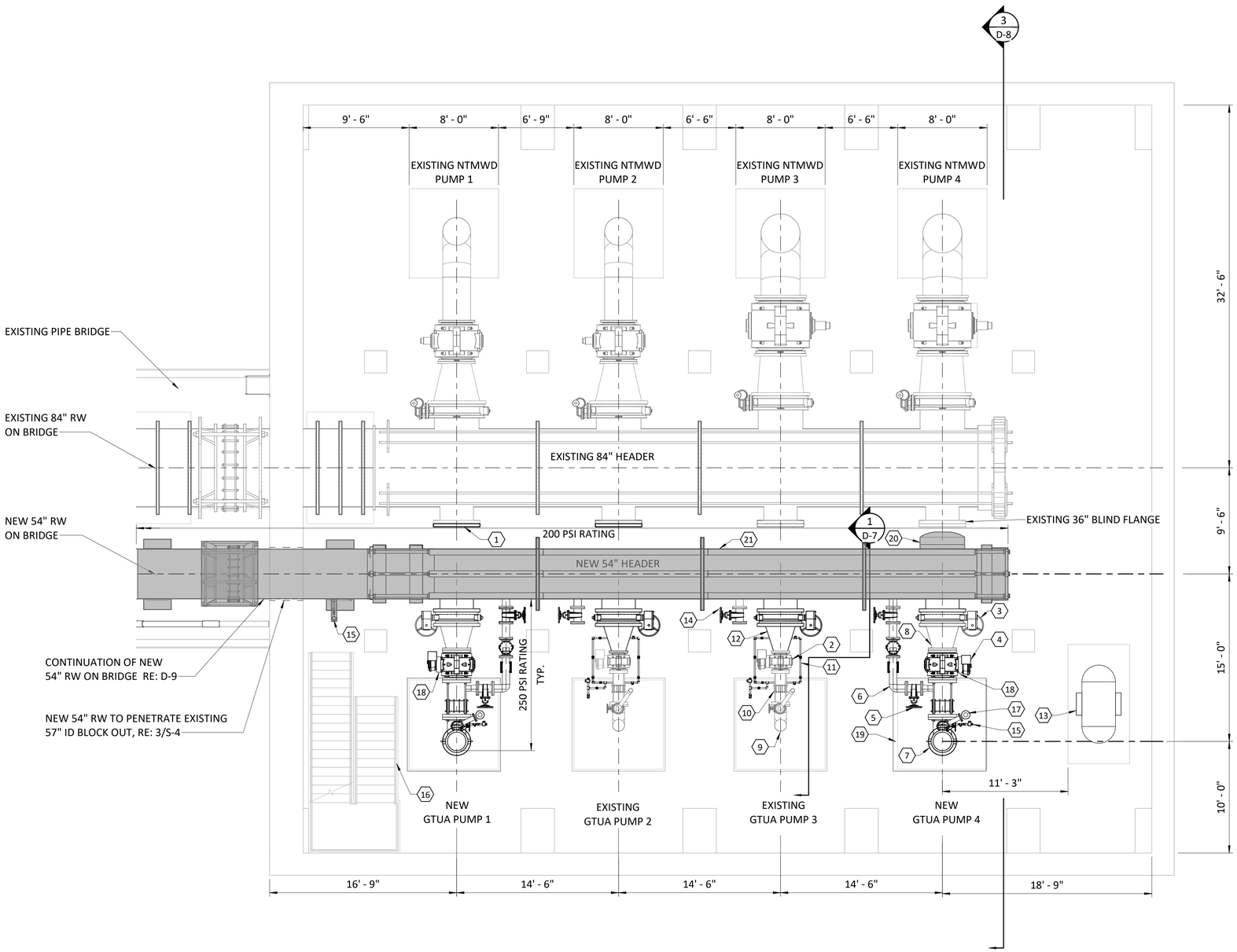
***Limits of Shared Infrastructure per Project***

***Exhibit A-1***

***Lake Texoma Pump Station Expansion Project***

ISSUED FOR CONSTRUCTION
ON 09/16/2024

Shared Infrastructure - City of Sherman and NTMWD




## GENERAL NOTES

1. THE DIMENSIONS OF VALVES, PIPING AND PUMPS ARE BASED UPON EXISTING PROJECT INFORMATION AND GENERAL DESIGN STANDARDS. CONTRACTOR TO VERIFY ALL LAY LENGTHS PRIOR TO THE SUBMITTAL OF LAY DRAWINGS AND INCORPORATE INTO THE LAY DRAWINGS ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE ANY EQUIPMENT OR PIPING DIMENSIONS WHICH DIFFER FROM THOSE SHOWN. ANY QUESTIONS REGARDING DIMENSION ADJUSTMENT SHALL BE DIRECTED TO THE ENGINEER.
2. ALL BUTTERFLY VALVES SHALL BE INSTALLED WITH THE SEAT FACING THE UPSTREAM SIDE.
3. RE: SECTION G. OF GENERAL NOTES. COORDINATE SHUTDOWNS WITH OWNER'S REPRESENTATIVE.
4. NOTES BY SYMBOL SHOWN FOR GTUA PUMP 3 ARE SIMILAR FOR PUMP 2. NOTES BY SYMBOL SHOWN FOR GTUA PUMP 4 ARE SIMILAR FOR PUMP 1.
5. ALL PIPING, VALVES, APPURTENANCES, AND ACCESSORIES BETWEEN THE PUMP AND HEADER SHALL BE RATED AT 250 PSI. ALL OTHER PIPING, VALVES, APPURTENANCES AND ACCESSORIES SHALL BE RATED AT 200 PSI.

## NOTES BY SYMBOL " ⟨X⟩ "

1 36" BLIND FLANGE (NEW) TYP OF 3
2 12" PUMP CONTROL BALL VALVE (EXISTING), TYP OF 2
3 36" BUTTERFLY VALVE (NEW) TYP OF 4
4 20" PUMP BALL CONTROL VALVE (NEW) TYP OF 2
5 20" THRUST HARNESS WITH DRESSER COUPLING (NEW) TYP OF 2
6 8" BYPASS W/ ISOLATION AND CHECK VALVES, (NEW) TYP OF 2
7 20" PUMP DISCHARGE HEAD W/ PRESSURE AND AIR/VACUUM TAPS, 16.5 MGD TYP OF 2
8 36" X 20" REDUCER (NEW) TYP OF 2
9 12" PUMP DISCHARGE HEAD, 7 MGD, (EXISTING) TYP OF 2
10 12" THRUST HARNESS W/ DRESSER COUPLING, (EXISTING), TYP OF 2
11 1" PUMP BYPASS W/ ISOLATION AND CHECK VALVES (NEW), TYP OF 2
12 36" X 12" REDUCER, (NEW), TYP OF 2
13 HYDRAULIC POWER UNIT FOR CONTROL VALVE (EXISTING)
14 8" FLANGED CONNECTION W/ GATE VALVE AND BLIND FLANGE FOR FUTURE PUMP BYPASS, TYP OF 2
15 PRESSURE GAUGE AND TRANSMITTER, TYP OF 3
16 EXISTING STAIRS FROM PUMP STATION UPPER LEVEL TO LOWER LEVEL
17 4" AIR RELEASE ASSEMBLY WITH DRAIN PIPE, 4" PAV, 4" CAV AND ISOLATION VALVES, TYP OF 2
18 BALL VALVE CONTROL PANEL (NEW) TYP OF 2
19 PUMP BAY COVER PLATE (NEW) RE: 3/D-11, TYP OF 2
20 NEW 48" WELDED PLUG
21 54" HEADER (NEW), REFER TO SECTION 33 05 24.10 PRESSURE BALANCED UNIVERSAL EXPANSION JOINT

1 LOWER LEVEL FLOOR PLAN
3/16" = 1'-0"

NORTH

0 4' 8'
3/16"=1'-0"

ISSUED FOR BID


Freese and Nichols, Inc.
Texas Registered Engineering Firm F- 2144

STATE OF TEXAS
LEWIS J. BERNARD
140614
LICENSED
PROFESSIONAL ENGINEER
09/16/2024

FREESE NICHOLS
5805 Main Street, Suite B
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com


CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
LAKE TEXOMA PUMP STATION EXPANSION
PROCESS
LOWER LEVEL PLAN

F&N JOB NO. SHM23287
DATE 5/22/2024
DESIGNED UB
DRAWN WFA
REVISED LJB
CHECKED EJE
FILE NAME TU-SHM23287-R23.RVT

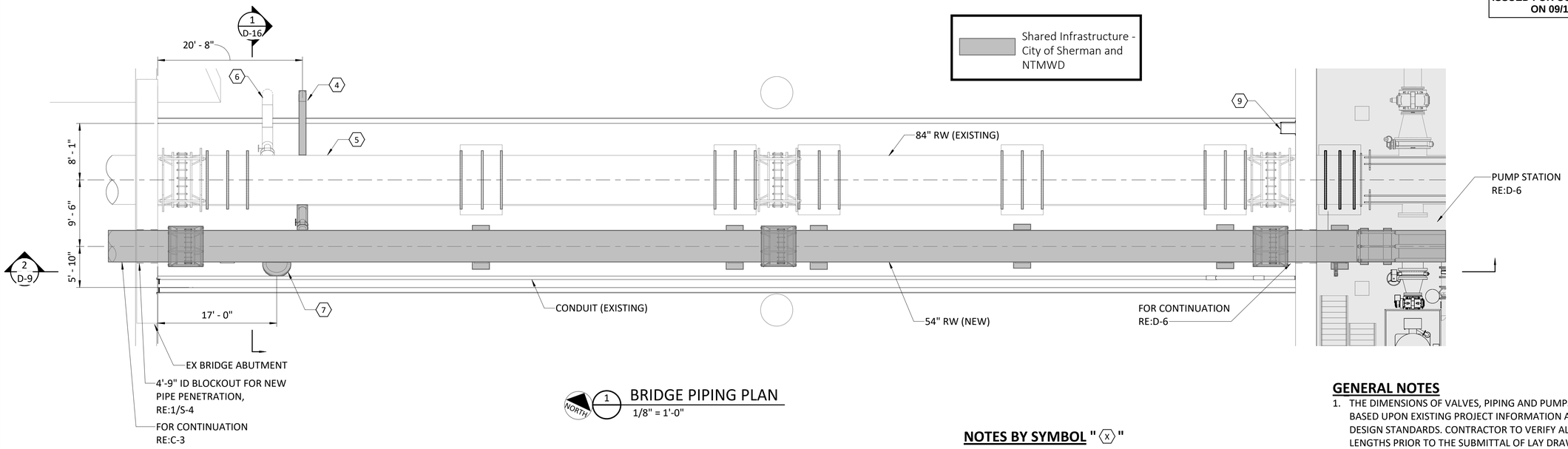
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|---|---|---|---|

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SHEET A-2-1
SEQ. 23

Plot Date: 6/11/2024 11:33:29 AM

ISSUED FOR CONSTRUCTION
ON 09/16/2024



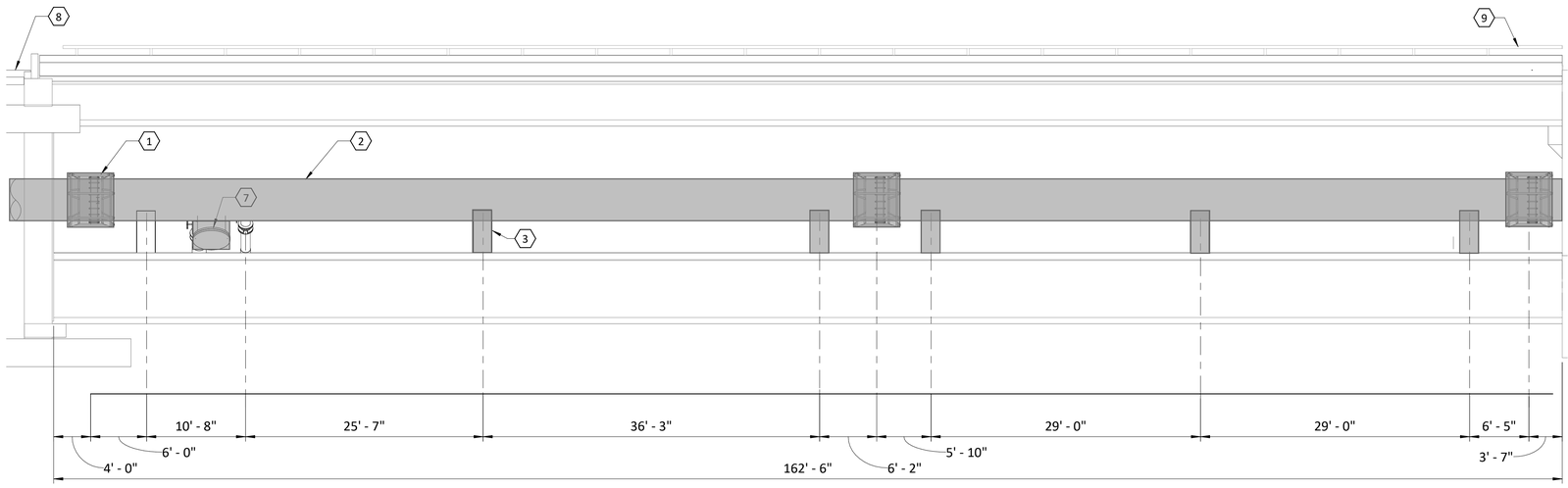

NORTH 1 BRIDGE PIPING PLAN
1/8" = 1'-0"

## NOTES BY SYMBOL " (X) "

1 54" HARNESSED COUPLING (NEW) RE: 5/D-15
2 54" RW (NEW)
3 54" PIPE SUPPORT (NEW)
4 12" DRAIN (NEW)
5 84" RW (EXISTING)
6 18" DRAIN (EXISTING)
7 36" MANWAY (NEW)
8 EXISTING VEHICULAR BRIDGE
9 NEW BRIDGE ACCESS LADDER (NOTE 4)

## GENERAL NOTES

1. THE DIMENSIONS OF VALVES, PIPING AND PUMPS ARE BASED UPON EXISTING PROJECT INFORMATION AND GENERAL DESIGN STANDARDS. CONTRACTOR TO VERIFY ALL LAY LENGTHS PRIOR TO THE SUBMITTAL OF LAY DRAWINGS AND INCORPORATE INTO THE LAY DRAWINGS ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE ANY EQUIPMENT OR PIPING DIMENSIONS WHICH DIFFER FROM THOSE SHOWN. ANY QUESTIONS REGARDING DIMENSION ADJUSTMENT SHALL BE DIRECTED TO THE ENGINEER.
2. EXISTING CONDUIT IS SHOWN SCHEMATICALLY AND MUST REMAIN IN SERVICE. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE NUMBER, SIZE AND LOCATION OF CONDUIT PRIOR TO BID.
3. 84" RW NOT SHOWN IN SECTION VIEW FOR CLARITY.
4. A NEW BRIDGE ACCESS LADDER WILL BE INSTALLED UNDER A SEPERATE CONTRACT PRIOR TO COMMENCMENT OF THIS CONTRACT.




2 SECTION
1/8" = 1'-0"

0 4' 8' 16'
1/8"=1'-0"

ISSUED FOR BID

Plot Date: 9/13/2024 3:43:06 PM


Freese and Nichols, Inc.
Texas Registered Engineering Firm F- 2144

STATE OF TEXAS
LAURIE E. JOHNSON
140614
LICENSED PROFESSIONAL ENGINEER
9/25/24

FREESE NICHOLS
5805 Main Street, Suite B
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com


CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
LAKE TEXOMA PUMP STATION EXPANSION

PROCESS

PIPE AT BRIDGE PLAN AND SECTION

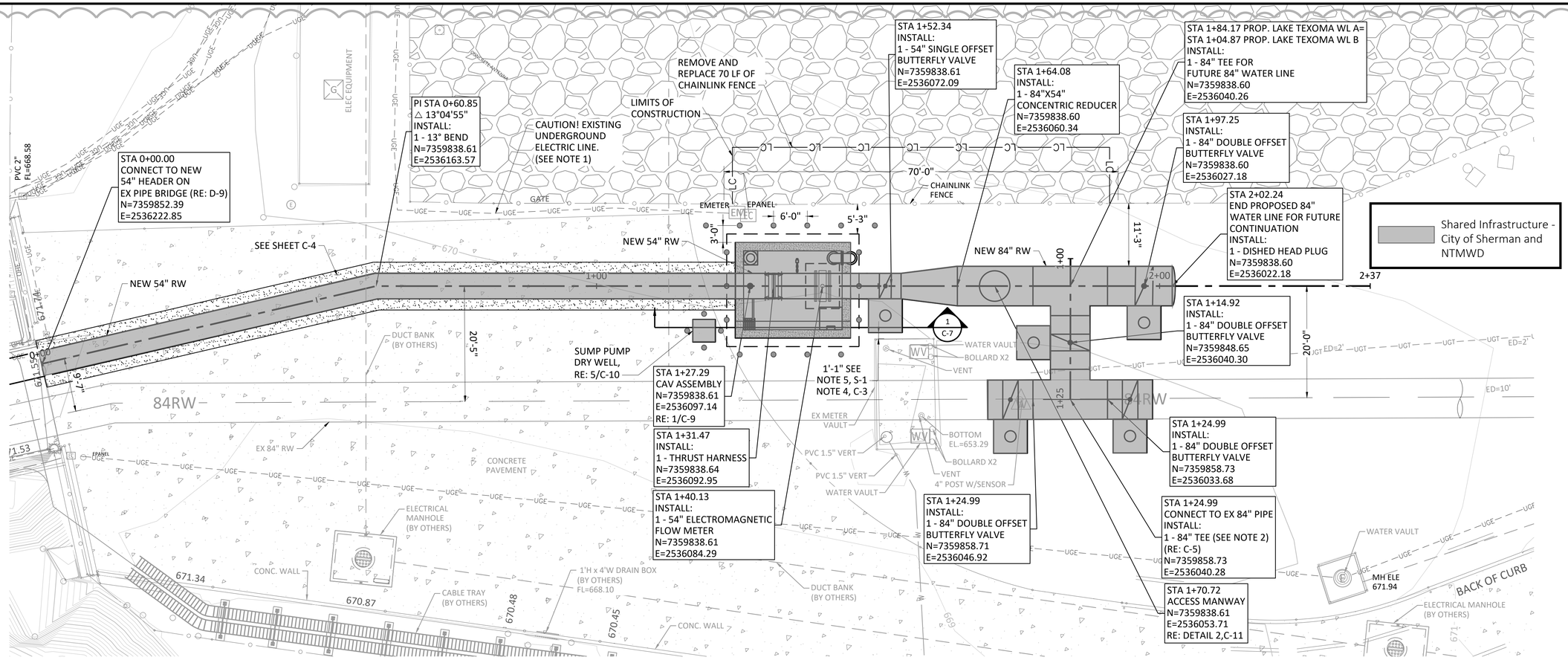
| | |
|---|---|
| F&N JOB NO. | SHM23287 |
| DATE | 5/22/2024 |
| DESIGNED | TSG |
| DRAWN | WFA |
| REVISED | LJB |
| CHECKED | EJE |

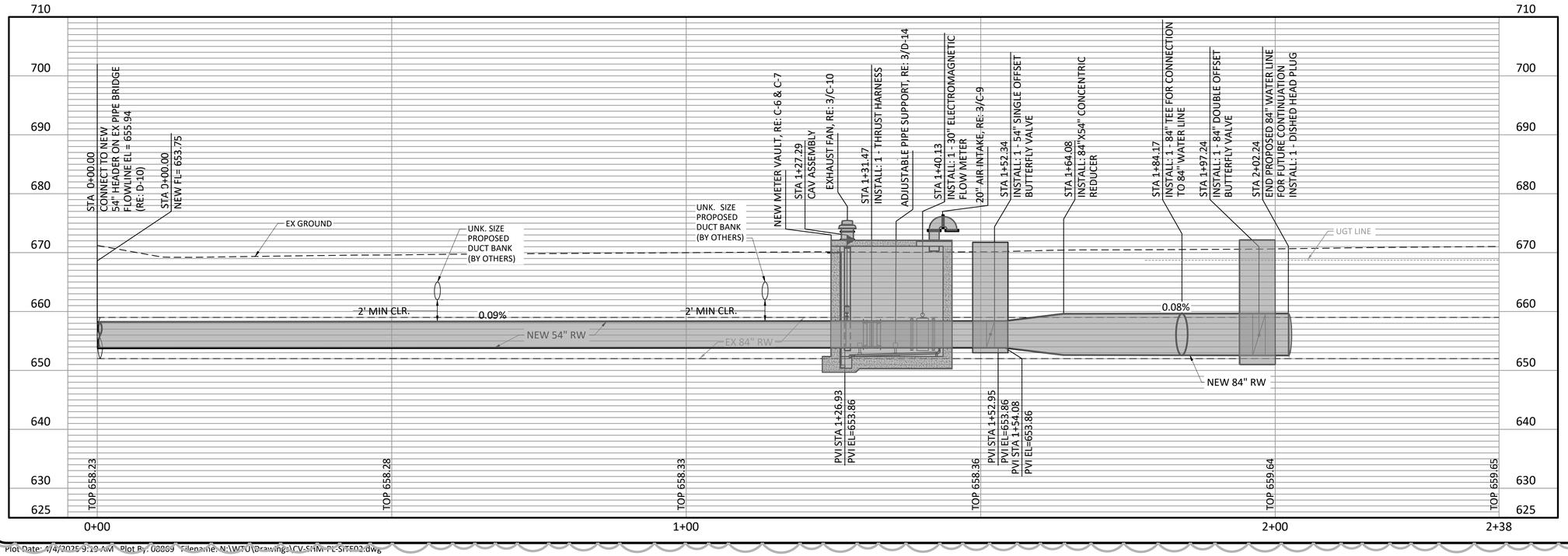
| NO. | ISSUE | BY | DATE |
|---|---|---|---|
| 1 | ADDENDUM 1 | LJB | 6/26/2024 |

FILE NAME: TU-SHM23287-R23.RVT

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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SEQ. 26




NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. TIE-IN CONNECTION TO 84" WATER LINE TO BE LOCATED BETWEEN TWO CLOSEST PIPE JOINTS OF EXISTING 84" WATER LINE.
3. CONTRACTOR SHALL VERIFY DATUM ADJUSTMENT AND MATCH PROPOSED PIPE TO THE EXISTING BLOCK OUT IN BRIDGE ABUTMENT.
4. BFV VAULT AND OPERATOR MAY BE POSITIONED ON THE OPPOSITE SIDE, CONTRACTOR TO CONFIRM WITH VALVE SUPPLIER, RYAN MOORE, FERGUSON, 817-267-3900

NORTH

0 10' 20'
SCALE IN FEET
HORIZONTAL

0 10' 20'
SCALE IN FEET
VERTICAL

1

ISSUED FOR BID

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

STATE OF TEXAS
LEWIS J. BERNARD
140614
LICENSED
PROFESSIONAL ENGINEER
4/4/25

FREESE NICHOLS
5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201
Web - www.freese.com

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

# LAKE TEXOMA PUMP STATION EXPANSION

CIVIL

## PROPOSED SITE PLAN AND PROFILE

| | | | | | |
|---|---|---|---|---|---|
| NO. | ISSUE | BY | DATE | PROJECT NO. | SHM23287 |
| 1 | REVISION 1 | LJB | 2/20/2025 | DATE | 5/24/2024 |
| | | | | DESIGNED | TSG |
| | | | | DRAWN | JO |
| | | | | REVISED | OC |
| | | | | CHECKED | LJB |
| | | | | FILE NAME | CV-SHM-PL-SITE02.dwg |

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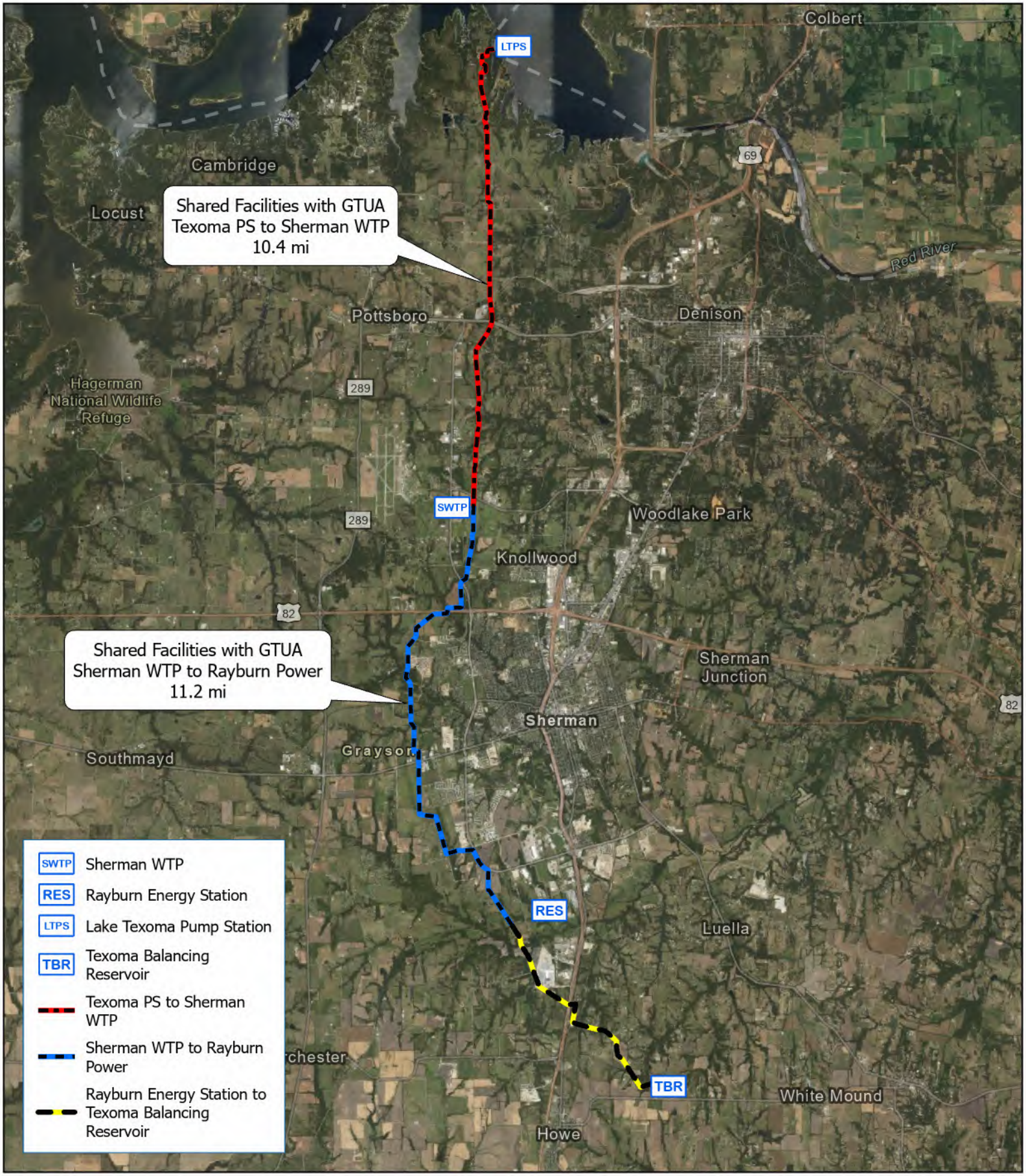
SHEET A-2-3

SEQ. 7

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***Exhibit A-2***
***Texoma Raw Water Pipeline No. 2***




NORTH TEXAS MUNICIPAL WATER DISTRICT

# Texoma Raw Water Pipeline No. 2
# Shared Facilities with GTUA
# Project No. 101-0633-23

N

4/21/2025

**EXHIBIT B**

***Estimated Total Project Costs***

***Exhibit B-1***

***Lake Texoma Pump Station Improvements Costs***

## Exhibit B-1 Lake Texoma Pump Station Improvement Costs

| BID ITEM | DESCRIPTION | UNIT | UNIT PRICE | Quantity | Project Share: CITY OF SHERMAN Share | Project Share: NTMWD Share | TOTAL: CITY OF SHERMAN Cost | TOTAL: NTMWD Cost |
|---|---|---|---|---|---|---|---|---|
| **Pump Station Expansion** | | | | | | | | |
| BC-01 | Mobilization | LS | $ 350,000.00 | 1.0 | 0.25 | 0.75 | $ 87,500.00 | $ 262,500.00 |
| BC-02 | Installation of pre-purchased GTUA Pump 1 | LS | $ 253,900.00 | 1.0 | 1.00 | 0.00 | $ 253,900.00 | $ - |
| BC-03 | Installation of pre-purchased GTUA Pump 4 | LS | $ 256,300.00 | 1.0 | 1.00 | 0.00 | $ 256,300.00 | $ - |
| BC-04 | Installation of pre-purchased 36-inch butterfly | EA | $ 4,937.00 | 4.0 | 1.00 | 0.00 | $ 19,748.00 | $ - |
| BC-05 | Installation of pre-purchased 20-inch ball | EA | $ 40,100.00 | 2.0 | 1.00 | 0.00 | $ 80,200.00 | $ - |
| BC-06 | Remove and salvage existing equipment | LS | $ 118,200.00 | 1.0 | 1.00 | 0.00 | $ 118,200.00 | $ - |
| BC-07 | Demolition | LS | $ 117,500.00 | 1.0 | 1.00 | 0.00 | $ 117,500.00 | $ - |
| BC-08 | Piping, Valves and Accessories for GTUA Pump | EA | $ 250,600.00 | 2.0 | 1.00 | 0.00 | $ 501,200.00 | $ - |
| BC-09 | Piping, Valves and Accessories for GTUA Pump | EA | $ 87,800.00 | 2.0 | 1.00 | 0.00 | $ 175,600.00 | $ - |
| BC-10 | 54-inch Metal Expansion Joint | LS | $ 836,900.00 | 1.0 | 0.25 | 0.75 | $ 209,225.00 | $ 627,675.00 |
| BC-11 | 54-Inch Piping on Pipe Bridge | LS | $ 565,300.00 | 1.0 | 0.25 | 0.75 | $ 141,325.00 | $ 423,975.00 |
| **Yard Piping and Sitework** | | | | | | | | |
| BC-12 | Furnish, Install and Establish Site Preparation, | LS | $ 49,100.00 | 1.0 | 0.25 | 0.75 | $ 12,275.00 | $ 36,825.00 |
| BC-13 | Saw-Cut for Blockout at Bridge Abutment, Excavation and Repair of Bulkhead | LS | $ 255,200.00 | 1.0 | 0.25 | 0.75 | $ 63,800.00 | $ 191,400.00 |
| BC-14 | Trench Excavation Protection | LF | $ 50.00 | 200.0 | 0.25 | 0.75 | $ 2,500.00 | $ 7,500.00 |
| BC-15 | Fittings, Welded Joints and Appurtenances in Open Cut, With Standard Bedding and Backfill, | LF | $ 11,644.00 | 142.0 | 0.25 | 0.75 | $ 413,362.00 | $ 1,240,086.00 |
| BC-16 | Construction Access | LS | $ 50,000.00 | 1.0 | 0.25 | 0.75 | $ 12,500.00 | $ 37,500.00 |
| BC-17 | Vault As Required For Tie-In to the Existing 84" Pipeline | LS | $ 4,353,600.00 | 1.0 | 0.25 | 0.75 | $ 1,088,400.00 | $ 3,265,200.00 |
| BC-18 | Proposed Meter Vault, piping, valves and appurtenances | LS | $ 3,177,700.00 | 1.0 | 0.25 | 0.75 | $ 794,425.00 | $ 2,383,275.00 |
| BC-19 | Special Shoring for Proposed Meter Vault | LS | $ 860,000.00 | 1.0 | 0.25 | 0.75 | $ 215,000.00 | $ 645,000.00 |
| BC-20 | Remove and Replace Concrete Driveway, Complete in Place | SY | $ 1,069.00 | 183.0 | 0.25 | 0.75 | $ 48,906.75 | $ 146,720.25 |
| BC-21 | Shut Down and Drain Header/Pipeline | LS | $ 15,900.00 | 1.0 | 0.25 | 0.75 | $ 3,975.00 | $ 11,925.00 |
| BC-22 | Geotextile | SY | $ 18.00 | 217.0 | 0.25 | 0.75 | $ 976.50 | $ 2,929.50 |
| **Electrical** | | | | | | | | |
| BC-23 | Electrical System | LS | $ 3,115,700.00 | 1.0 | 1.00 | 0.00 | $ 3,115,700.00 | $ - |
| BC-24 | Instrumentation and Controls System | LS | $ 292,400.00 | 1.0 | 1.00 | 0.00 | $ 292,400.00 | $ - |
| BC-25 | Miscellaneous Electrical and Instrumentation | LS | $ 47,200.00 | 1.0 | 1.00 | 0.00 | $ 47,200.00 | $ - |
| **Procurment Contracts** | | | | | | | | |
| 1 | PUMP/MOTOR PROCUREMENT - SMITH PUMP | LS | $ 2,446,700.00 | 1.0 | 1.00 | 0.00 | $ 2,446,700.00 | $ - |
| 2 | MCC PROCUREMENT - ELLIOT ELECTRIC BID | LS | $ 701,900.00 | 1.0 | 1.00 | 0.00 | $ 701,900.00 | $ - |
| 3 | VALVE PROCURMENT - FERGUSON BID | | | | | | | |
| BFV-01 | 84-Inch Double Offset Butterfly Valve | EA | $ 375,000.00 | 4.0 | 0.25 | 0.75 | $ 375,000.00 | $ 1,125,000.00 |
| BFV-02 | 54-inch Butterfly Valve | EA | $ 100,000.00 | 1.0 | 0.25 | 0.75 | $ 25,000.00 | $ 75,000.00 |
| BFV-03 | 36-Inch Butterfly Valve | EA | $ 60,000.00 | 4.0 | 1.00 | 0.00 | $ 240,000.00 | $ - |
| BV-01 | 20-Inch Pump Control Ball Valve | EA | $ 360,000.00 | 2.0 | 1.00 | 0.00 | $ 720,000.00 | $ - |
| D-01 | Allowance and Extra Work Items | LS | $ 100,024.00 | 1.0 | 1.00 | 0.00 | $ 100,024.00 | $ - |
| CR * | Credit if all work items are selected | LS | $ (150,000.00) | 1.0 | 0.50 | 0.50 | $ (75,000.00) | $ (75,000.00) |
| **Contract Changes** | | | | | | | | |
| CO #1 | Archer Wester - Meter Vault Changes | LS | $ (156,081.73) | 1.0 | 0.25 | 0.75 | $ (39,020.43) | $ (117,061.30) |
| CO #2 | Ferguson - 84 BFV Bonnet Replacement | LS | $ 14,000.00 | 1.0 | 0.25 | 0.75 | $ 3,500.00 | $ 10,500.00 |
| | CONSTRUCTION **COST (AS BID COSTS)** | | | $22,871,171.27 | 0.55 | 0.45 | $ 12,570,221.82 | $ 10,300,949.45 |
| | PLANNING AND DESIGN COST | | | $1,831,500.00 | 0.55 | 0.45 | $ 1,006,610.50 | $ 824,889.50 |
| | PROJECT TOTAL COST | | | $24,702,671.27 | 0.55 | 0.45 | $ 13,576,832.32 | $ 11,125,838.95 |

***Exhibit B-2***
***Texoma Raw Water Pipeline No. 2 OPCC***

Exhibit B-2 Texoma Raw Water Pipeline No. 2 OPCC

**Project Summary**

NTMWD Project Number: 101-0633-23

| **Total Costs on CIP** | | |
|---|---|---|
| Engineer's Opinion of Probable Cost | $ | 493,096,500.00 |
| Right of Way | $ | 9,000,000.00 |
| Engineering/Design | $ | 18,747,983.00 |
| CMAR Procurement | $ | 750,000.00 |
| Construction Management and Inspection | $ | 10,888,000.00 |
| TOTAL | $ | 532,482,483.00 |

***Exhibit B-3***
***Costs Table Summary***

Exhibit B-3 Costs Table Summary

**Texoma Pump Station Capacity**

| | | | | |
|---|---|---|---|---|
| With existing 72-in Pipeline and New 84-in Pipeline | 278 | MGD | | |
| Projected Shared Capacites: | **254** | **MGD** | | |
| NTMWD Wylie | 120 | MGD | 74.8% | 75% |
| NTMWD Leonard | 70 | MGD | | |
| GTUA to Sherman WTP | 64 | MGD | 25.2% | 25% |
| Sherman to Rayburn ( from GTUA's 64) | 5 | MGD | 2% | 2% |

| Project Name | ENG starts | Const Start | Completion | Cost Estimates allocated | CIP GTUA Facilities | NTMWD Facilities | Shared Facilities |
|---|---|---|---|---|---|---|---|
| City of Sherman - Texoma PS ("Pump Station Improvements") | Bid tab | Oct-24 | Dec-26 | $ 24,702,671.27 | $ 9,186,572.00 | | |
| a. Shared Header and appurtenances ("Shared Pump Station Improvements") | | | | | | | $ 15,516,099.27 |
| | | | | | | | |
| | | | | | | | |
| NTMWD - Texoma Raw Water Pipeline No.2 - Construction ("Pipeline Improvements") | Jan-24 | Mar-26 | Feb-29 | $ 532,482,483.00 | | $ 103,317,496.70 | |
| a. Shared Facilities from Texoma PS to Sherman WTP ("Shared Pipeline Section"-Red) | | | | | | | $ 206,634,993.40 |
| b. Shared Facilities from Sherman WTP to Rayburn ("Shared Pipeline Section"-Blue) | | | | | | | $ 222,529,992.90 |
| | | | | | | | |
| | | | | | | | |
| TOTAL Shared costs for Texoma System | | | | **$ 557,185,154.27** | $ 9,186,572.00 | $ 103,317,496.70 | $ 444,681,085.57 |
| | | | | | | double check | $ 557,185,154.27 |

| Shared Percentages of the Shared Facilites | NTMWD Totals * | GTUA Totals |
|---|---|---|
| GTUA Only | | $ 9,186,572.00 |
| NT-75/GTUA-25 | $ 11,125,838.95 | $ 4,390,260.32 |
| Total GTUA project - funded by GTUA | $ 11,125,838.95 | $ 13,576,832.32 |
| *NTMWD to pay GTUA | | |
| | **NTMWD Totals** | **GTUA Totals**** |
| NTMWD only | $ 103,317,496.70 | |
| NT-75/GTUA-25 | $ 154,976,245.05 | $ 51,658,748.35 |
| NT-98/GTUA-2 | $ 218,079,393.04 | $ 4,450,599.86 |
| Total NTMWD Project - Funded by TWDB | $ 476,373,134.79 | $ 56,109,348.21 |
| ** GTUA to pay NTMWD (GTUA total for TRWPL2 [2] project minus NTMWD portion for Texoma PS project[1]) | | $ 44,983,509.26 |
| Total | **$ 487,498,973.74** | **$ 69,686,180.53** |
| | double check | $ 557,185,154.27 |

***Exhibit B-4***
***GTUA Estimated Payments Schedule***

Exhibit B-4 GTUA Estimated Payments Schedule

| **Project Summary** | **Texoma Raw Water Pipeline No.2** |
|---|---|
| NTMWD PN: | 101-0633-23 |

| **Total Costs on CIP** | | | Estimated Date |
|---|---|---|---|
| Award of GMP for Pipe Material Procurement | $ | 2,901,498.10 | 8/01/2026 |
| Award of Construction GMP for RWPL No. 2 Section No. 1 - Texoma PS to Sherman WTP | $ | 42,082,011.16 | 3/01/2027 |
| True Up | | TBD | 10/01/2030 |
| TOTAL | $ | 44,983,509.26 | |

# AGENDA ITEM XVII

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **April 15, 2026**

**SUBJECT:** **AGENDA ITEM NO. XVII**

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

**CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR THE CITY OF SHERMAN BLALOCK PARK INTERCEPTOR IMPROVEMENTS PROJECT.**

## ISSUE
Authorize the award of a contract for the City of Sherman Blalock Park Interceptor Improvements Project.

## BACKGROUND
The City of Sherman Blalock Park Interceptor project consists of the installation of 3,396 linear feet of 30-inch sanitary sewer pipe, nine 6-foot diameter manholes, one 12-foot diameter FRP manhole, concrete diversion structure with two 316 stainless steel gates, and a 20-foot-wide access road to the diversion structure. The project will include all necessary labor, materials, and testing.

## CONSIDERATIONS
Eleven bids were received on February 24, 2026:

Lynn Vessels Construction submitted the lowest responsive bid of $1,906,887.63. Mead & Hunt along with City of Sherman engineer reviewed and confirmed the bid's acceptability.

## STAFF RECOMMENDATIONS
Authorize the General Manager to award the contract to Lynn Vessels Construction for $1,906,887.63. The City of Sherman approved the award of contract at their April 20th Council Meeting.

## ATTACHMENT
Recommendation of Award
Bid Tabulation

April 8, 2026

Mr. Jacob Pannell, PE
Project Manager
City of Sherman Engineering
317 S. Travis St.
Sherman, TX 75090

Subject: Blalock Park Interceptor Improvements Project
Recommendation for Award

Dear Mr. Pannell,

City of Sherman received bids for the above referenced project at 2:00 pm CDT on March 24, 2026. Bids were publicly opened and read aloud at that time. Attached to this letter please find the bid tabulation, certified by the engineer, for your records.

Based on the bids received, and the City's experience working with Lynn Vessels Construction, we recommend award of the contract to Lynn Vessels Construction, the low bidder for these items, in the amount of $1,906,887.63.

Please let us know if you have any questions or need anything further.

Sincerely,

MEAD & HUNT, Inc
TBPELS F-9593




04/08/2026

Burhanuddin K. Zaveri, TXPE 141235
Senior Project Manager

**Attachment**
Bid Tabulation

## Blalock Park Interceptor Improvements Project

**City of Sherman, Texas**
**Bid Open - March 24, 2026**
**ITEMIZED BID TABULATION**

| | | | | Bidder 1[1][1] Lynn Vessels Construction, LLC. | | Bidder 2[2][2] Hayes Construction, LLC. | | Bidder 3 BRCT, LLC DBA Black Rock Construction | | Bidder 4 Blue Star Utilities, LLC | | Bidder 5 Triad Service Group, LLC | | Bidder 6 Pate Garver, LP | | Bidder 7 Mountain Cascade of Texas, LLC. | | Bidder 8 Western Municipal Construction of Texas, LLC. | | Bidder 9 Dallas Underground, LLC | | Bidder 10 ATKINS BROS. EQUIP. CO. INC. | | Bidder 11 Canary Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | QTY | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | Stormwater pollution prevention plan | 1 | LS | $10,260.00 | $10,260.00 | $6,000.00 | $6,000.00 | $23,100.00 | $23,100.00 | $14,889.44 | $14,889.44 | $60,000.00 | $60,000.00 | $21,623.00 | $21,623.00 | $25,000.00 | $25,000.00 | $85,000.00 | $85,000.00 | $17,315.00 | $17,315.00 | $2,000.00 | $2,000.00 | $4,500.00 | $4,500.00 |
| 2 | Clearing and grubbing | 3.71 | AC | $3,990.00 | $14,802.90 | $2,391.11 | $8,871.02 | $10,080.00 | $37,396.80 | $11,736.00 | $43,540.56 | $18,000.00 | $66,780.00 | $4,000.00 | $14,840.00 | $14,000.00 | $51,940.00 | $14,500.00 | $53,795.00 | $57,720.00 | $214,141.20 | $5,000.00 | $18,550.00 | $35,000.00 | $129,850.00 |
| 3 | 30" SDR 26 PVC or ASTM D3262 SN 72 FRP sanitary sewer pipe installed, tested and complete | 3256 | LF | $178.35 | $580,707.60 | $314.71 | $1,024,700.50 | $244.00 | $794,464.00 | $262.00 | $853,072.00 | $248.00 | $807,488.00 | $317.00 | $1,032,152.00 | $385.00 | $1,253,560.00 | $393.00 | $1,279,608.00 | $345.00 | $1,123,320.00 | $600.00 | $1,953,600.00 | $510.00 | $1,660,560.00 |
| 4 | 21" SDR 26 PVC or ASTM D3262 SN 72 FRP sanitary sewer pipe installed, tested and complete | 27 | LF | $152.13 | $4,107.51 | $236.90 | $6,396.20 | $184.00 | $4,968.00 | $168.00 | $4,536.00 | $230.00 | $6,210.00 | $610.00 | $16,470.00 | $350.00 | $9,450.00 | $360.00 | $9,720.00 | $234.00 | $6,318.00 | $590.00 | $15,930.00 | $300.00 | $8,100.00 |
| 5 | 30" C900 DR25 restrained joint PVC or key-lock restrained joint FRP sanitary sewer pipe installed, tested and complete | 140 | LF | $174.93 | $24,490.20 | $342.22 | $47,910.18 | $397.00 | $55,580.00 | $490.00 | $68,600.00 | $300.00 | $42,000.00 | $484.00 | $67,760.00 | $395.00 | $55,300.00 | $740.00 | $103,600.00 | $423.00 | $59,220.00 | $800.00 | $112,000.00 | $420.00 | $58,800.00 |
| 6 | Trench safety | 3256 | | $1.71 | $5,567.76 | $4.00 | $13,012.00 | $4.00 | $13,024.00 | $0.50 | $1,628.00 | $7.00 | $22,792.00 | $1.00 | $3,256.00 | $10.00 | $32,560.00 | $20.00 | $65,120.00 | $3.00 | $9,768.00 | $100.00 | $325,600.00 | $8.00 | $26,048.00 |
| 7 | 42" steel encasement including installation, casing spacers, and end covering | 340 | LF | $400.53 | $136,180.20 | $456.62 | $155,250.00 | $495.00 | $168,300.00 | $589.00 | $200,260.00 | $500.00 | $170,000.00 | $699.00 | $237,660.00 | $720.00 | $244,800.00 | $600.00 | $204,000.00 | $750.00 | $255,000.00 | $2,200.00 | $748,000.00 | $1,500.00 | $510,000.00 |
| 8 | 42" dry bore | 100 | LF | $1,086.82 | $108,682.00 | $500.00 | $50,000.00 | $1,000.00 | $100,000.00 | $723.00 | $72,300.00 | $660.00 | $66,000.00 | $1,120.00 | $112,000.00 | $1,200.00 | $120,000.00 | $1,100.00 | $110,000.00 | $1,300.00 | $130,000.00 | $2,200.00 | $220,000.00 | $2,500.00 | $250,000.00 |
| 9 | 6' diameter precast manhole installed, tested and complete | 8 | EA | $18,861.94 | $150,895.52 | $22,236.80 | $177,894.40 | $14,930.00 | $119,440.00 | $18,171.00 | $145,368.00 | $29,000.00 | $232,000.00 | $29,390.00 | $235,120.00 | $49,000.00 | $392,000.00 | $21,600.00 | $172,800.00 | $25,915.00 | $207,320.00 | $45,000.00 | $360,000.00 | $90,000.00 | $720,000.00 |
| 10 | 6' diameter precast manhole with drop installed, tested and complete | 1 | EA | $26,301.35 | $26,301.35 | $31,268.80 | $31,268.80 | $32,475.00 | $32,475.00 | $46,490.00 | $46,490.00 | $60,000.00 | $60,000.00 | $59,122.00 | $59,122.00 | $60,000.00 | $60,000.00 | $37,400.00 | $37,400.00 | $36,455.00 | $36,455.00 | $48,000.00 | $48,000.00 | $180,000.00 | $180,000.00 |
| 11 | 12' diameter replacement FRP manhole tested and complete | 1 | EA | $74,707.12 | $74,707.12 | $108,417.30 | $108,417.30 | $30,400.00 | $30,400.00 | $105,994.00 | $105,994.00 | $160,000.00 | $160,000.00 | $116,559.00 | $116,559.00 | $150,000.00 | $150,000.00 | $374,000.00 | $374,000.00 | $64,655.00 | $64,655.00 | $150,000.00 | $150,000.00 | $550,000.00 | $550,000.00 |
| 12 | Connect existing sanitary sewer to new manhole including trenching, piping, adjustable repair coupling, installed, tested and complete | 3 | EA | $4,104.27 | $12,312.81 | $3,600.00 | $10,800.00 | $8,000.00 | $24,000.00 | $3,402.00 | $10,206.00 | $22,000.00 | $66,000.00 | $13,783.00 | $41,349.00 | $6,200.00 | $18,600.00 | $25,400.00 | $76,200.00 | $9,755.00 | $29,265.00 | $15,000.00 | $45,000.00 | $45,000.00 | $135,000.00 |
| 13 | Connect new sanitary to existing manhole including trenching, piping, core drilling, manhole repair, installed, tested and complete | 1 | EA | $9,405.00 | $9,405.00 | $5,200.00 | $5,200.00 | $9,025.00 | $9,025.00 | $4,699.00 | $4,699.00 | $22,000.00 | $22,000.00 | $13,783.00 | $13,783.00 | $18,400.00 | $18,400.00 | $16,600.00 | $16,600.00 | $9,285.00 | $9,285.00 | $25,000.00 | $25,000.00 | $50,000.00 | $50,000.00 |
| 14 | 6" thick gravel access road to diversion structure installed and complete | 334S | SY | $15.77 | $52,750.65 | $23.45 | $78,450.00 | $23.00 | $76,935.00 | $43.00 | $143,835.00 | $50.00 | $167,250.00 | $144.00 | $481,680.00 | $40.00 | $133,800.00 | $57.00 | $190,665.00 | $154.00 | $515,130.00 | $100.00 | $334,500.00 | $120.00 | $401,400.00 |
| 15 | 36" HDPE culvert | 80 | LF | $102.61 | $8,208.80 | $68.98 | $5,518.00 | $170.00 | $13,600.00 | $211.00 | $16,880.00 | $200.00 | $16,000.00 | $808.00 | $64,640.00 | $160.00 | $12,800.00 | $230.00 | $18,400.00 | $223.00 | $17,840.00 | $200.00 | $16,000.00 | $400.00 | $32,000.00 |
| 16 | 10' wide access gate installed and complete | 1 | LS | $1,140.00 | $1,140.00 | $2,500.00 | $2,500.00 | $4,000.00 | $4,000.00 | $6,600.00 | $6,600.00 | $4,000.00 | $4,000.00 | $3,932.00 | $3,932.00 | $2,800.00 | $2,800.00 | $25,600.00 | $25,600.00 | $28,860.00 | $28,860.00 | $6,000.00 | $6,000.00 | $12,000.00 | $12,000.00 |
| 17 | Perimeter manproof fence installed and complete | 70 | LF | $57.00 | $3,990.00 | $57.86 | $4,050.00 | $120.00 | $8,400.00 | $55.00 | $3,850.00 | $170.00 | $11,900.00 | $87.00 | $6,090.00 | $96.00 | $6,720.00 | $370.00 | $25,900.00 | $577.00 | $40,390.00 | $40.00 | $2,800.00 | $200.00 | $14,000.00 |
| 18 | Concrete diversion structure including formwork, reinforcement, wall opening, coating, testing and complete | 1 | LS | $82,098.16 | $82,098.16 | $37,000.00 | $37,000.00 | $65,000.00 | $65,000.00 | $56,572.00 | $56,572.00 | $225,000.00 | $225,000.00 | $125,000.00 | $125,000.00 | $178,000.00 | $178,000.00 | $172,200.00 | $172,200.00 | $149,660.00 | $149,660.00 | $500,000.00 | $500,000.00 | $250,000.00 | $250,000.00 |
| 19 | SS 316 slide gate including aluminum gauge and ball marker, installed and complete | 2 | EA | $53,979.00 | $107,958.00 | $36,257.80 | $72,515.60 | $36,900.00 | $73,800.00 | $58,471.00 | $116,942.00 | $60,000.00 | $120,000.00 | $36,695.00 | $73,390.00 | $50,000.00 | $100,000.00 | $27,200.00 | $54,400.00 | $70,855.00 | $141,710.00 | $150,000.00 | $300,000.00 | $65,000.00 | $130,000.00 |
| 20 | Removal of existing manhole and backfilling opening as needed | 1 | EA | $2,052.00 | $2,052.00 | $1,000.00 | $1,000.00 | $2,000.00 | $2,000.00 | $2,622.00 | $2,622.00 | $10,000.00 | $10,000.00 | $13,783.00 | $13,783.00 | $2,600.00 | $2,600.00 | $1,200.00 | $1,200.00 | $10,810.00 | $10,810.00 | $10,000.00 | $10,000.00 | $5,000.00 | $5,000.00 |
| 21 | Removal of existing manhole and backfilling opening as needed | 50 | LF | $17.10 | $855.00 | $50.00 | $2,500.00 | $50.00 | $2,500.00 | $128.00 | $6,400.00 | $270.00 | $13,500.00 | $276.00 | $13,800.00 | $100.00 | $5,000.00 | $56.00 | $2,800.00 | $133.00 | $6,650.00 | $170.00 | $8,500.00 | $120.00 | $6,000.00 |
| 22 | Cap and grout existing sanitary sewer pipe | 20 | LF | $57.00 | $1,140.00 | $85.00 | $1,700.00 | $265.00 | $5,300.00 | $195.00 | $3,900.00 | $280.00 | $5,600.00 | $689.00 | $13,780.00 | $250.00 | $5,000.00 | $500.00 | $10,000.00 | $351.00 | $7,020.00 | $200.00 | $4,000.00 | $100.00 | $2,000.00 |
| 23 | Bypass pumping | 1 | LS | $72,626.38 | $72,626.38 | $12,000.00 | $12,000.00 | $62,425.00 | $62,425.00 | $27,500.00 | $27,500.00 | $300,000.00 | $300,000.00 | $15,000.00 | $15,000.00 | $100,000.00 | $100,000.00 | $361,000.00 | $361,000.00 | $323,220.00 | $323,220.00 | $200,000.00 | $200,000.00 | $260,000.00 | $260,000.00 |
| 24 | Revegetation of disturbed area | 2.53 | AC | $2,981.10 | $7,542.18 | $892.89 | $2,259.00 | $7,945.00 | $20,100.85 | $2,200.00 | $5,566.00 | $10,000.00 | $25,300.00 | $2,379.00 | $6,018.87 | $3,950.00 | $9,993.50 | $15,500.00 | $39,215.00 | $48,770.00 | $123,388.10 | $4,000.00 | $10,120.00 | $27,000.00 | $68,310.00 |
| 25 | BNSF Insurance Requirement, Coordination, and Flagging, complete | 1 | LS | $5,130.00 | $56,430.00 | $5,500.00 | $5,500.00 | $59,950.00 | $59,950.00 | $2,750.00 | $2,750.00 | $150,000.00 | $150,000.00 | $100,000.00 | $100,000.00 | $50,000.00 | $50,000.00 | $161,000.00 | $161,000.00 | $144,295.00 | $144,295.00 | $200,000.00 | $200,000.00 | $75,000.00 | $75,000.00 |
| 26 | Mobilization | 1 | LS | $51,676.49 | $51,676.49 | $85,000.00 | $85,000.00 | $264,606.35 | $264,606.35 | $110,000.00 | $110,000.00 | $200,000.00 | $200,000.00 | $300,000.00 | $300,000.00 | $159,772.50 | $159,772.50 | $207,916.00 | $207,916.00 | $230,870.00 | $230,870.00 | $100,000.00 | $100,000.00 | $220,000.00 | $220,000.00 |
| 27 | Contingency Allowance | 1 | LS | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 |
| | | | Total Base Bid Price | | $1,906,887.63 | | $2,255,713.28 | | $2,370,790.00 | | $2,375,000.00 | | $3,329,820.00 | | $3,488,807.87 | | $3,498,096.00 | | $4,157,939.00 | | $4,201,905.30 | | $6,015,600.00 | | $6,058,568.00 |

Notes

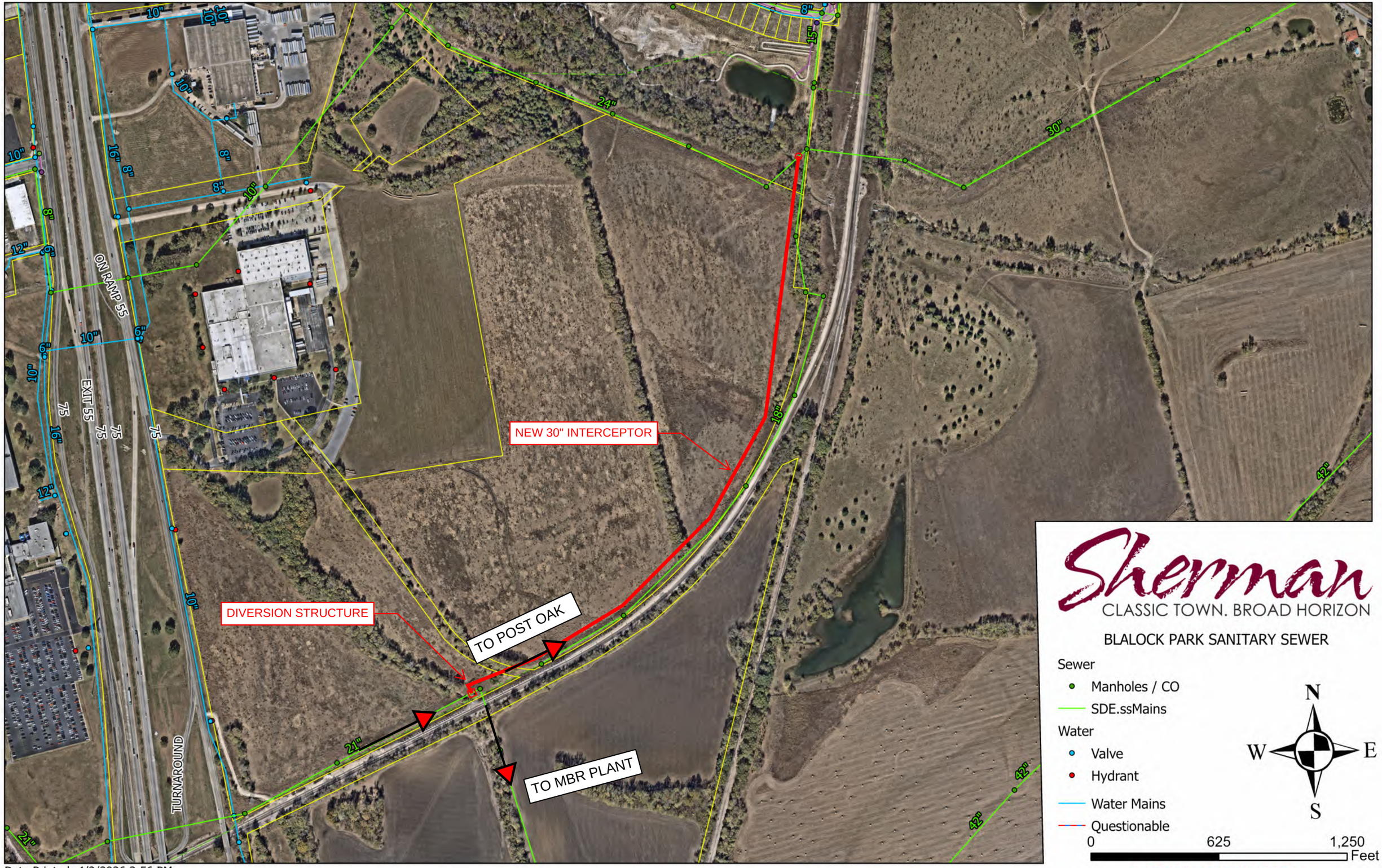
1 The total price submitted by the bidder for bid item 25 does not align with the total calculated based on the provided unit price. However, a written verification was received that the total price is accurate and hence that was used in the total base bid price calculation.

2 The total price submitted by the bidder for bid items 3, 4, 5, 6, 7, 14, 15, 17 does not align with the total calculated based on the provided unit price.




04/08/2026

BURHANUDDIN KHUZEMA ZAVERI
TEXAS P.E. NUMBER 141235




Sherman
CLASSIC TOWN. BROAD HORIZON

BLALOCK PARK SANITARY SEWER

Sewer
- Manholes / CO
- SDE.ssMains

Water
- Valve
- Hydrant
- Water Mains
- Questionable

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0 625 1,250 Feet

NOT FOR CONSTRUCTION

Date Printed: 4/2/2026 3:56 PM

# AGENDA ITEM XVIII

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **April 29, 2026**

**SUBJECT:** **AGENDA ITEM NO. XVIII**

**PREPARED BY: Tasha Hamilton, Project Manager**
**SUBMITTED BY: Paul Sigle, General Manager**

**CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR WHITE SHED WATER SUPPLY CORPORATION WATER WELL FM - 1396 PROJECT.**

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

**BACKGROUND**
The proposed project will include the construction of a 300 g.p.m.Water Well on a 2.06-acre property along FM 1396, approximately 1.0 miles west of FM 273. The project will be funded through the Texas Water Development Board DFUND bond issuance.

**CONSIDERATIONS**
White Shed WSC received five bids on April 16, 2026, at 2:00 P.M. C. Miller Drilling, Inc. submitted the lowest responsive bid in the amount of $1,077,777.00. Angel Delgado of Dunaway has reviewed the bid documents and references for C. Miller Drilling, Inc. and has determined that the bid is complete and acceptable.

| *Bidder* | *Bid Amount* |
|---|---|
| Mike's Drilling, LLC | $1,278,945.00 |
| Hall Resources LLC dba THI Water Well | $1,306,700.00 |
| Davis Water Well, LLC | $1,321,937.00 |
| C. Miller Drilling, Inc. | $1,077,777.00 |
| Hydro Resources Mid Continent, Inc. | $1,707,475.00 |

**STAFF RECOMMENDATIONS**
Staff recommend authorizing the General Manager to award a contract to C. Miller Drilling, Inc. for the amount of $1,077,777.00.

**ATTACHMENTS**
Recommendation Letter
Bid Tabulation

April 27, 2026

Greater Texoma Utility Authority on behalf of White Shed Water Supply Corporation
5100 Airport Dr
Denison, Texas 75020

Re: Water Well Project – FM 1396

Dear Board of Directors,

Bids were received for the above referenced project at 2:00 P.M. on April 16, 2026. Please see the attached bid tabulation.

Five (5) bids were received for this project. The lowest bid was submitted by C. Miller Drilling, Inc., Winnsboro, Texas, in the amount of $1,077,777.00. A bid bond was submitted with the bid form.

Our firm has worked with C. Miller Drilling, Inc., in the past. We believe they have the equipment, experience and financial stability necessary to successfully complete the project.

It is the recommendation of Dunaway for Greater Texoma Utility Authority on behalf of White Shed Water Supply Corporation to award the bid for the Water Well Project – FM 1396 project to C. Miller Drilling, Inc. in the amount of $1,077,777.00.

Please let me know if you should have any questions or need additional information.

Sincerely,

Angel Delgado

Angel Delgado, P.E.
Project Engineer
Dunaway

# ***Greater Texoma Utility Authority on behalf of White Shed Water Supply Corporation***

## ***Bid Tabulation Form***

## ***Water Well Project – FM 1396***

## ***Thursday, April 16, 2026 @ 2:00 P.M.***

| | CONTRACTOR | BID BOND | ADD x2 | TOTAL BASE BID | # DAYS |
|---|---|---|---|---|---|
| 1. | Mike's Drilling, LLC | / | / | $1,278,945.00 | 270/300 |
| 2. | Hall Resources LLC dba THI Water Well | / | / | $1,306,700.00 | 180/210 |
| 3. | Davis Water Well, LLC | / | / | $1,321,937.00 | 270/300 |
| 4. | C. Miller Drilling, Inc. | / | / | $1,077,777.00 | 120/150 |
| 5. | Hydro Resources Mid Continent, Inc. | / | / | $1,707,475.00 | 150/180 |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |

# AGENDA ITEM XIX

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **March 10, 2026**

**SUBJECT:** **AGENDA ITEM NO. XIX**

**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 HAYNIE LEADERSHIP GROUP INC. DBA A&V WATER FOR THE CITY OF GAINESVILLE 16" FOUNDRY ROAD WATER LINE REPLACEMET PROJECT AS COMPLETE AND AUTHORIZING CHANGE ORDER NO. 1.**

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

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

## CONSIDERATIONS
Change Order No. 1 reduces the contract price by $50,000.00 to remove the owners allowance in the contract, resulting in a final contracted price of $1,041,252.26.

A&V Water has completed the City of Gainesville 16" Foundry Road Waterline Replacement Project and the City of Gainesville has accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to A&V Water.

## STAFF RECOMMENDATIONS
The Authority Staff recommend approving the project as complete. The City of Gainesville has accepted the project as complete.

## ATTACHED
Closeout Documents
Change Order 1

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HAYNIE LEADERSHIP GROUP INC. DBA A&V WATER, AS COMPLETE FOR THE CITY OF GAINESVILLE 16" FOUNDRY ROAD WATER LINE REPLACEMENT PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Haynie Leadership Group In. DBA A&V Water, for the City of Gainesville 16" Foundry Road Water Line Replacement Project, and

WHEREAS representatives of the City of Gainesville and the project engineer have inspected the City of Gainesville 16" Foundry Road Water Line Replacement 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 Haynie Leadership Group Inc. DBA A&V Water, as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2026 by the following vote:

AYE: NAY: ABSTAIN:

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

_____
President

ATTEST:

_____
Secretary-Treasurer

# City of Gainesville/ Greater Texoma Utility Authority
# Foundry Rd Water Line

**KHA NO. 061042068**

**PRECONSTRUCTION MEETING**
**AGENDA**

| | |
|---|---|
| **Subject:** | Preconstruction Meeting |
| **Meeting Date:** | December 3, 2024 |
| **Meeting Time:** | 2:00 PM |
| **Venue:** | Gainesville Public Works Building |

## 1. Project Administration

1. Owner: City of Gainesville, Texas
200 South Rusk
Gainesville, Texas 76240
Phone: 940-668-4500
Contacts: Barry Sullivan, City Manager, 940-736-9282, bsullivan@cogtx.org
Allen McDonald, Public Works Director, 940-668-4540, amcdonald@cogtx.org
Tony Smith, Utilities Project Inspector, 940-902-1428, tsmith@cogtx.org, Primary Contact

Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020
Phone 903-786-4433
Contacts: Paul Sigel
Stacy Patrick
Nichole Murphy, 903-337-1127, Primary Contact

2. Contractor: A&V Water
PO Box 1504
Decatur, Texas 76234
Phone: 214-564-5685
Contacts: Devan Pharis, Owner, 940-550-8068
Cannon Maki, Project Manager, 817-999-0491
George Gonzalez, Superintendent, 469-493-5839

3. Engineer: Kimley-Horn and Associates, Inc.
Suite 1300, Unit 11
801 Cherry Street
Fort Worth, Texas 76102
Phone: 817-335-6511
Contacts: Andrew Simonsen, P.E., Project Manager, 817-339-2248, Work
Jack Earney, P.E., 817-769-6758, Work, Primary Contact
Matthew Ontiveros, 817-339-2294, Work

**2. Correspondence and Communication**

All written correspondence sent to either the Owner, Contractor, or Engineer shall be copied to all parties.

All items of work are the direct responsibility of the Contractor. All official communication or correspondence shall be between the Contractor and the Owner or Engineer.

Identify primary contacts and discuss sequence of communication.

**3. Project Schedule**

180 days from Notice to Proceed to substantial completion, final completion 30 days from substantial completion.

**4. Notice to Proceed**

A Notice to Proceed pursuant to paragraph 4.01 of the General Conditions will be given to the Contractor setting the date for contract time to begin. All sections of work, as identified in the Bid Form, will be substantially completed within 180 calendar Days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 15.06B and 15.06C of the General Conditions within 30 Calendar Days from the date when Contract is substantially complete. Any adjustment required to the above shall be handled by Change Order.

- TWDB review must be completed first. GTUA does not need a formal letter, an email will suffice.
- NTP will be issued by GTUA on December 10th 2024.

**5. Change Order**

Any changes or deviations from the plans and specifications for the project requiring additional funds or construction time shall be handled by Change Order. All Change Orders are subject to approval by the Contractor, Engineer, and Owner. Please submit Change Orders electronically to the Engineer.

Any changes or deviation from the plans and specifications not requiring additional funding or construction time will be handled by a Field Change. Field Changes shall be reviewed by the Owner's Inspector and approved by the Engineer.

- TWDB needs to review change orders; the turnaround time for review is 2- 4 weeks
- Gainesville City Council and GTUA must approve all changes that change project budget at council and board meetings.

**6. Additional Work**

Any additional work performed by the Contractor not covered by the scope of this project shall be at the sole expense of the Contractor.

**7. Drawings and Specifications**

The Contractor will be provided four (4) sets of project plans and one (1) sets of specifications. Record drawings are to be maintained at the project site by the Contractor and submitted to the Engineer upon completion of the project.

- Digital copies of the plans and specifications have been provided to the contractor.

**8. General Utility Notes**

- The Contractor shall be responsible for locating all utilities, whether private or public, prior to excavation.

- The information and data shown with respect to existing Underground Facilities at or contiguous to the site is approximate and based on information and data furnished by the owners of such Underground Facilities or on physical appurtenances observed in the field.

- The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and, the Contractor, shall have full responsibility for:
    - reviewing and checking all such information and data,
    - for locating all Underground Facilities,
    - for coordination of the Work with the owners of such Underground Facilities during construction,

- for the safety and protection thereof, and
- repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

- The Contractor shall notify any affected utility companies or agencies in writing at least 48 hours prior to beginning construction.

**9. Subcontracting**

All items of work are the direct responsibility of the Contractor. All official communication or correspondence shall be between the Contractor and the Owner or Engineer. A list of subcontractors and vendors shall be submitted before construction begins.

- Boring subcontractor is still being selected; contractor will provide contact information once subcontractor is confirmed.

**10. Shop Drawings and Submittal Schedule**

The Contractor shall electronically submit product data and samples prior to any work being undertaken. This information shall be submitted with clear references to the applicable specific paragraphs. The title shall clearly give the project name and the Contractor's name and address. See Section 7.16 of the Standard General Conditions.

- There are US Iron and Steel requirements on this project.
- A US Iron and Steel certification will be required at the end of construction prior to retainage release.

**11. Working Days and Hours**

Discussion of normal working days and hours will be held during the preconstruction meeting.

- Tony Smith's standard working hours are 7am- 4:30pm Monday to Friday. All inspectable work must be completed within this time frame.
- 7am- Sunset or 7pm after winter for non-inspectable work.
- A&V to provide one-week advance notice for inspectable weekend work

**12. Testing and Inspection**

- GFAC labs, A&V to submit lab qualifications to Kimley-Horn.

**13. Water for Construction**

The Contractor shall provide a backflow preventer and meter and coordinate with Owner for water for construction activities.

- The Contractor may use a City meter if available, if none are available the Contractor may use their meter if they provide the calibration for the meter.
- A&V will submit meter readings monthly
- Contractor is responsible for the cost of construction water.

**14. Clean Up**

Contractor shall keep the job site free from waste, debris, and rubbish, and shall maintain a daily routine of clean-up.

Contractor shall provide portable restroom facilities for contractor staff.

Contractor shall take and submit photographs of the staging areas prior to construction. The contractor is responsible for restoring staging areas to their pre-construction conditions.

**15. Affidavit of Final Payment and Release**

At the completion of the project, and prior to the Final Pay Request, the Contractor shall submit to the City an Affidavit of Final Payment and Release, Consent of Surety and Release of Lien.

**16. Safety is the Contractor's Responsibility**

Contractor to follow EPA and OSHA Requirements. Contractor is responsible for means, methods, and safety during construction.

**17. GTUA Requirements**

**1. Contractor's Pay Estimate**

- The Contractor's Pay Estimate form to be used for this project will be given to the Contractor electronically. The Contractor shall electronically submit copies of the Estimate, signed by the Contractor, and approved by the Owner's Inspector, to the Engineer (Attention: Andrew Simonsen). A submittal schedule will be discussed at the preconstruction meeting.
  - Pay estimate must be signed by all parties and in GTUA's office by the 9th of each month. Payment will be disbursed 30- 45 days after receipt. Pay estimates will be emailed to debia@gtua.org.
  - Pay Estimate #1 will be sent to KH first for initial review. Subsequent pay estimates will be sent to KH to sign last, and KH will provide to GTUA.
  - GTUA will provide a pay application template for the contractor's use.
  - Materials on hand are allowed on this project but must be on site

**2. Miscellaneous**

- TWDB forms required for final release

**18. TWDB Requirements**

**1. Insurance:**

- Keep insurance current during lifetime of project.
- Contractor and subcontractors: Worker's Compensation, General and Additional Liability, Auto & Other Equipment

**2. Contractor's Pay Estimates:**

- Typical review timeline is 30-45 days.

**3. Miscellaneous**

**19. Miscellaneous**

**Property Owner Coordination and Access**

- City of Gainesville to provide contact information for property owners.

**Coordination with I-35 W Contractor**

- Kimley-Horn to provide contact information for I-35 W Utility Contractor

**Material Storage and Staging Area**

- A&V shall document any agreements with property owners and provide copies to Kimley-Horn and the City for their records.

**Preconstruction Site Video**

- Contractor to submit to Kimley-Horn

**Trench Safety Plan**

- Contractor to Submit to Kimley-Horn

**Name of Competent Person as defined by OSHA**

- George Gonzalez

**Name of Safety Person**

- **George Gonzalez**

**After Hours Contact Information**

- Tony Smith at Gainesville
- George Gonzalez at A&V Water

**Environmentally Sensitive Areas**

**20. Questions**

1. Can the bypass plan be modified?
   - The provided phasing plan is provided as a suggestion. A&V Water may submit their own plan for approval. The priority with phasing is to eliminate fire line interruptions and minimize loss in service.
2. Can A&V Water cross Foundry Road at STA. 26+50?
   - The existing 8" sewer line in the south will need to be located prior to any possible realignments.

3. Will traffic flagging be required?
    - Since most of the traffic are larger commercial vehicles, some flagging will be necessary.

# City of Gainesville – 16-Inch Foundry Road Water Line – Preconstruction Meeting

Date: 2:00 PM, Tuesday, December 3rd, 2024

Location: City of Gainesville – City of Gainesville Public Works Building

| Attended | Name | Company/Department | E-mail Address |
|---|---|---|---|
| ✓ | Allen McDonald | City of Gainesville | amcdonald@cogtx.org |
| ✓ | Tony Smith | City of Gainesville | tsmith@cogtx.org |
| ✓ | Andrew Simonsen | Kimley-Horn | andrew.simonsen@kimley-horn.com |
| ✓ | Jack Earney | Kimley-Horn | jack.earney@kimley-horn.com |
| ✓ | Matthew Ontiveros | Kimley-Horn | matthew.ontiveros@kimley-horn.com |
| ✓ | Devan Pharis | A&V Water | devan@aandvwater.com |
| ✓ | Cannon Maki | A&V Water | cannon@aandvwater.com |

## Stacy Patrick

**From:** Cody Cockayne <Cody.Cockayne@twdb.texas.gov>
**Sent:** Friday, October 24, 2025 10:23 AM
**To:** Earney, Jack; Paul Sigle
**Cc:** Simonsen, Andrew; Allen McDonald; Nichole Murphy; Stacy Patrick
**Subject:** RE: Gainesville Foundry Water Line Project 51079 CID1 Walkthrough Scheduling

Good morning Jack,

Since this contract was for installation of water lines I am requesting a final site visit waiver from my management. On similar water line projects in lieu of a final site visit we ask the engineer/entity for the following:

- A site map of as-built line installation locations,
- A punch list of issues from the engineer/inspector identified and resolved from their final inspection, and
- Reports/photos from construction inspections throughout the project and from the final inspection.

These items can be submitted with the close out documents; here is a link to the "Construction Contract Close-Out Submittal Checklist" https://www.twdb.texas.gov/financial/instructions/doc/TWDB-0600.xlsx.

Please let me know if you have any questions.

Thank you,
Cody

**Cody Cockayne, P.E.**
Project Engineer
Regional Water Project Development
Texas Water Development Board
(512) 475-1524
cody.cockayne@twdb.texas.gov

---

**From:** Earney, Jack <Jack.Earney@kimley-horn.com>
**Sent:** Thursday, October 23, 2025 4:11 PM
**To:** Paul Sigle <paul@gtua.org>; Cody Cockayne <Cody.Cockayne@twdb.texas.gov>
**Cc:** Simonsen, Andrew <andrew.simonsen@kimley-horn.com>; Allen McDonald <AMcDonald@cogtx.org>; Nichole Murphy <nichole@gtua.org>; Stacy Patrick <stacyp@gtua.org>
**Subject:** RE: Gainesville Foundry Water Line Project 51079 CID1 Walkthrough Scheduling

**External: Beware of links/attachments.**

Good Afternoon Cody,

Just following up on your groups availability to do a walkthrough for this project.

Thank you,

**Jack Earney | PE**
**Kimley-Horn** | 801 Cherry Street Unit 11 Suite 1300 Fort Worth, TX 76102
Direct: 817 769 6758 | Mobile: 918 939 9393

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**From:** Paul Sigle <paul@gtua.org>
**Sent:** Wednesday, October 15, 2025 10:59 AM
**To:** Cody Cockayne <cody.cockayne@twdb.texas.gov>
**Cc:** Simonsen, Andrew <andrew.simonsen@kimley-horn.com>; Allen McDonald <AMcDonald@cogtx.org>; Nichole Murphy <nichole@gtua.org>; Paul Sigle <paul@gtua.org>; Stacy Patrick <stacyp@gtua.org>; Earney, Jack <Jack.Earney@kimley-horn.com>
**Subject:** FW: Gainesville Foundry Water Line Project 51079 CID1 Walkthrough Scheduling

Cody,

See email below requesting the walkthrough. Please assist Jack with scheduling the walkthrough.

*Sincerely,*

***Paul M. Sigle***
General Manager
Greater Texoma Utility Authority

5100 Airport Drive, Denison, Texas 75020
**Phone:** 903-786-4433
**Email:** paul@gtua.org
**Web:** www.gtua.org

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**From:** Earney, Jack <Jack.Earney@kimley-horn.com>
**Sent:** Thursday, October 9, 2025 12:10 PM
**To:** jason.asbury@twdb.texas.gov; joe.koen@twdb.texas.gov
**Cc:** Simonsen, Andrew <andrew.simonsen@kimley-horn.com>; Allen McDonald <AMcDonald@cogtx.org>; Nichole Murphy <nichole@gtua.org>; Paul Sigle <paul@gtua.org>; Stacy Patrick <stacyp@gtua.org>
**Subject:** RE: Gainesville Foundry Water Line Project 51079 CID1 Walkthrough Scheduling

Good afternoon Jason and Joe,

Our contractor has completed their punch list items from the previous walk that was conducted in August. Do you or your team have any availability in the next few weeks to do a final inspection of the project?

Thank you,

**Jack Earney | PE**
**Kimley-Horn** | 801 Cherry Street Unit 11 Suite 1300 Fort Worth, TX 76102
Direct: 817 769 6758 | Mobile: 918 939 9393

---

**From:** Earney, Jack
**Sent:** Tuesday, August 26, 2025 7:10 AM
**To:** jason.asbury@twdb.texas.gov

**Cc:** Simonsen, Andrew <andrew.simonsen@kimley-horn.com>; Allen McDonald <AMcDonald@cogtx.org>
**Subject:** RE: Gainesville Foundry Water Line Project 51079 CID1 Walkthrough Scheduling

Good Morning Jason,

I wanted to follow up and see what your availability is in September to complete our inspection for this project. We are performing a punch list walk with the contractor this morning and would like to close them out after their punch list has been completed and all necessary paperwork has been completed.

Thank you,

**Jack Earney | PE**
**Kimley-Horn** | 801 Cherry Street Unit 11 Suite 1300 Fort Worth, TX 76102
Direct: 817 769 6758 | Mobile: 918 939 9393

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**From:** Earney, Jack
**Sent:** Wednesday, August 13, 2025 9:45 AM
**To:** jason.asbury@twdb.texas.gov
**Cc:** Simonsen, Andrew <andrew.simonsen@kimley-horn.com>; Allen McDonald <AMcDonald@cogtx.org>
**Subject:** Gainesville Foundry Water Line Project 51079 CID1 Walkthrough Scheduling

Good Morning Jason,

We are wrapping up construction on the Foundry Road Waterline in Gainesville and are looking to schedule a walk through on the above referenced project. Are you available to meet in Gainesville in the morning on August 26th to attend a walkthrough? If not we can schedule a follow up final walkthrough at a later date.

Thank you,

**Jack Earney | PE**
**Kimley-Horn** | 801 Cherry Street Unit 11 Suite 1300 Fort Worth, TX 76102
Direct: 817 769 6758 | Mobile: 918 939 9393

# CONSENT OF SURETY
# TO FINAL PAYMENT

BOND # **4409619**

PROJECT
(name, address)
16-Inch Foundry Road Water Line
Gainesville, Texas

PROJECT #

TO (Obligee)
GTUA/City of Gainesville, Texas
200 South Rusk, Gainesville, Texas 76240

CONTRACTOR
Haynie Leadership Group, Inc. dba A&V Water
PO Box 1504, Decatur, TX 76234

In accordance with the provisions of the Contract between the Obligee and the Contractor as indicated above, the (here insert name and address of Surety Company)
FCCI Insurance Company
6300 University Parkway, Sarasota, FL 34240-8424
,SURETY COMPANY,

on bond of (here insert name and address of contractor)
Haynie Leadership Group, Inc. dba A&V Water
PO Box 1504, Decatur, TX 76234
,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety company of any of its obligations to (here insert name and address of Obligee)
GTUA/City of Gainesville, Texas
200 South Rusk, Gainesville, Texas 76240
,OBLIGEE,

as set forth in the said Surety Company's bond

IN WITNESS WHEROF,
The Surety Company has hereunto set its hand this 21st day of October 20 25 .

FCCI Insurance Company
Surety Company

Haevyn Knobloch
Signature of Authorized Representative

Attest:
(seal):

Haevyn Knobloch Attorney-in-Fact
Title

FCCI INSURANCE GROUP

# GENERAL POWER OF ATTORNEY

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

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

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

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

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

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

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

## CERTIFICATE

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

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Dated this 21st day of October, 2025

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

# CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: October 13, 2025

Project: GTUA/City of Gainesville 16 Inch Foundry Rd. Water Line

Owner: GTUA on behalf of City of Gainesville

Contractor: Haynie Leadership Group, DBA A&V Water

Date of Contract: December 10th, 2025

Date of Project Completion: October 13th, 2025

Final Contract Amount: $ 1,041,252.26

The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of 2 year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of 2 year(s) from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

Contractor: _____

By: Devan Pharis, President
Haynie Leadership Group Inc., DBA A&V Water

Date: 10/13/2025

Attest: _____

Kimley»Horn

February 19th, 2026

Cody Cockayne
Texas Water Development Board Water Supply and Infrastructure
1700 North Congress Avenue, P.O. Box 13231
Austin, Texas 78711

Re: Closeout Documentation
City of Gainesville – 16-Inch Foundry Road Water Line
TWDB No. 51079
KHA No. 061042068

Dear Cody:

Please find the attached closeout documentation for the above referenced project. This project replaces approximately 4,580 linear feet of existing 14" cast iron water line with a 16" PVC water line within the City of Gainesville's water system. Kimley-Horn has reviewed the documents with the City of Gainesville and recommends that Texas Water Development Board close the project and release retainage. A list of the attached closeout documentation can be found below. Please reach out to me if you have any additional questions.

Closeout Documents:

- City of Gainesville Final Acceptance Letter
- Kimley-Horn Final Acceptance Letter
- Contractors Affidavit of Bills Paid
- Contractor Warranty Statement
- TWDB 1106-C Final American Iron and Steel Certification
- TWDB 1109-A Public Awareness Certification
- Final Site Visit Letter provided by Kimley-Horn
- Contractor Final Pay Application

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928



Andrew Simonsen, P.E.

K:\FTW_Utilities\061042068-Foundry Road Water Line\CCA\TWDB Compliance\Close Out\3 - KH_ Project Acceptance_Final.doc

February 19th, 2026

Mr. Devan Pharis
Haynie Leadership Group Inc, DBA A&V Water
715 Fort Woth Ave.
Dallas, TX 75208

Re: Final Acceptance Letter
City of Gainesville – 16-Inch Foundry Road Water Line

Dear Mr. Pharis:

This letter acknowledges that the above referenced project was constructed in accordance with approved construction plans and specifications. This letter also serves as final acceptance of the project and completion of construction from the parties below. As a part of acceptance of this project, as-built drawings have been provided to the City of Gainesville by Haynie Leadership Group Inc, DBA A&V Water for their records.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928

2/19/2026




Andrew Simonsen, P.E.

K:\FTW_Utilities\061042068-Foundry Road Water Line\CCA\TWDB Compliance\Close Out\3 - KH_ Project Acceptance_Final.doc

TWDB-1105-A
Rev. 9/2025

# Certificate of Compliance with U.S. Iron and Steel Requirements

## Compliance Submittal by Owner/Entity/Recipient

Delegation of signatory authority by the Entity's governing body must be submitted to the TWDB if a person other than an authorized member of the governing body signs this form.

TWDB Project No.: 51079
TWDB Construction Contract CID: 01
Construction Contract Name: Gainesville 16-Inch Foundry Road Water Line

Submittal Type (check one): ☐ Interim/Monthly Certificate ☒ Final Certificate

This executed certificate must be submitted with the Outlay report requesting funds associated with construction contracts for all iron and steel products, and/or materials included within the project's construction contracts. A Final Certificate is required after the completion of each construction contract and prior to the issuance of a Certificate of Approval by the TWDB, stating the construction contract project was completed in compliance with the USIS requirements.

I, Debi Atkins (Full Name Printed) swear or affirm under penalty of law that I am Finance Officer (Title) of the Greater Texoma Utility Authority (Name of Entity) and to the best of my knowledge and in reliance of the certifications provided by manufacturers, vendors, contractors and consultants, hereby certify that the above-mentioned **project is in full compliance with the U.S. Iron and Steel requirements** of Texas Water Code Section 17.183 and/or Texas Government Code Chapter 2252, Subchapter G, as applicable and subject to any waivers granted by the Texas Water Development Board (TWDB).

I understand that a false statement herein may subject me and/or the Entity to any and all civil and criminal penalties available pursuant to applicable federal and state laws.

EXECUTED this 25 day of February, 20 26.

(Signature)

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

*AIA DOCUMENT G706A*

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)
GTUA on Behalf of City of Gainesville

ARCHITECT'S PROJECT NO:

CONTRACT FOR: General Construction

CONTRACT DATE:

PROJECT: GTUA / City of Gainesville 16 Inch Foundry Rd. Water Line
(name, address) 311 S Weaver St. Gainesville, Tx 76240

State of: TEXAS

County of:

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Haynie Leadership Group Inc DBA, A&U Water

Address:

BY:

Subscribed and sworn to before me this 14th day of October 2025

Notary Public:

My Commission Expires:

CANNON MAKI
Notary ID #134636795
My Commission Expires
November 7, 2027


© 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

*AIA Document G706*

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

TO (Owner) GTUA on behalf of City of Gainesville

ARCHITECT'S PROJECT NO:

CONTRACT FOR: General Construction

CONTRACT DATE: December 10th, 2025

PROJECT: GTUA/City of Gainesville 16 Inch Foundry Rd. Water Line
(name, address) 311 S Weaver St. Gainesville, Tx 76240

State of: TEXAS

County of:

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
   Indicate attachment: (yes ) (no ).

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR: Haynie Leadership Group Inc, DBA, A&U Water

Address:

BY:

Subscribed and sworn to before me this 14th day of October 2025

Notary Public:

My Commission Expires:

CANNON MAKI
Notary ID #134636795
My Commission Expires
November 7, 2027


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February 19, 2026

Mr. Devin Pharis
Haynie Leadership Group Inc, DBA A&V Water
715 Forth Worth Ave
Dallas, TX 75208

Re: Final Acceptance Letter
City of Gainesville – 16-Inch Foundry Road Waterline

Dear Mr. Pharis:

This letter acknowledges that the above referenced project was constructed in accordance with approved construction plans and specifications. This letter also serves as final acceptance of the project and completion of construction from the parties below. As a part of acceptance of this project, as-built drawings have been provided to the City of Gainesville by Haynie Leadership Group Inc, DBA A&V Water for their records.

Sincerely,

Allen McDonald
City of Gainesville
Public Works Director

Gainesville
Totally Texas. All American.

KIMLEY-HORN AND ASSOCIATES, INC.
801 Cherry Street, Suite 1300
Fort Worth, TX 76102

Date: January 8, 2026

**RECONCILIATORY CHANGE ORDER**

| | |
|---|---|
| PROJECT DESCRIPTION: | Foundry Road Water Line Improvements |
| KHA Project No.: | 061042068 |
| OWNER: | City of Gainesville |
| CONTRACTOR: | Haynie Leadership Group, DBA A&V Water |
| ORIGINAL CONTRACT AMOUNT: | **$1,091,252.26** |
| REVISED CONTRACT AMOUNT PER | |

CHANGE OR EXTRA WORK TO BE PERFORMED

| Item No. | Approx. Quantity | Description of Item | Unit Price | Decrease in Contr. Price | Increase in Contr. Price |
|---|---|---|---|---|---|
| 33 | (1) | Allowance | $50,000.00 | $ (50,000.00) | |

| | | |
|---|---|---|
| Total Increase in Contract Amount: | | $ - |
| Total Decrease in Contract Amount: | $ (50,000.00) | |
| Net Increase in Contract Amount: | | $ (50,000.00) |
| Revised Contract Amount: | | $1,041,252.26 |
| Net Increase/(Decrease) in Contract Time of Completion: | | 79 Days |
| Revised Contract Time of Completion: | | 259 Days |
| | Notice to Proceed: | 12/10/2024 |
| | Substantial Completion: | 8/26/2025 |

Submitted by:
Haynie Leadership Group, DBA A&V Water

Signature of Authorized Representative

Date: 1/9/2026

Approved by:
Kimley-Horn and Associates, Inc.

Andrew Simonsen, P.E

Date: 2/20/2026

Approved by:
Inspector, City of Gainesville

Signature of Authorized Representative

Date: 2/24/26

Approved for Payment:
City of Gainesville

Signature of Authorized Representative

Date: 2-25-26

GTUA/Owner, General Manager Paul Sigle

4/30/2026
Date

An explanation of the Reconciliatory Change Order for the project is as follows:
A lump sum allowance was included in the bid items to cover minor change orders that may arise during the project. This amount was included in the original project cost and within the requested loan amount from TWDB. As long as change orders are within this project allowance budget the overall contact value will not increase. Since no change orders were required on this project the allowance is no longer needed and is deducted from the overall project cost. This would lower the original contract value of the project. The allowance is already accounted for in the requested loan amount and will be allocated to the contingency fund.

Greater Texoma Utilty Authority
903-786-3501

# PERIODIC ESTIMATE

Estimate No: 8 Sheet 1 of 3 Sheet(s)

| | |
|---|---|
| Project Discription: | City of Gainesville, TX Foundry Road Water Line Improvements |
| Owner: | City of Gainesville |
| Address: | 200 South Rusk, Gainesville, TX 76240 |
| *Contractor:* | Haynie Leadership Group Inc, DBA A&V Water |
| *Address:* | 715 Fort Worth Ave. Dallas, TX 75208 |
| Telephone: | 940-550-8068 |

| | |
|---|---|
| Original Contract Amount | 1,091,252.26 |
| Total Additions | - |
| Total Deductions | 50,000.00 |
| Contract as Revised to Date | 1,041,252.26 |
| Total Amount of Work Done to Date | 1,041,252.26 |
| Materials on Hand | 0.00 |
| Total Work and Materials | $ 1,041,252.26 |
| Amount Retained (5) Percent | |
| Balance | $ 1,041,252.26 |
| Less Previous Payments | $ 989,189.65 |
| Amount Due This Application | $ 52,062.61 |

| | |
|---|---|
| Date of Contract Time Commencement | 12/10/2024 |
| Days allowed in Contract | 180 |
| Date of Substantial completion | 6/8/2025 |
| Date of Final Completion | 7/8/2025 |

Contractor's Certificaton:

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

Devan Pharis

CLAIMANT:

By:

Subscribed and sworn to before me January 7th 2026

My commission Expires:

Notary Public

CANNON MAKI
Notary ID #134636795
My Commission Expires
November 7, 2027

ENGINEER's Recommendation:

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

2/20/2026
Date

Andrew Simonsen
ENGINEER

By: Andrew Simonsen, P.E.

Date

GTUA

2/24/26
Date

INSPECTOR

## CONTINUATION SHEET



Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8
APPLICATION DATE: 24-Dec-25
PERIOD FROM: 6-Oct-25
TO: 6-Oct-25
ARCHITECT'S PROJECT NO: 0

| A | B | | | | C | | | D | E | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | WORK COMPLETED | | | | | | | |
| | | | | | | This Application | | | | TOTAL COMPLETED | | | |
| | | | | | | QTY | QTY | $ | $ | TO DATE | % | BALANCE | |
| ITEM No. | DESCRIPTION OF WORK | ESTIMATED QUANTITY | UNIT | UNIT BID PRICE | SCHEDULED VALUE | Previous Applications | Work in Place | Previous Applications | Work in Place | (D + E) | G / C | TO FINISH C - G | RETAINAGE |
| 1 | MOBILIZATION, BONDING AND INSURANCE | 1 | LS | $ 52,601.40 | $ 52,601.40 | 1.00 | 0.00 | $ 52,601.40 | $ - | $ 52,601.40 | 100.00% | $ - | $ 2,630.07 |
| 2 | EROSION CONTROL/SWPPP | 1 | LS | $ 3,000.00 | $ 3,000.00 | 1.00 | 0.00 | $ 3,000.00 | $ - | $ 3,000.00 | 100.00% | $ - | $ 150.00 |
| 3 | TRAFFIC CONTROL | 1 | LS | $ 4,500.00 | $ 4,500.00 | 1.00 | 0.00 | $ 4,500.00 | $ - | $ 4,500.00 | 100.00% | $ - | $ 225.00 |
| 4 | ALIGNMENT CLEARING | 1 | LS | $ 6,000.00 | $ 6,000.00 | 1.00 | 0.00 | $ 6,000.00 | $ - | $ 6,000.00 | 100.00% | $ - | $ 300.00 |
| 5 | TRENCH SAFETY | 4235 | LF | $ 3.25 | $ 13,763.75 | 4235.00 | 0.00 | $ 13,763.75 | $ - | $ 13,763.75 | 100.00% | $ - | $ 688.19 |
| 6 | TEMPORARY WATER SERVICES | 1 | LS | $ 18,669.05 | $ 18,669.05 | 1.00 | 0.00 | $ 18,669.05 | $ - | $ 18,669.05 | 100.00% | $ - | $ 933.45 |
| 7 | LOCATON OF EXISTING UTILITIES | 1 | LS | $ 9,000.00 | $ 9,000.00 | 1.00 | 0.00 | $ 9,000.00 | $ - | $ 9,000.00 | 100.00% | $ - | $ 450.00 |
| 8 | 16" AWWA C-900 DR-18 PVC BY OPEN CUT | 4046 | LF | $ 83.18 | $ 336,546.28 | 4046.00 | 0.00 | $ 336,546.28 | $ - | $ 336,546.28 | 100.00% | $ - | $ 16,827.31 |
| 9 | 16" AWWA C-900 DR-18 PVC IN 24" STEEL CASING BY AUGER BORE | 334 | LF | $ 553.05 | $ 184,718.70 | 334.00 | 0.00 | $ 184,718.70 | $ - | $ 184,718.70 | 100.00% | $ - | $ 9,235.94 |
| 10 | 12" AWWA C-900 DR-18 PVC BY OPEN CUT | 5 | LF | $ 858.77 | $ 4,293.85 | 5.00 | 0.00 | $ 4,293.85 | $ - | $ 4,293.85 | 100.00% | $ - | $ 214.69 |
| 11 | 6" AWWA C-900 DR-18 BY OPEN CUT | 184 | LF | $ 33.52 | $ 6,167.68 | 184.00 | 0.00 | $ 6,167.68 | $ - | $ 6,167.68 | 100.00% | $ - | $ 308.38 |
| 12 | 1" WATER SERVICE LINE AND CONNECTION | 4 | EA | $ 2,084.04 | $ 8,336.16 | 4.00 | 0.00 | $ 8,336.16 | $ - | $ 8,336.16 | 100.00% | $ - | $ 416.81 |
| 13 | 2" WATER SERVICE LINE AND CONNECTION | 5 | EA | $ 1,233.42 | $ 6,167.10 | 5.00 | 0.00 | $ 6,167.10 | $ - | $ 6,167.10 | 100.00% | $ - | $ 308.36 |
| 14 | RELOCATE EXISTING WATER METER | 3 | EA | $ 3,000.00 | $ 9,000.00 | 3.00 | 0.00 | $ 9,000.00 | $ - | $ 9,000.00 | 100.00% | $ - | $ 450.00 |
| 15 | CONNECT TO EXISTING WATER LINE | 4 | EA | $ 3,240.06 | $ 12,960.24 | 4.00 | 0.00 | $ 12,960.24 | $ - | $ 12,960.24 | 100.00% | $ - | $ 648.01 |
| 16 | DUCTILE IRON FITTINGS | 7 | TON | $ 8,157.20 | $ 57,100.40 | 7.00 | 0.00 | $ 57,100.40 | $ - | $ 57,100.40 | 100.00% | $ - | $ 2,855.02 |
| 17 | FIRE HYDRANT ASSEMBLY | 5 | EA | $ 12,175.80 | $ 60,879.00 | 5.00 | 0.00 | $ 60,879.00 | $ - | $ 60,879.00 | 100.00% | $ - | $ 3,043.95 |
| 18 | 1" COMBINATION AIR RELEASE VALVE | 2 | EA | $ 9,026.32 | $ 18,052.64 | 2.00 | 0.00 | $ 18,052.64 | $ - | $ 18,052.64 | 100.00% | $ - | $ 902.63 |
| 19 | 6' GATE VALVE | 7 | EA | $ 3,194.03 | $ 22,358.21 | 7.00 | 0.00 | $ 22,358.21 | $ - | $ 22,358.21 | 100.00% | $ - | $ 1,117.91 |
| 20 | 16" GATE VALVE | 7 | EA | $ 16,888.26 | $ 118,217.82 | 7.00 | 0.00 | $ 118,217.82 | $ - | $ 118,217.82 | 100.00% | $ - | $ 5,910.89 |
| 21 | CLSM WATER STOP | 7 | EA | $ 857.14 | $ 5,999.98 | 7.00 | 0.00 | $ 5,999.98 | $ - | $ 5,999.98 | 100.00% | $ - | $ 300.00 |
| 22 | UTILITY MARKERS | 15 | EA | $ 810.00 | $ 12,150.00 | 15.00 | 0.00 | $ 12,150.00 | $ - | $ 12,150.00 | 100.00% | $ - | $ 607.50 |
| 23 | HYDROMULCH SURFACE REPAIR | 1550 | SY | $ 3.00 | $ 4,650.00 | 1550.00 | 0.00 | $ 4,650.00 | $ - | $ 4,650.00 | 100.00% | $ - | $ 232.50 |
| 24 | HOT MIX ASPHALT PAVEMENT REPAIR | 637 | SY | $ 60.00 | $ 38,220.00 | 637.00 | 0.00 | $ 38,220.00 | $ - | $ 38,220.00 | 100.00% | $ - | $ 1,911.00 |
| 25 | CONCRETE PAVEMENT REPAIR | 55 | SY | $ 110.00 | $ 6,050.00 | 55.00 | 0.00 | $ 6,050.00 | $ - | $ 6,050.00 | 100.00% | $ - | $ 302.50 |
| 26 | CONCRETE METER VAULT REMOVAL AND BACKFILL | 1 | LS | $ 3,000.00 | $ 3,000.00 | 1.00 | 0.00 | $ 3,000.00 | $ - | $ 3,000.00 | 100.00% | $ - | $ 150.00 |
| 27 | REMOVE AND REPLACE PIPE RAIL FENCE | 20 | LF | $ 40.00 | $ 800.00 | 20.00 | 0.00 | $ 800.00 | $ - | $ 800.00 | 100.00% | $ - | $ 40.00 |
| 28 | REMOVE AND REPLACE WIRE MESH FENCE | 20 | LF | $ 40.00 | $ 800.00 | 20.00 | 0.00 | $ 800.00 | $ - | $ 800.00 | 100.00% | $ - | $ 40.00 |
| 29 | REMOVE AND REPLACE PIPE RAIL GATE | 1 | EA | $ 250.00 | $ 250.00 | 1.00 | 0.00 | $ 250.00 | $ - | $ 250.00 | 100.00% | $ - | $ 12.50 |
| 30 | REMOVE AND REPLACE 12" CMP CULVERT | 10 | LF | $ 200.00 | $ 2,000.00 | 10.00 | 0.00 | $ 2,000.00 | $ - | $ 2,000.00 | 100.00% | $ - | $ 100.00 |
| 31 | REMOVE AND REPLACE 24" CORRUGATED HDPE CULVERT | 10 | LF | $ 600.00 | $ 6,000.00 | 10.00 | 0.00 | $ 6,000.00 | $ - | $ 6,000.00 | 100.00% | $ - | $ 300.00 |
| 32 | MATERIAL INSPECTION AND TESTING | 1 | LS | $ 9,000.00 | $ 9,000.00 | 1.00 | 0.00 | $ 9,000.00 | $ - | $ 9,000.00 | 100.00% | $ - | $ 450.00 |
| 33 | PROJECT ALLOWANCE | 1 | LS | $ 50,000.00 | $ 50,000.00 | 0.00 | 0.00 | $ - | $ - | $ - | 0.00% | $ 50,000.00 | $ - |
| | | | | | $ 1,091,252.26 | 0.00 | 0.00 | $1,041,252.26 | $ - | $1,041,252.26 | 95.42% | $ 50,000.00 | $ 52,062.61 |

# Contractor's Pay Estimate Line Item Detail For Material



**Owner:** City of Gainesville
**Contactor:** Haynie Leadership Group Inc, DBA A&V Water
**Project:** City of Gainesville, TX Foundry Road Water Line Improvements

Estimate No. 6
Period Ending: 8/8/2025
Invoice Date: 8/8/2025

| Invoice Number | Manufacturer & Description of Stored Materials | Item No. | On Hand Last Estimate | Received This Estimate | Installed this Estimate | On Hand This Estimate |
|---|---|---|---|---|---|---|
| 017473 02 | 16x20 C905 DR18 GJ PIPE - 2360 FEET | 8 & 9 | $ - | $ - | $ - | $ - |
| 017473 02 | 16X20 C905 DR18 CERTA-LOK - 1000 FEET | 8 & 9 | $ - | $ - | $ - | $ - |
| 017474 02 | 24" .375 WALL STEEL CASING - 340 FEET | 9 | $ - | $ - | $ - | $ - |
| 017469 04 | 1230B-HS-500 312AWG SOLID WIRE BLUE TRACER WIRE | 8 & 9 | $ 0.00 | $ - | $ - | $ - |
| 017469 04 | 2X1000 BLUE DETECTABLE TAPE | 8 & 9 | $ 0.00 | $ - | $ - | $ - |
| 017473 04 | 16x20 C905 DR18 GJ PIPE - 420 FEET | 8 & 9 | $ - | $ - | $ - | $ - |
| 017473 06 | 16X20 C905 DR18 CERTA-LOK - 620 FEET | 8 & 9 | $ (0.00) | $ - | $ - | $ - |
| 017469 01 | 12X20 C900 DR18 CL235 GJ PIPE - 20 FEET, 6X20 C900 DR18 CL235 GJ PIPE - 220 FEET, CTS PIPING, BRASS FITTINGS, DUCTILE IRON FITTINGS, MEGALUGS, METER BOXES, MAN HOLE RINGS, UTILITY MARKERS | 10, 11, 12, 13, 15, 16, 22 | $ - | $ - | $ - | $ - |
| 017726 02 | BABA 6 MJ X MJ GATE VALVE EJ | 19 | $ - | $ - | $ - | $ - |
| | | | $ - | | | $ - |
| | | | $ - | | | $ - |
| | | | $ - | |

**AGENDA ITEM XX**

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **March 10, 2026**

**SUBJECT:** **AGENDA ITEM NO. XX**

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

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HAYES CONSTRUCTION, LLC. FOR THE CITY OF BELLS WATER SYSTEM IMPROVEMENTS – WATER MAIN INSTALLATION PROJECT AS COMPLETE AND AUTHORIZING CHANGE ORDER NO. 5.**

## ISSUE
Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Hayes Construction, LLC., for the City of Bells Water Main Installation Project as complete and authorizing Change Order No. 5.

## BACKGROUND
The City of Bells Water Mains Installation Project installed watermains improvements on McFarland Street, Bells Boulevard (Highway 56), FM 1897, and Branch Street. This project modernized the water infrastructure in Bells by improving water transmission and distribution, thereby increasing overall system efficiency and longevity.

## CONSIDERATIONS
Change Order No. 5 reduces the contract price based on work completed. Some of the identified work for the project scope was determined as completed during mobilization. The change order reduces the contract price by $26,150.00, resulting in a final contracted price of $777,635.00.

Hayes Construction, LLC., has completed the City of Bells Water Main Installation project and the City of Bells has accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Hayes Construction, LLC.

## STAFF RECOMMENDATIONS
The Authority Staff recommend approving the project as complete. The City of Bells has accepted the project as complete.

## ATTACHED
Closeout Documents
Change Order 5

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH HAYES CONSTRUCTION, LLC, AS COMPLETE FOR THE CITY OF BELLS WATER SYSTEM IMPROVEMENTS WATER MAIN INSTALLATION PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Hayes Construction, LLC, for the City of Bells Water System Improvements Water Main Installation Project, and

WHEREAS representatives of the City of Bells and the project engineer have inspected the City of Bells Water System Improvements Water Main Installation Project and found it to be complete.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with Hayes Construction, LLC, as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2026 by the following vote:

AYE: NAY: ABSTAIN:

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

_____
President

ATTEST:

_____
Secretary-Treasurer

# Change Order

Date of Issuance: 2/24/2026 No. 5

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

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

Description: This change order is to reduce the contract price based on the work completed

**Justification:** During mobilization, it was determined that the identified work had already been completed. As a result, the contractor did not perform a portion of the contracted scope

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

$ 713,630.00

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 4

$ 90,155.00

Contract Price prior to this Change Order:

$ 803,785.00

~~[Increase]~~ [Decrease] of this Change Order:

$ 26,150.00

Contract Price incorporating this Change

$ 777,635.00

**CHANGE IN CONTRACT TIMES:**

Original Contract

Substantial completion days: 120 days
Substantial completion date: 8/12/2025

[Increase] [Decrease] from previously Change Orders No. 1 to No. 4:

Substantial completion days: 230 days
Substantial completion date: 11/30/2025

Contract Times prior to this Change Order:

Substantial completion days: 230 days
Substantial completion date: 11/30/2025

[Increase] [Decrease] of this Change Order:

Substantial completion days: 30 days
Substantial completion date: 12/29/2025

Contract Times with all approved Change Orders:

Substantial completion days: 260 days
Substantial completion date: 12/29/2025

RECOI
By: Eric V. Meza
Engineer (Authorized Signature)
Date: 2/24/2026

ACCEPTED:
By:
Owner (Authorized Signature)
Date: 2-27-2026

ACCEPTED:
By: Lara Jackson
Contractor (Authorized Signature)
Date: 2/24/2026

# Change Order

Date of Issuance: 2/24/2026 No. 5

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

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

Description: This change order is to reduce the contract price based on the work completed

**Justification:** During mobilization, it was determined that the identified work had already been completed. As a result, the contractor did not perform a portion of the contracted scope

ACCEPTED:
By: _____
GTUA (Authorized Signature)
Date: 4/30/2026

# AGENDA ITEM XXI

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **March 26, 2026**

**SUBJECT:** **AGENDA ITEM NO. XXI**

**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 LANDMARK STRUCTURES I, INC. FOR THE CITY OF VAN ALSTYNE-750,000 GALLON ELEVATED STORAGE TANK PROJECT AS COMPLETE AND AUTHORIZING CHANGE ORDER NUMBERS. 1-8.**

## ISSUE
Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Landmark Structures I, Inc., for the City of Van Alstyne, 750,000 Gallon Elevated Storage Tank Project as complete and authorizing Change Order No. 1-8.

## BACKGROUND
In May 2020, the GTUA Board of Directors approved the submission of a Drinking Water State Revolving Fund application to the Texas Water Development Board on behalf of the City of Van Alstyne. The award of contract to Landmark Structures I, Inc. was subsequently approved in August 2023.

During construction, a total of eight change orders were issued. Change Orders No. 1 through No. 7 resulted in no change to the contract price, while Change Order No. 8 decreased the contract amount.

## CONSIDERATIONS
The original contract amount was $4,470,000.00. Change Order No. 8 reduces the contract price by $17,195.50, resulting in a final contract amount of $4,452,804.50.

Landmark Structures I, Inc., has completed the City of Van Alstyne, 750,000 Gallon Elevated Storage Tank project and the City of Van Alstyne has accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Landmark Structures I, Inc.

## STAFF RECOMMENDATIONS
The Authority Staff recommend approving Change Orders No. 1 through 8 and accepting the project as complete. The City of Van Alstyne accepted the project as complete at the City Council Meeting on April 14, 2026

## ATTACHED
Closeout Documents
Change Orders 1-8

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LANDMARK STRUCTURES I, INC., AS COMPLETE FOR THE CITY OF VAN ALSTYNE 750,000 GALLON 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 Van Alstyne and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Landmark Structures I, Inc., for the City of Van Alstyne 750,000 Gallon Elevated Storage Tank Project, and

WHEREAS representatives of the City of Van Alstyne and the project engineer have inspected the City of Van Alstyne 750,000 Gallon Elevated Storage Tank 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 Landmark Structures I, Inc., as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2026 by the following vote:

AYE: NAY: ABSTAIN:

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

_____
President

ATTEST:

_____
Secretary-Treasurer

# GTUA VA 750,000 Gallon Elevated Storage Tank

*Change Log*

## CO VA-01 Tank Elevation Modification

| Sched of Values Bid Item # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 67-01a | Increase Minimum Operating Level of Tank by 10-feet | N/R | LS | | | 1 | 1 | $ 143,600.00 | $ 143,600.00 |
| | | | | | | | **Total Change Value** | | **$ 143,600.00** |

## CO VA-02 Electrical Field Changes

| Sched of Values Bid Item # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 67-02a | CO Project Management | 0 | LS | $ 1,000.00 | $ - | 1 | 1 | $ 1,000.00 | $ 1,000.00 |
| 67-02b | 50KVA Transformer | 0 | EA | $ 5,977.00 | $ - | 1 | 1 | $ 5,977.00 | $ 5,977.00 |
| 67-02c | Pull Boxes | 0 | EA | $ 2,200.00 | $ - | 2 | 2 | $ 4,400.00 | $ 4,400.00 |
| 67-02d | Electrical Re-work in Pump Station Building | 0 | LS | $ 7,500.00 | $ - | 1 | 1 | $ 7,500.00 | $ 7,500.00 |
| 67-02e | 2-inch Electrical Conduit Sleeves (3) | 0 | LF | $ 25.00 | $ - | 555 | 555 | $ 13,875.00 | $ 13,875.00 |
| 67-02f | 1-inch Electrical Conduit Sleeves (3) | 0 | LF | $ 20.00 | $ - | 370 | 370 | $ 7,400.00 | $ 7,400.00 |
| 37 | 4-inch Electrical Conduit Sleeves (2) | 185 | LF | $ 50.00 | $ 9,250.00 | -185 | 0 | $ - | $ (9,250.00) |
| | | | | | | | **Total Change Value** | | **$ 30,902.00** |

## CO VA-03 Water Line Field Changes

| Sched of Values Bid Item # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 39 | 8-inch AWWA C900 PVC Water Line | 250 | LF | $ 125.00 | $ 31,250.00 | 10 | 260 | $ 32,500.00 | $ 1,250.00 |
| 42 | Ductile Iron Fittings | 1 | Ton | $ 14,000.00 | $ 14,000.00 | 0.2025 | 1.2025 | $ 16,835.00 | $ 2,835.00 |
| 45 | 8-inch Gate Valve | 3 | EA | $ 6,000.00 | $ 18,000.00 | 2 | 5 | $ 30,000.00 | $ 12,000.00 |
| 46 | 12-inch Gate Valve | 3 | EA | $ 15,000.00 | $ 45,000.00 | 1 | 4 | $ 60,000.00 | $ 15,000.00 |
| | | | | | | | **Total Change Value** | | **$ 31,085.00** |

## CO VA-04 Security Fence Quantitiy Incresase

| Sched of Values Bid Item # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 54 | 8-foot Security Fence Relocation 30-feet to West to match Property Line | 810 | LF | $ 170.00 | $ 137,700.00 | 60 | 870 | $ 147,900.00 | $ 10,200.00 |
| | | | | | | | **Total Change Value** | | **$ 10,200.00** |

## CO VA-05 Modifications to Bid Items

| Sched of Values Bid Item # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 65 | AMR System (not used) | 1 | LS | $ 25,500.00 | $ 25,500.00 | -1 | 0 | $ - | $ (25,500.00) |
| | | | | | | | **Total Change Value** | | **$ (25,500.00)** |

# *GTUA VA 750,000 Gallon Elevated Storage Tank*

## CO VA-06 Modify Limits of Concrete Pavement

| Sched of Values Bid Item # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 59 | 8-inch Reinforced Concrete Pvmnt | 1,895 | EA | $ 150.00 | $ 284,250.00 | -883 | 1012 | $ 151,800.00 | $ (132,450.00) |
| 60 | Remove and Dispose Exist Concrete Pavement | 160 | SY | $ 50.00 | $ 8,000.00 | 54 | 214 | $ 10,700.00 | $ 2,700.00 |
| 67-06a | 6-inch Txdot Base Material | 0 | EA | $ 75.00 | $ - | 833 | 833 | $ 62,475.00 | $ 62,475.00 |
| 67-06b | GST Splash Pad (Reinforced Concrete) | 0 | EA | $ 150.00 | $ - | 32 | 32 | $ 4,800.00 | $ 4,800.00 |
| 67-06c | Landmark Overhead Fee (10% on Base and Splash Pad) | 0 | EA | 10% | $ - | 1 | 1 | $ 6,727.50 | $ 6,727.50 |
| not yet confirmed with Landmark | | | | | | | **Total Change Value** | | **$ (55,747.50)** |

## CO VA-07 Exterior Lighting Changes

| Bid # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 67-07a | Tank Illumination Lighting | 1 | LS | $ 148,980.00 | $ 148,980.00 | 0 | 1 | $ 148,980.00 | $ 148,980.00 |
| 66 | Exterior Tank and Site Lighting System ALLOWANCE | 1 | LS | $ 50,000.00 | $ 50,000.00 | | 1 | $ 50,000.00 | $ (50,000.00) |
| | | | | | | | **Total Change Value** | | **$ 98,980.00** |

# *GTUA VA 750,000 Gallon Elevated Storage Tank*

## CO VA-08 Close out Resolution of Final Contract Value

| Bid # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 62 | Additional Reinforced Concrete | 1 | CY | $ 500.00 | $ 500.00 | -1 | 0 | $ - | $ (500.00) |
| 63 | Additional Excavation | 1 | CY | $ 100.00 | $ 100.00 | -1 | 0 | $ - | $ (100.00) |
| 64 | Compacted Structural Backfill | 1 | CY | $ 115.00 | $ 115.00 | -1 | 0 | $ - | $ (115.00) |
| 67 | Balance from Owners Allowance | 1 | LS | $ 250,000.00 | $ 250,000.00 | See CO-07 Allowance Value | | $ 233,519.50 | $ (16,480.50) |
| | | | | | | | **Total Contract Change Value** | | **$ (17,195.50)** |

## Owners Allowance Status

| Bid # | Description | Bid Allowance | Net Change Value | Cumulative Change to Allowance Value | Available Owners Allowance Balance |
|---|---|---|---|---|---|
| 67 | OWNERS ALLOWANCE | $ 250,000.00 | | | $ 250,000.00 |
| CO-VA-001 | Tank Elevation Modification | | $ 143,600.00 | $ (143,600.00) | $ 106,400.00 |
| CO-VA-002 | Electrical Field Modifications | | $ 30,902.00 | $ (174,502.00) | $ 75,498.00 |
| CO-VA-003 | Bid Item Change: Water Line Field Modifications | | $ 31,085.00 | $ (205,587.00) | $ 44,413.00 |
| CO-VA-004 | Bid Item Change: Extend Security Fence | | $ 10,200.00 | $ (215,787.00) | $ 34,213.00 |
| CO-VA-005 | Bid Item Change: Remove AMR System Scope | | $ (25,500.00) | $ (190,287.00) | $ 59,713.00 |
| CO-VA-006 | Limits of Concrete Pavement | | $ (55,747.50) | $ (134,539.50) | $ 115,460.50 |
| CO-VA-007 | Exterior Lighting System | | $ 98,980.00 | $ (233,519.50) | $ 16,480.50 |

| | | | | |
|---|---|---|---|---|
| CO-VA-008 | **Close out Resolution; Final Contract Value**<br>1. Unused Bid Items<br>2. Remaining Owners Allowance | $ 17,195.50 | | $ (17,195.50) |

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #1** **Date:** May 12, 2025

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 1 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19,2023

**Change Order 1:** **Increase the Tank Operating Elevation by 10-feet to 920 ft. MSL**
**Scope:** Modify the elevation of the Maximum Operating level to 920 ft. MSL
Modify the elevation of the Overflow lip to 921 ft. MSL
Maintain all other operating parameters.
**Description:** In order to equalize the high water level pressure for both the existing 218,000 gallon water tower (E Cooper @ N Preston) and the proposed 750,000 gallon water tower, a modification of the maximum water level to 920 ft. MSL is requested. The associated changes to the EST pedestal include:
Starter Wall; Concrete Pedestal (1 additional lift); Mechanical Piping; Interior Ladder; and Electrical Wiring. Landmark responded with a lump sum for the changes.

| | | |
|---|---|---|
| **Associated Cost:** | **Net Contract Increase CO#1** | **$ 0.00** |
| | Value of proposed additional work | = $ 143,600.00 |
| | Owners Allowance Bid Item # 32 | = $ 250,000.00 |
| | Net Remaining Owners Allowance | = $ 106,400.00 |
| | Change to Contract Value | = $ 0.00 |
| **Original Contract Value:** | | **$ 4,470,000.00** |
| Revised Contract Value: (w/ CO-1) | | **$ 4,470,000.00** |
| **Contract Duration:** | 360 Calendar Days | |
| Additional: (per CO #1) | 10 Working Days (14 Calendar Days) | |
| **Notice to Proceed:** | GTUA December 19, 2023; (TWDB March 4, 2024) | |
| Substantial Completion: | December 13, 2024 | |
| Revised (CO #1) | December 27, 2024 | |

Submitted: Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne)

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow
Digitally signed by Peter McCollow
DN: C=US, E=pmccollow@teamlandmark.com, O=Landmark Structures, CN=Peter McCollow
Date: 2025.10.20 13:42:12-04'00'

Pete McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

# SECTION 13210

# COMPOSITE ELEVATED WATER STORAGE TANK

Copyright © 2022 Tank Industry Consultants
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Change Order No. 1: Increase Maximum Operating Level by approx. 10-feet

Douglas Showers
February 20, 2024

## PART 1 – GENERAL

### 1.1. SUMMARY

A. Section Includes: This section includes the design, construction, testing, and commissioning of one 750,000 gallon composite elevated water tank; including foundation, painting, and accessories. A composite elevated water tank consists of a welded steel water storage tank supported by a cylindrical reinforced concrete pedestal.

B. Operating Parameters: The tank shall have the following characteristics:

| | | | |
|---|---|---|---|
| Minimum Capacity within Head Range | | 750,000 | gallons |
| Head Range | | 40 ± 2.5 | ft |
| Maximum Fill Rate | | 700 | gpm |
| Elevation – Lip of Overflow | 921 | ~~911~~ | ft M.S.L. |
| Elevation – Maximum Operating Level (MOL) | 920 | ~~910~~ | ft M.S.L. |
| Elevation – Top of Foundation (grade slab) | | 780.5 | ft M.S.L. |
| Elevation – Finish Grade | | 780 | ft M.S.L. |

### 1.2. SUBCONTRACTORS

A. Subcontracting: Fabrication and construction of the steel tank and concrete pedestal shall **not** be subcontracted. Foundation construction and painting may be subcontracted. CONTRACTOR shall state the name and address of proposed SUBCONTRACTORS in the **Bid Form**.

### 1.3. REFERENCES

All of the latest revisions at the time of bidding shall apply:

A. American Water Works Association (AWWA)

1. D107-16, Standard for Composite Elevated Tanks for Water Storage
2. D102-21, Standard for Painting Steel Water Storage Tanks
3. C151/A21.51-09, ANSI Standard for Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids

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

**Project: 1797 1797 GTUA TX - 0.75 MG CET**
1350 W. Van Alstyne Parkway
Van Alstyne, Texas 75495

# Submittal #12.A - General Arrangement Drawing Set
# 13210 -

| | | | |
|---|---|---|---|
| **Revision** | A | **Submittal Manager** | Serena Spencer (Landmark Structures) |
| **Status** | Open | **Date Created** | Mar 12, 2024 |
| **Issue Date** | Mar 13, 2024 | **Spec Section** | 13210 - |
| **Responsible Contractor** | Landmark Structures | **Received From** | Pete McCollow (Landmark Structures) |
| **Received Date** | | **Submit By** | Mar 19, 2024 |
| **Final Due Date** | Mar 27, 2024 | **Lead Time** | |
| | | **Cost Code** | |
| **Location** | | **Type** | Drawings |

**Approvers** Patrick Brown (Tank Industry Consultants), Doug Showers (McManus & Johnson)

**Ball in Court** Patrick Brown (Tank Industry Consultants), Doug Showers (McManus & Johnson)

**Distribution** Meredith Jones (McManus & Johnson)

**Description** Drawings updated per COR #1 High Water Level Change

## Submittal Workflow

| Name | Sent Date | Due Date | Returned Date | Response | Attachments |
|---|---|---|---|---|---|
| General Information Attachments | | | | | |
| Patrick Brown | | Mar 27, 2024 | | Pending | |
| Doug Showers | | Mar 27, 2024 | | Pending | |

**CERTIFICATION:**

**This information has been reviewed and determined to be in compliance with the contract documents including plans and specifications as modified by addenda, change orders and field orders. Any exceptions to the contract documents are noted below.**

**EXCEPTIONS / REMARKS:**

**Project Manager:** Pete L McCollow

# Van Alstyne Elevated Storage Tank
# Van Alstyne, TX

## General Arrangement Drawing Set

| Drawing No. | Drawing Title | Revision |
|---|---|---|
| | | |
| *A-1* | *GENERAL ARRANGEMENT TANK SECTION* | *A* |
| A-2 | GENERAL ARRANGEMENT GRADE FLOOR LAYOUT | |

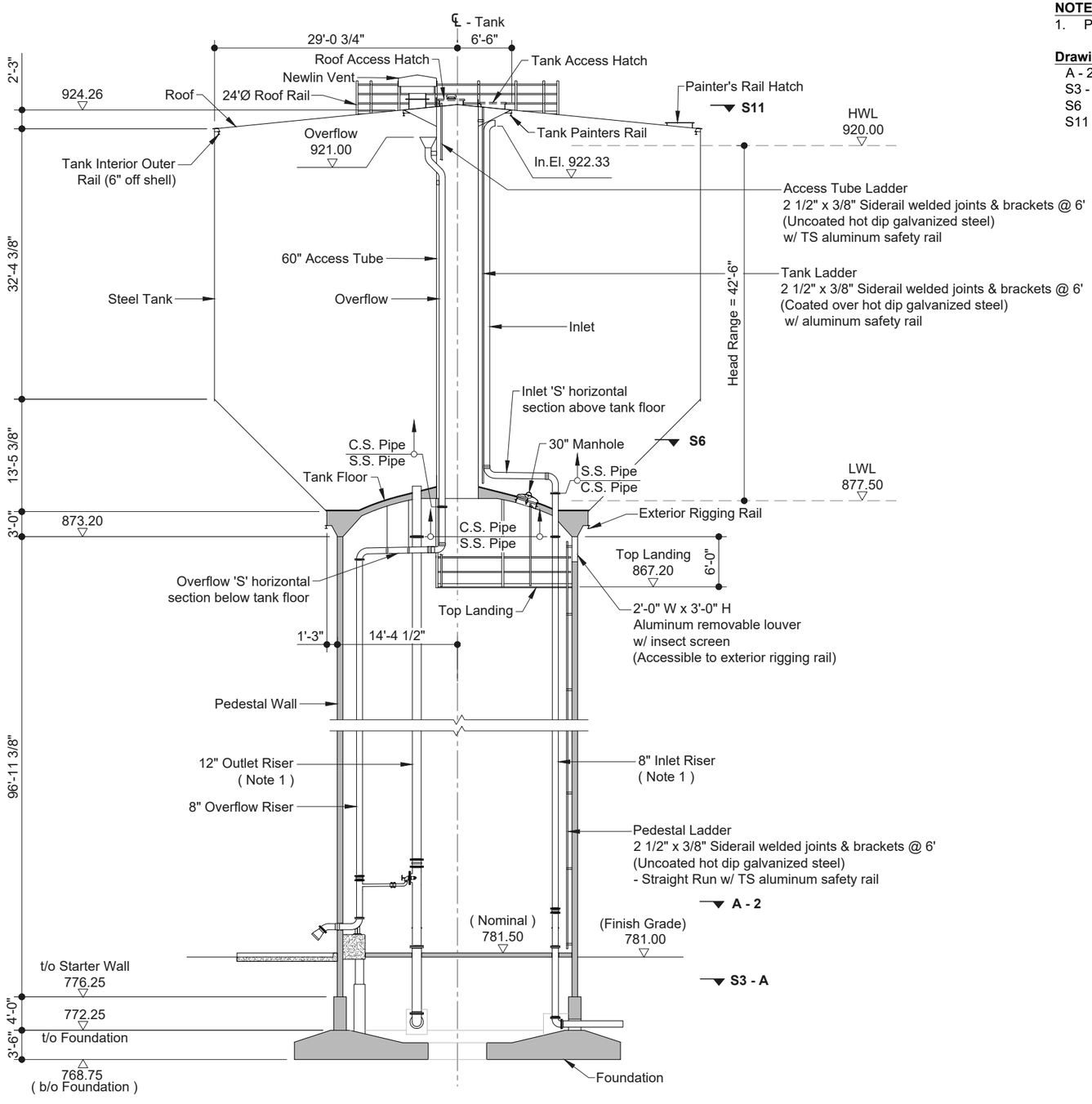
| Mk. | Qty. | Description | Length | Spec. | Ref. Dwg. | Wt. (lbs.) |
|---|---|---|---|---|---|---|

**NOTES:**

1. Pipes shown are rotated for drawing clarity.

**Drawing References**:

| | |
|---|---|
| A - 2 | - General Arrangement - Grade Floor Layout |
| S3 - A1 | - Foundation Plan |
| S6 | - Dome Floor Slab Plan |
| S11 | - Steel Tank - Roof Plan |




| No.: | Date: | By: | Revision: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| A | 2024.03.01 | EAT | Redrawn per HWL change |

Contractor:

LANDMARK

**Landmark Structures I, LP**
1665 Harmon Road, Fort Worth, Texas 76177
Texas Certification of Registration No. F-779

Project:

**CITY OF VAN ALSTYNE, TX**
**GREATER TEXOMA UTILITY AUTHORITY**
**0.75 MG ELEVATED WATER STORAGE TANK**

Description:

**GENERAL ARRANGEMENT**
**TANK SECTION**

| Design By: | Release Date: | Project Number: |
|---|---|---|
| BD | 2024.01.31 | 1797 |
| Drawn By: | Status: | Dwg Number: |
| GSG | RELEASED | A - 1 |
| Checked By: | Scale: | |
| OGT | N.T.S. | |

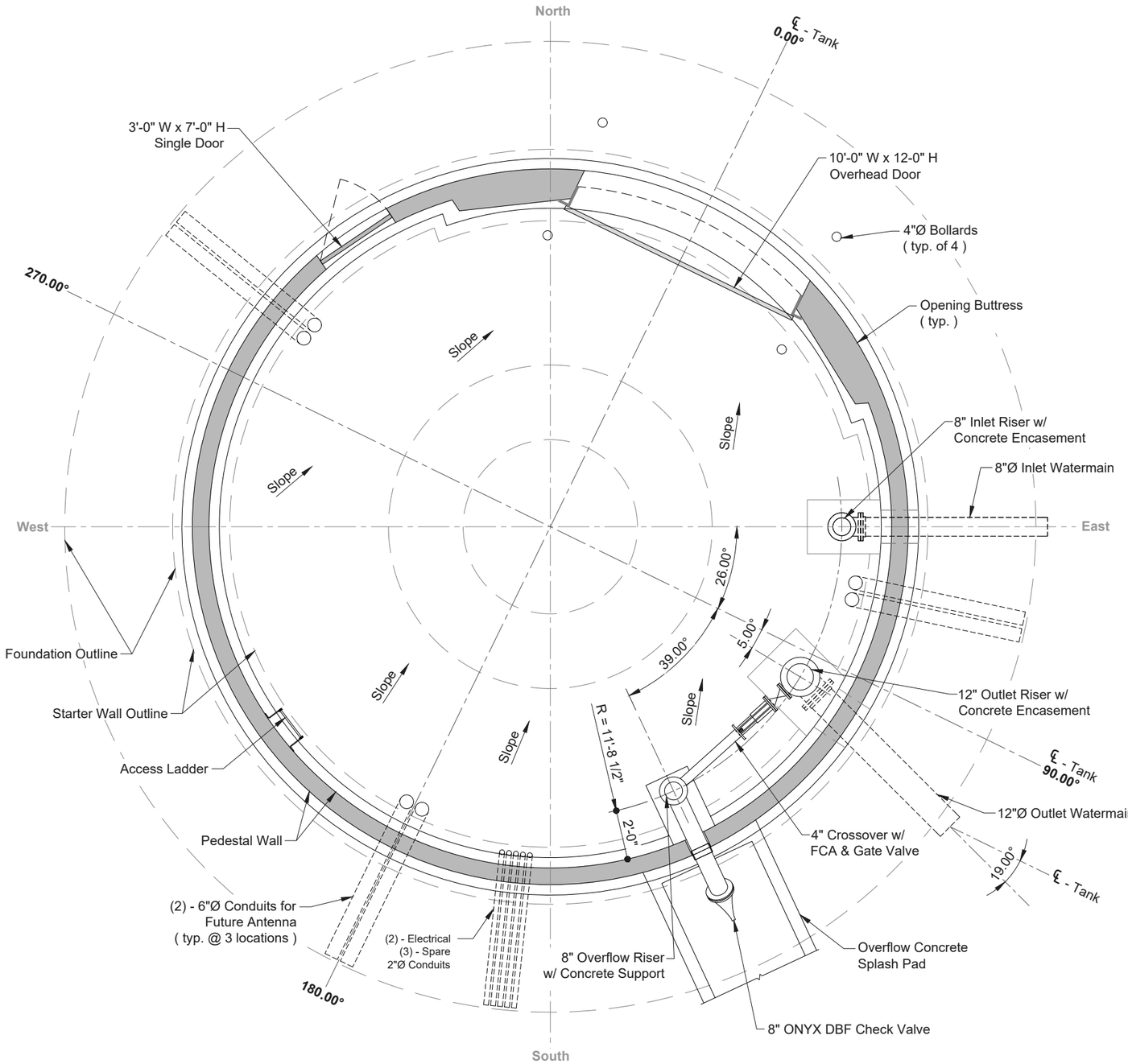
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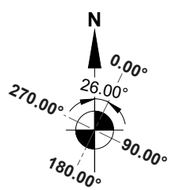
Q:\DRAFTING\6} PROJECTS\2023\1797 - GREATER TEXOMA, TX\~A\1797 - A-1.REV.A (TANK SECTION) ( 11 X 17 )

| Mk. | Qty. | Description | Length | Spec. | Ref. Dwg. | Wt. (lbs.) |
|---|---|---|---|---|---|---|

**NOTES:**

1. See Contract Drawings for additional details.




Monday, November 20, 2023 1:33:22 PM

| No.: | Date: | By: | Revision: |
|---|---|---|---|
| | | | |

Contractor:
LANDMARK
**Landmark Structures I, LP**
1665 Harmon Road, Fort Worth, Texas 76177
Texas Certification of Registration No. F-779

Project:
**CITY OF VAN ALSTYNE, TX**
**GREATER TEXOMA UTILITY AUTHORITY**
**0.75 MG ELEVATED WATER STORAGE TANK**

Description:
**GENERAL ARRANGEMENT**
**GRADE FLOOR LAYOUT**

| Design By: | Release Date: | Project Number: |
|---|---|---|
| BD | 2024.01.31 | 1797 |
| Drawn By: | Status: | Dwg Number: |
| GSG | RELEASED | A - 2 |
| Checked By: | Scale: | |
| OGT | N.T.S. | |

Q:\DRAFTING\6) PROJECTS\2023\1797 - GREATER TEXOMA, TX\~A\1797 - A-2 (SOG) ( 11X 17 )

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #2** **Date:** May 12, 2025

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 2 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19,2023

**Change Order 2:** **3-Phase Electrical Supply & Transformer Modifications**
**Scope:** GCEC power supply to site is 3-phase to an existing transformer. Contract did not include step down transformer to single-phase supply. At the time of design, back-up power and automatic switchgear had not been finalized or installed. The existing electrical supply needed to support the electrical design associated with the EST. Electrical contractor provided details for the recommended improvements.
**Description:** Supply single-phase power through a transformer mounted in the EST pedestal. Additional switchgear to assure that the back-up power from the on-site generator is available for all requirements, including SCADA. Remove 4" electrical conduit (Bid Item # 12). Provide additional 1" & 2" conduit for connection to existing pump station and the exterior lighting.
Landmark responded with an itemized change proposal.

**Associated Cost:** **Net Contract Increase CO#2 $ 0.00**

| | |
|---|---|
| Value of proposed additional work | = $ 30,902.00 |
| Remaining Owners Allowance Bid Item #32 | = $ 106,400.00 |
| Net Remaining Owners Allowance | = $ **75,498.00** |
| Change to Contract Value | = $ 0.00 |
| **Original Contract Value:** | **$ 4,470,000.00** |
| Revised Contract Value: (w/ CO-1, 2) | **$ 4,470,000.00** |
| **Contract Duration:** | 360 Calendar Days |
| Additional: (per CO #2) | 15 Working Days (21 Calendar Days) |
| **Notice to Proceed:** | GTUA December 19, 2023; (TWDB March 4, 2024) |
| Substantial Completion: | December 13, 2024 |
| Revised (CO #1 & 2) | January 17, 2025 |

Submitted: Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne)

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow Digitally signed by Peter McCollow DN: C=US, E=pmccollow@teamlandmark.com, O=Landmark Structures, CN=Peter McCollow Date: 2025.10.20 13:46:20-04'00'

Pete McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

Landmark Structures

1665 Harmon Road
Fort Worth, Texas 76177
817.439.8888 Phone
817.439.9001 Fax

www.teamlandmark.com

January 22, 2025

McManus & Johnson
Van Alstyne, TX 75495

Attn: Doug Showers

Subject: 1797 GTUA VA Site Electrical Rerouting (RFI 16)
Enclosures:

1. 1797 GTUA VA EST Change Request VA-02 R2 20241202
2. 1797 GTUA VA EST Site Electrical Change Proposal Drawing

Dear Doug,

Landmark Structures proposes the following for the work related to 1797 GTUA VA EST Change Request VA-02 R2 20241202:

**Inclusions:**

1. 100amp bucket breaker for existing MCC in pump building
2. Ditching & placement of (3) 2” and (2) 1” conduits from the existing building to new inground hand holes at the new EST
3. Take existing conduit stub outs at EST to new handhole outside of the EST
4. Ditching and conduit from handhole at pump house to new gate opener
5. New 50KVA transformer in EST pedestal located next to the new distribution panel
6. All necessary wire, conduit, and straps to complete the install
7. Spare conduit stubbed up at the pump house and capped
8. All labor, equipment and material to complete this added scope of work

**Exclusions:**

1. Gate operator and controller (This will be provided in the new fencing proposal)
2. Tank Lighting (This will be provided in a separate proposal and change order)

**Contract Price/Time: $30,902 (15) Calander Days**
This lump sum cost includes the credit for the original 4” conduit in the base bid documents.

Yours truly,
LANDMARK STRUCTURES I, LP

Pete McCollow
Project Manager

1797 GTUA VA EST Site Electrical Change Proposal Drawing

NOTES:

1. GRADE TO DRAIN FROM EXISTING GROUND STORAGE TANK OVERFLOW SPLASH PAD TO CONCRETE PAVEMENT.
2. INCLUDES ALL PARTS, MATERIALS AND LABOR FOR INSTALLATION AND OPERATION OF PEDESTAL MOUNTED ELECTRIC ENTRY KEYPAD AND MOTORIZED UNIT FOR ROLL GATE.

1

LEGEND

- DITCH FLOW DIRECTION
- 600 CONTOUR ELEVATION
- EX ROW
- PROPERTY LINE
- ESMT
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROP CONC PVMT
- REMOVE AND REPLACE EX CONC. MATCH EX

N

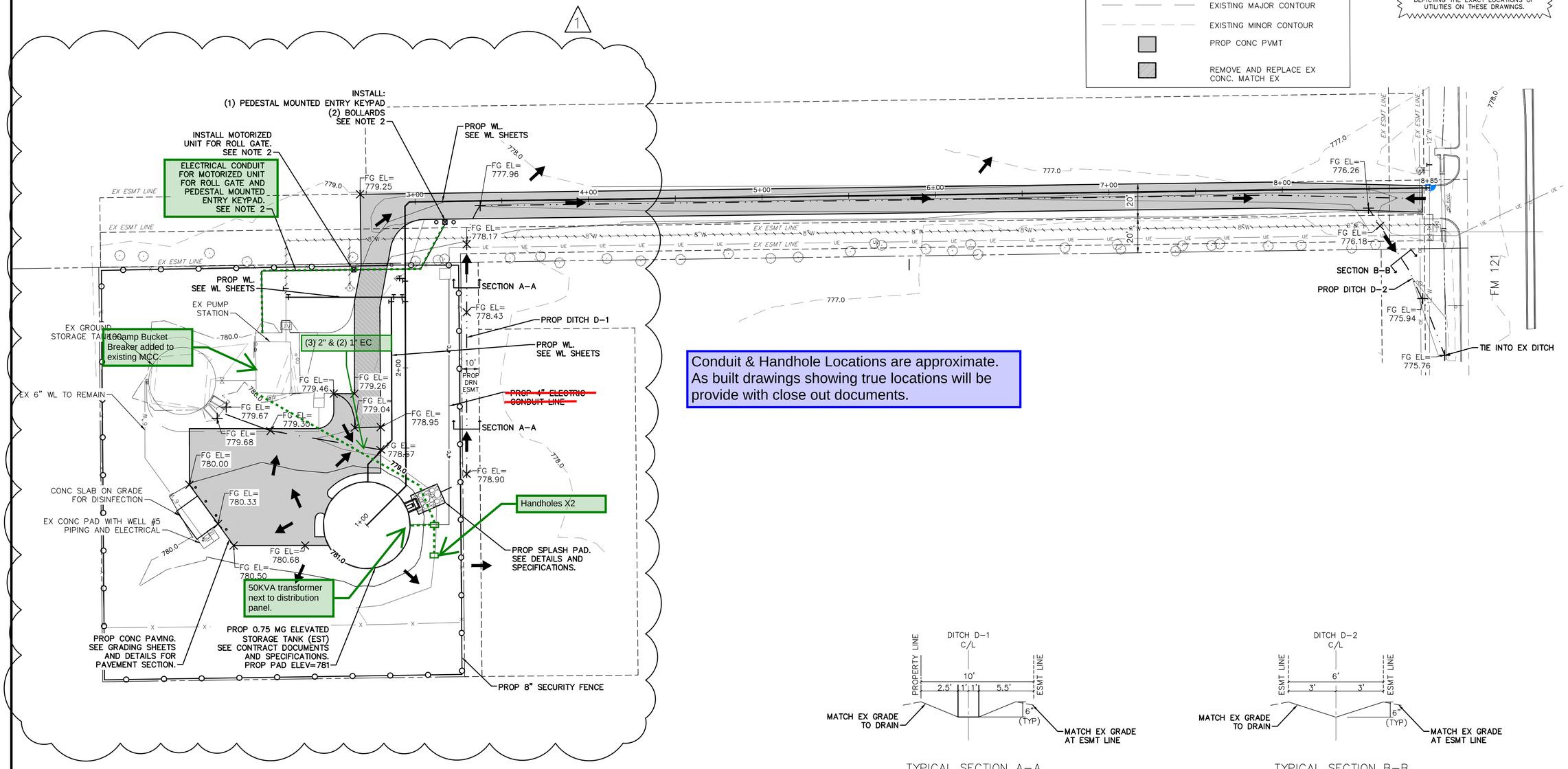
0 15 30 45 60

1"=30'

ORIGINAL PRINT: 22"X34"

CAUTION!

CONTRACTOR IS TO CONTACT TEXAS ONE-CALL SYSTEM (1-800-245-4545) OR OTHER UTILITY LOCATING SERVICES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION ACTIVITIES. MCMANUS AND JOHNSON CONSULTING ENGINEERS, LLC. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES IN THE PROJECT AREA NOR FOR DEPICTING THE EXACT LOCATIONS OF UTILITIES ON THESE DRAWINGS.




Conduit & Handhole Locations are approximate. As built drawings showing true locations will be provide with close out documents.




TYPICAL SECTION A-A
DITCH D-1
N.T.S.




TYPICAL SECTION B-B
DITCH D-2
N.T.S.

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL "B" & FENCE RECONFIGURATION | DKS | 12/03/24 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DOUGLAS K SHOWERS, P.E. NO. 88835 ON 6-20-2023.

GRADING PLAN

Van Alstyne, Texas
ELEVATED
STORAGE TANK

CITY OF VAN ALSTYNE

Scale: 1"=30'
Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122GRD.DWG
Project No.: 75495-0122


McMANUS & JOHNSON
CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276


SHEET
C.05

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #3** **Date:** October 27, 2025

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 3 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19,2023

**Change Order 3:** **Water Lines (8" & 12") Yard and Distribution Piping Modifications**
**Scope:** After the project was let, and once Rick Sailler joined the City as PW Director, Bob Johnson and I met with Rick to confirm the piping layout. Out of that discussion, we addressed the addition of in line valves and a minor alignment change to offer enhanced operational functionality and flexibility.

**Description: Additions included:**

| | |
|---|---|
| Bid Item 9: 8" DR-18 PVC Water Line: | Add 10 Lf @$ 125/Lf |
| Bid Item 42: Ductile Iron Fittings: | Add 0.2025 T @ $ 14k/T |
| Bid Item 45: 8" Gate Valve: | Add 2 Ea @ $ 6,000/Ea |
| Bid Item 46: 12" Gate Valve: | Add 1 Ea @ $ 15,000/Ea |

**Associated Cost:** **Net Contract Increase CO# 3 $ 0.00**

| | |
|---|---|
| Value of proposed additional work | = $ 31,085.00 |
| Remaining Owners Allowance Bid Item #32 | = $ 75,498.00 |
| Net Remaining Owners Allowance | = **$ 44,413.00** |
| Change to Contract Value | = $ 0.00 |
| **Original Contract Value:** | **$ 4,470,000.00** |
| Revised Contract Value: (w/ CO-1, 2, 3) | **$ 4,470,000.00** |

| | |
|---|---|
| **Contract Duration:** | 360 Calendar Days |
| Additional: (per CO #3) | 72 Calendar Days |
| **Notice to Proceed:** | GTUA December 19, 2023; (TWDB March 4, 2024) |
| Substantial Completion: | December 13, 2024 |
| Revised (CO #1,2&3) | March 30, 2025 |

Submitted: Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne)

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

# memo

McMANUS & PAYNE CONSULTING ENGINEERS, LLC

To: Pete McCollow, Project Manager, Landmark Structures

From: Douglas Showers, Construction Manager, McManus & Payne Consulting Engineers (MPCE)

Date: October 27, 2025

Subject: 1797 GTUA / VA EST: CR VA-03 Revised; Water Line Field Modifications

On October 20, 2025, Landmark informed MPCE that their sub-contractor, Greenmound, had included additional Ductile Iron Fittings into their final change resolution for the Water Lines. MPCE agrees that the fittings were additional.

The changes installed are:

1. Line 'A' at north connection to 8" at Pump Station
    a. Contract includes 2 x 45° bends
    b. Contract includes cut, plug and abandon existing 8" PVC WL
    c. Field change includes replace bends with a 8 x 8 x 8 "tee"
    d. Field change includes adding 2 x 8" Gate Valves
2. Line 'B' at east connection to Line 'A'
    a. Contract includes 100 LF of 8" PVC WL with 2-8" Gate Valves
    b. Field change to relocate 8" south by approx. 10 feet; increase length by <10-feet
    c. Field change to add 2 x 45° bends
    d. Field change to relocate 8" Gate Valve from north side of "tee" to south side of "tee".
3. Line 'C' at south connection to existing 12" WL (FM121)
    a. Contract includes 1x 12" Insert Valve; Cut, plug and abandon existing 8"; install 1-12x12x12 "tee"; install 1-12" Gate Valve.
    b. Field change to add 1x12" Gate Valve on east side of "tee"

Bid Item changes:

CR VA-03 Water Line Field Changes

| Bid # | Description | Bid Quantity | Units | Unit Price | Bid Total | Field Change Quantity | Revised Quantity | Revised Value | Net Change |
|---|---|---|---|---|---|---|---|---|---|
| 39 | 8" AWWA C900 DR18 PVC WATER LINE | 250 | LF | $ 125.00 | $ 31,250.00 | 10 | 260 | $ 32,500.00 | $ 1,250.00 |
| 42 | DUCTILE IRON FITTINGS | 1 | TON | $ 14,000.00 | $ 14,000.00 | 0.2025 | 1.2025 | $ 16,835.00 | $ 2,835.00 |
| 45 | 8" GATE VALVE | 3 | EA | $ 6,000.00 | $ 18,000.00 | 2 | 5 | $ 30,000.00 | $ 12,000.00 |
| 46 | 12" GATE VALVE | 3 | EA | $ 15,000.00 | $ 45,000.00 | 1 | 4 | $60,000.00 | $ 15,000.00 |
| | | | | | | | **Total Change Value** | | **$ 31,085.00** |

Please confirm that Landmark has now included the full scope and is in agreement with this analysis of the Water Line Field changes.

Thanks,

Doug

**Please sign below and return**

Landmark Structures: Pete McCollow Date

_____

NOTES:

1. GRADE TO DRAIN FROM EXISTING GROUND STORAGE TANK OVERFLOW SPLASH PAD TO CONCRETE PAVEMENT.
2. INCLUDES ALL PARTS, MATERIALS AND LABOR FOR INSTALLATION AND OPERATION OF PEDESTAL MOUNTED ELECTRIC ENTRY KEYPAD AND MOTORIZED UNIT FOR ROLL GATE.

1

LEGEND

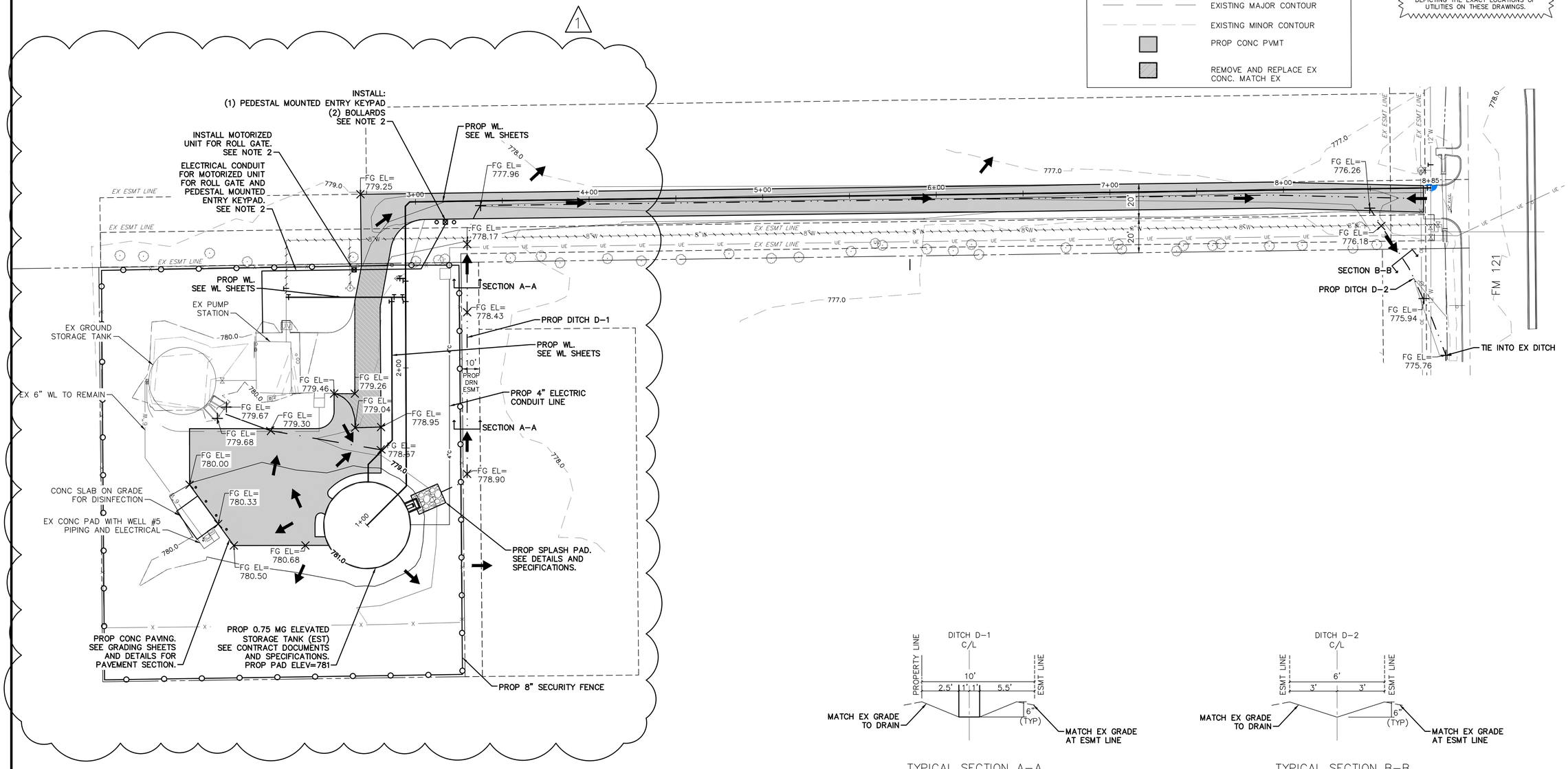
- DITCH FLOW DIRECTION
- 600 CONTOUR ELEVATION
- EX ROW
- PROPERTY LINE
- ESMT
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROP CONC PVMT
- REMOVE AND REPLACE EX CONC. MATCH EX

N

0 15 30 45 60
1"=30'

ORIGINAL PRINT: 22"X34"

CAUTION!
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TYPICAL SECTION A-A
DITCH D-1
N.T.S.




TYPICAL SECTION B-B
DITCH D-2
N.T.S.

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL "B" & FENCE RECONFIGURATION | DKS | 12/03/24 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DOUGLAS K SHOWERS, P.E. NO. 88835 ON 6-20-2023.

# GRADING PLAN

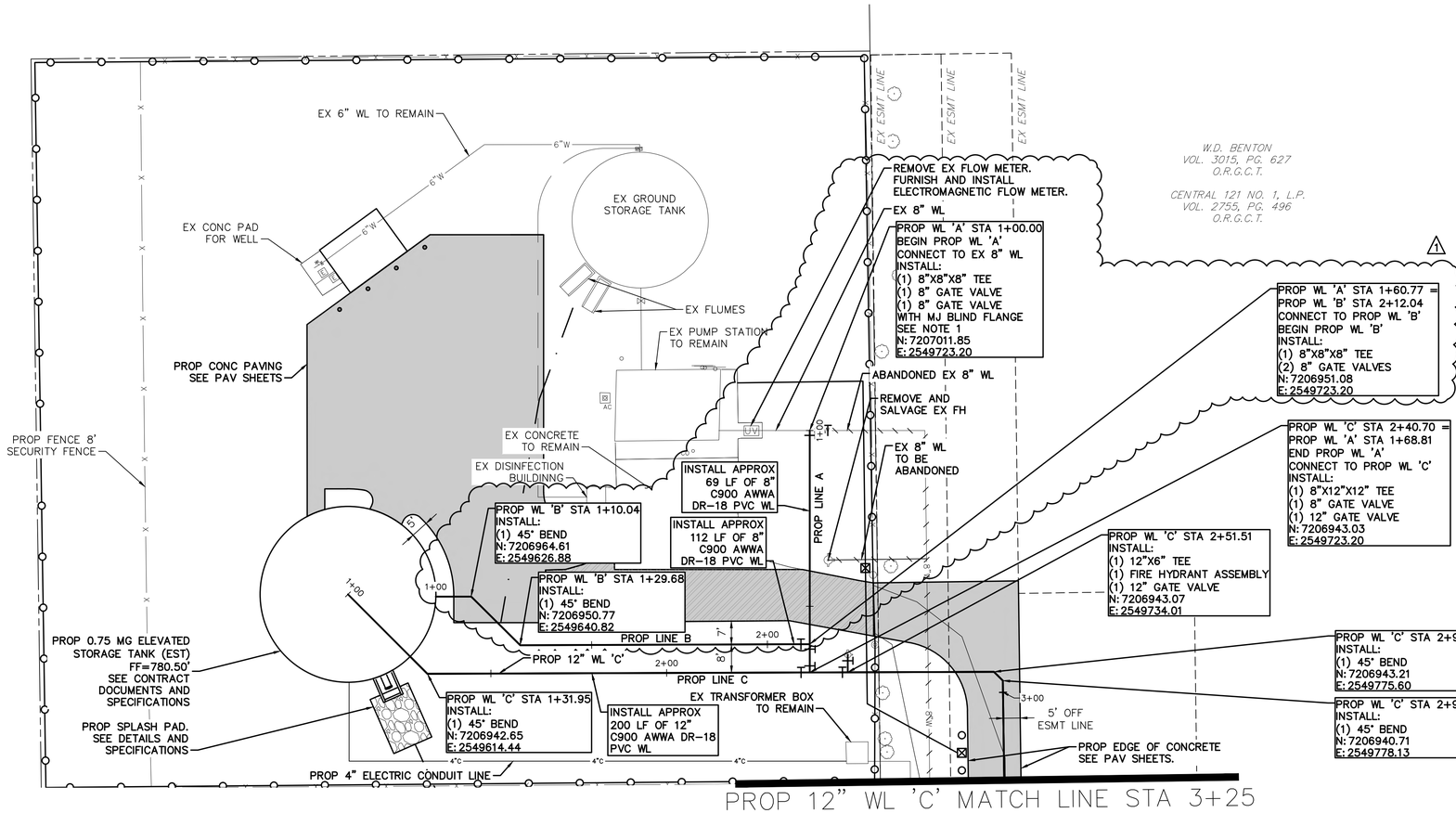
Van Alstyne, Texas
ELEVATED
STORAGE TANK

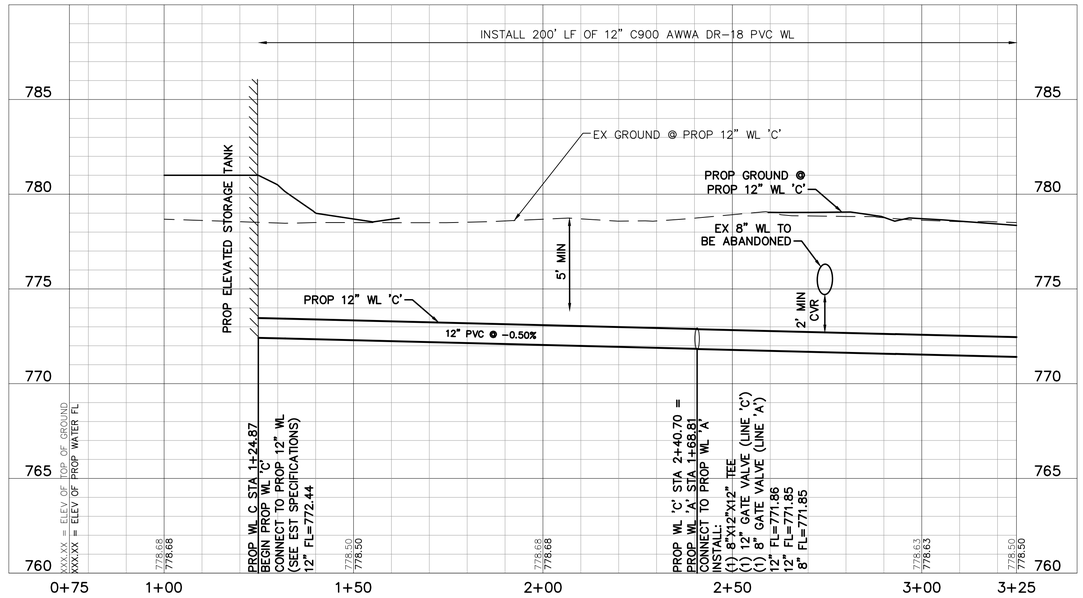
CITY OF VAN ALSTYNE

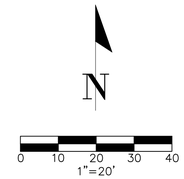
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Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122GRD.DWG
Project No.: 75495-0122


McMANUS & JOHNSON CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276


SHEET
C.05




ORIGINAL PRINT: 22"X34"

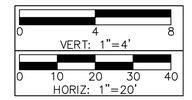
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LEGEND

- PROP CONC PVMT
- REMOVE AND REPLACE CONC. MATCH EX

NOTES:

1. CONTRACTOR SHALL KEEP THE WATER SYSTEM OPERATIONAL WITH MAX SHUTDOWN OF TWO (2) HOURS AT OFF PEAK TIMES.
2. COORDINATE EST DISCHARGE LINE PIPING.
3. IF EXISTING 8" WATERLINE IS LESS THAN 2 FEET ABOVE PROPOSED 12" WATERLINE, REMOVE AND PLUG 10 FEET OF 8" WATERLINE.
4. YARD PIPING:
   - 4.1. GATE VALVE STEMS SHALL BE ENCASED WITH AN 8" THICK PCC PAD AT SURFACE GRADE, MINIMUM 3-FOOT SQUARE.




| NO. | REVISION | BY | DATE |
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| 1 | WL 'B' & FENCE RECONFIGURATION | DKS | 12/03/24 |

STATE OF TEXAS
DOUGLAS K SHOWERS
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LICENSED PROFESSIONAL ENGINEER

6-20-2023
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# PROP WL 'A', PROP WL 'B', PROP WL 'C' BEGIN TO STA 3+25

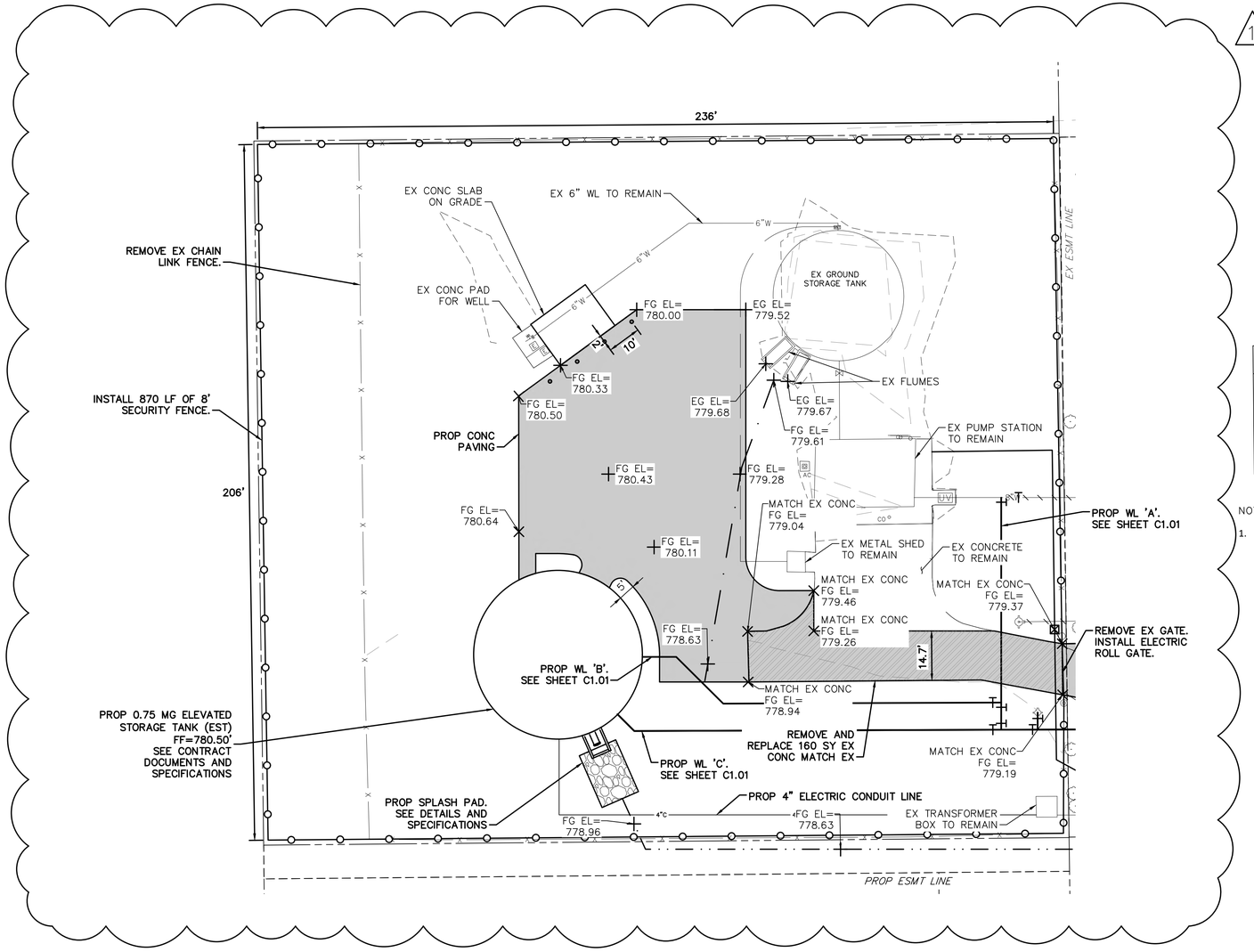
Van Alstyne, Texas
ELEVATED
STORAGE TANK

CITY OF VAN ALSTYNE

Scale: 1"=20'
Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122UTLA.DWG
Project No.: 75495-0122


McMANUS & JOHNSON CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276


SHEET
C1.01




1

N

0 10 20 30 40
1"=20'

ORIGINAL PRINT: 22"X34"

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LEGEND

- PROP CONC PVMT
- REMOVE AND REPLACE CONC. MATCH EX

NOTES:

1. GRADE SOIL ADJACENT TO CONCRETE PAVEMENT TO DRAIN PROPERLY.

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL "B" & FENCE RECONFIGURATION | DKS | 12/03/24 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023
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# PROP PAVING @ ELEVATED STORAGE TANK

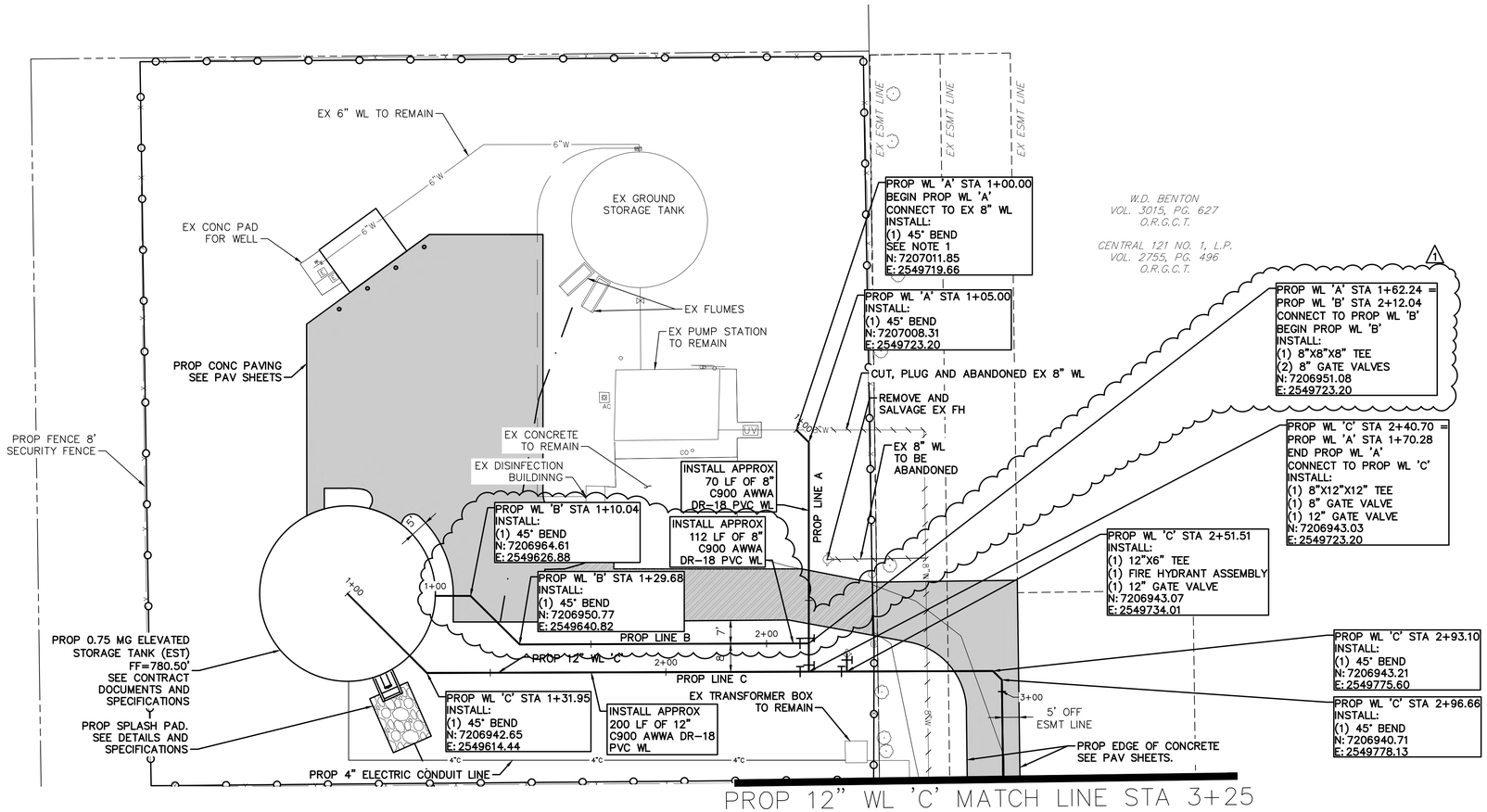
Van Alstyne, Texas
ELEVATED
STORAGE TANK

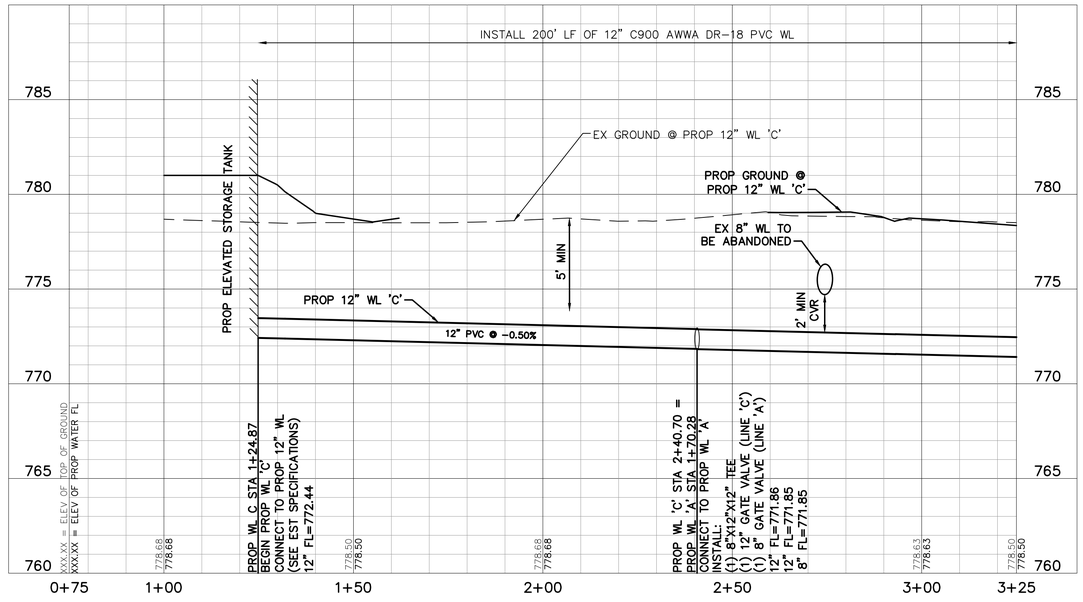
CITY OF VAN ALSTYNE

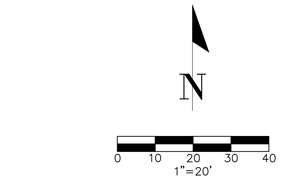
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Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122PAV02.DWG
Project No.: 75495-0122

McMANUS & JOHNSON CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276

SHEET
C2.01




ORIGINAL PRINT: 22"X34"

**CAUTION!**

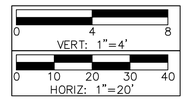
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LEGEND

- PROP CONC PVMT
- REMOVE AND REPLACE CONC. MATCH EX

NOTES:

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| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL 'B' RELOCATION | DKS | 11/19/24 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023
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# PROP WL 'A', PROP WL 'B', PROP WL 'C' BEGIN TO STA 3+25

Van Alstyne, Texas
ELEVATED
STORAGE TANK

CITY OF VAN ALSTYNE

Scale: 1"=20"
Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122UTLA.DWG
Project No.: 75495-0122

McMANUS & JOHNSON CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276

SHEET
C1.01

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #4** **Date:** October 27, 2025

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 4 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19,2023

**Change Order 4:** **Perimeter Security Fence**
**Scope:** The West Property Line of Well Site #5 is located 30-feet west of the existing fence line. The City would like to expand the fence to include the full limits of the property..
**Description: Additions included:**
Bid Item 54: 8' Security Fence: Add 60 Lf @$ 170/Lf

| | | |
|---|---|---|
| **Associated Cost:** | **Net Contract Increase CO# 4** | **$ 0.00** |
| Value of proposed additional work | = $ | 10,200.00 |
| Remaining Owners Allowance Bid Item #32 | = $ | 44,413.00 |
| Net Remaining Owners Allowance | = $ | **34,213.00** |
| Change to Contract Value | = $ | 0.00 |
| **Original Contract Value:** | | **$ 4,470,000.00** |
| Revised Contract Value: (w/ CO-1-4) | | **$ 4,470,000.00** |
| **Contract Duration:** | 360 Calendar Days | |
| Additional: (per CO #4) | 0 Working Days (0 Calendar Days) | |
| **Notice to Proceed:** | GTUA December 19, 2023; (TWDB March 4, 2024) | |
| Substantial Completion: | December 13, 2024 | |
| Revised (CO #1-4) | March 30, 2025 | |
| Submitted: | Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne) | |

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

NOTES:

1. GRADE TO DRAIN FROM EXISTING GROUND STORAGE TANK OVERFLOW SPLASH PAD TO CONCRETE PAVEMENT.
2. INCLUDES ALL PARTS, MATERIALS AND LABOR FOR INSTALLATION AND OPERATION OF PEDESTAL MOUNTED ELECTRIC ENTRY KEYPAD AND MOTORIZED UNIT FOR ROLL GATE.

1

LEGEND

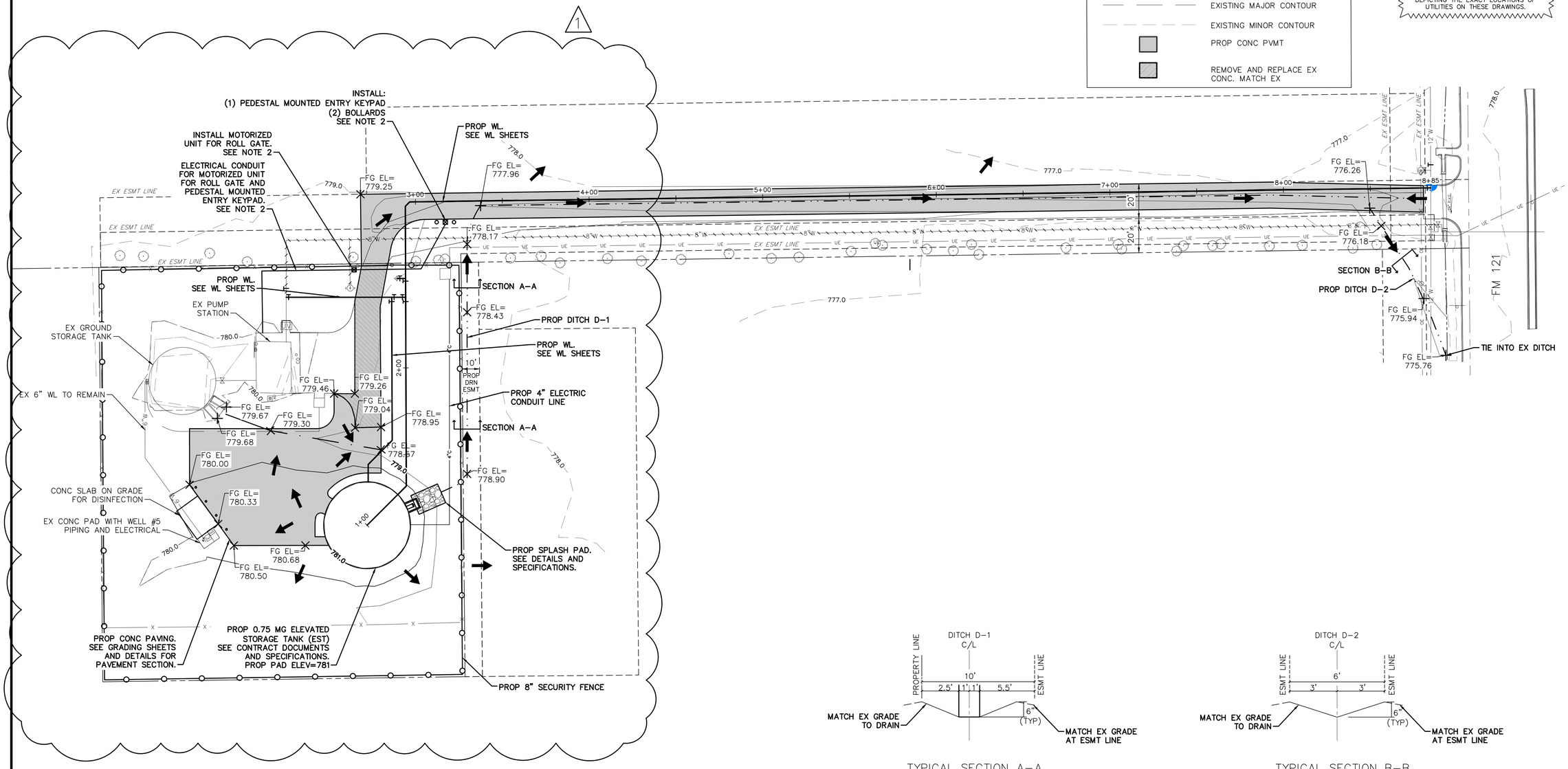
- DITCH FLOW DIRECTION
- 600 CONTOUR ELEVATION
- EX ROW
- PROPERTY LINE
- ESMT
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROP CONC PVMT
- REMOVE AND REPLACE EX CONC. MATCH EX

N

0 15 30 45 60
1"=30'

ORIGINAL PRINT: 22"X34"

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TYPICAL SECTION A-A
DITCH D-1
N.T.S.




TYPICAL SECTION B-B
DITCH D-2
N.T.S.

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL "B" & FENCE RECONFIGURATION | DKS | 12/03/24 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023
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# GRADING PLAN

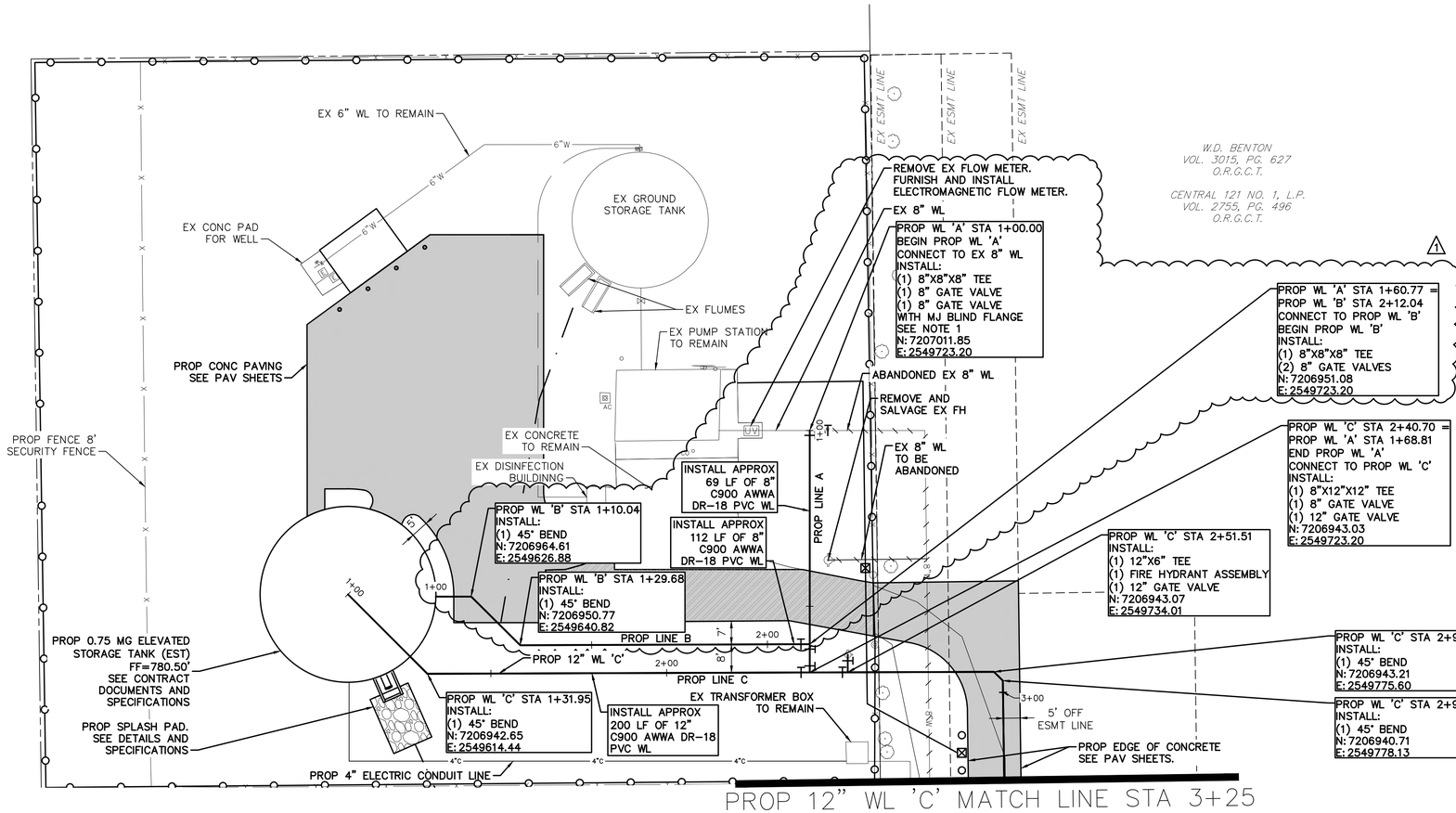
Van Alstyne, Texas
ELEVATED
STORAGE TANK

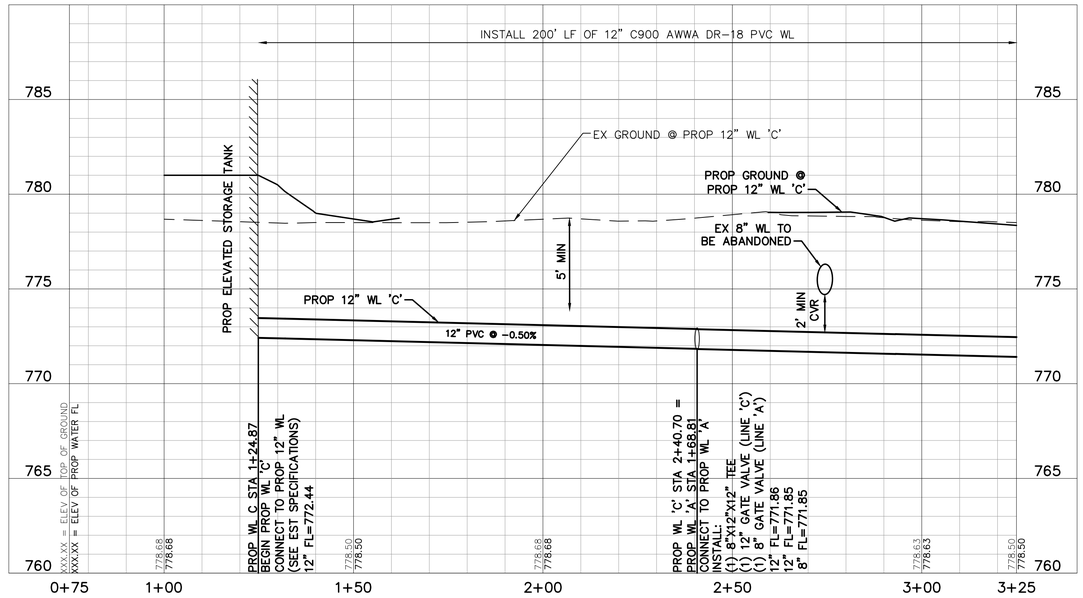
CITY OF VAN ALSTYNE

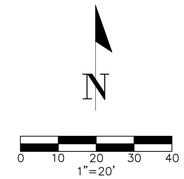
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Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122GRD.DWG
Project No.: 75495-0122


McMANUS & JOHNSON CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276


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C.05




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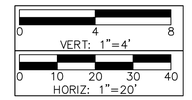
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LEGEND

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- REMOVE AND REPLACE CONC. MATCH EX

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| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL 'B' & FENCE RECONFIGURATION | DKS | 12/03/24 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023
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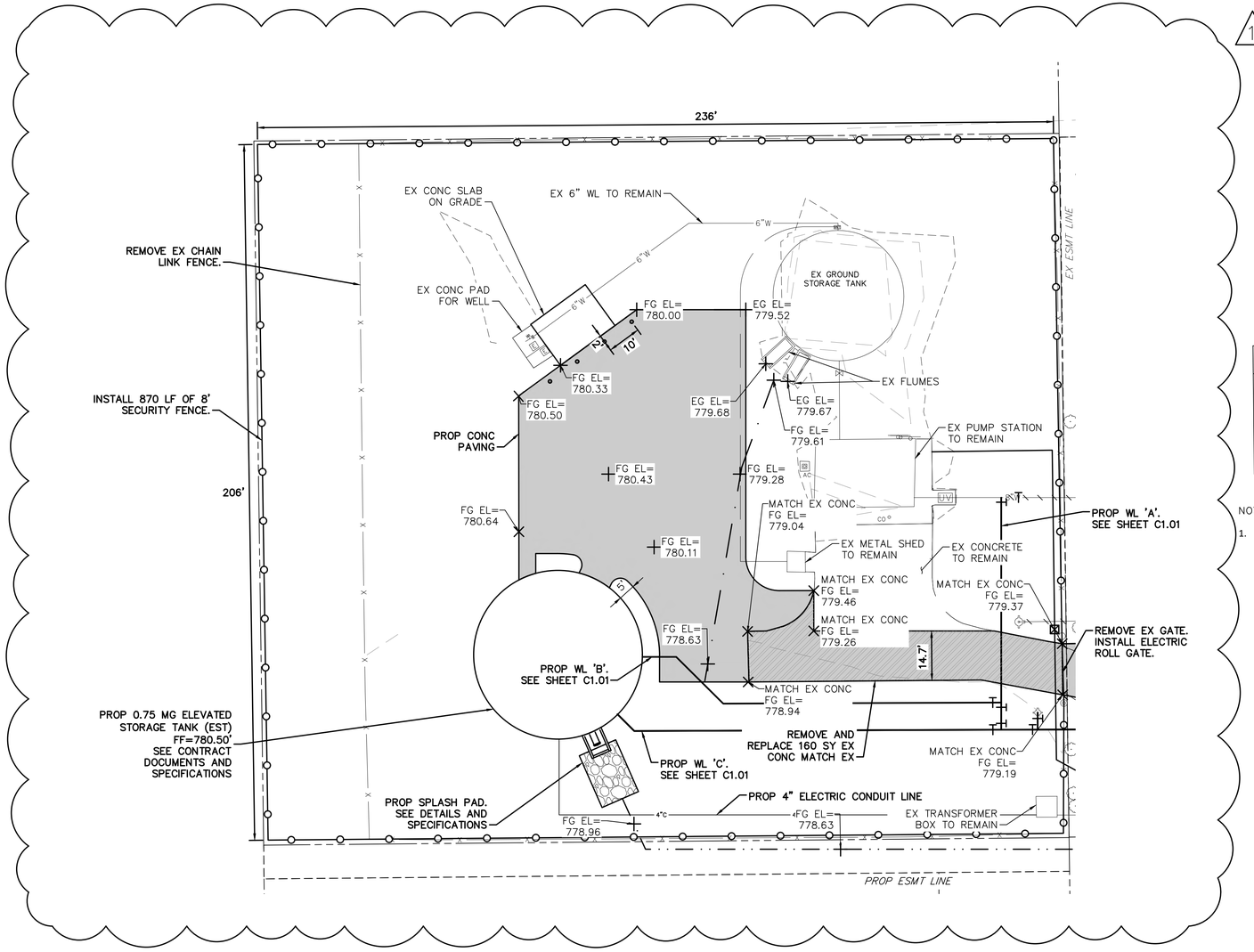
Van Alstyne, Texas
ELEVATED
STORAGE TANK

CITY OF VAN ALSTYNE

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Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122UTLA.DWG
Project No.: 75495-0122


McMANUS & JOHNSON CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276


SHEET
C1.01




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0 10 20 30 40
1"=20'

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NOTES:

1. GRADE SOIL ADJACENT TO CONCRETE PAVEMENT TO DRAIN PROPERLY.

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL "B" & FENCE RECONFIGURATION | DKS | 12/03/24 |

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6-20-2023
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# PROP PAVING @ ELEVATED STORAGE TANK

Van Alstyne, Texas
ELEVATED
STORAGE TANK

CITY OF VAN ALSTYNE

Scale: 1"=20'
Date: 08/12/2022
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Drawn By: JTD
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File: 0122PAV02.DWG
Project No.: 75495-0122

McMANUS & JOHNSON CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276

SHEET
C2.01

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #5** **Date:** October 27, 2025

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 5 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19,2023

**Change Order 5:** **Remove AMR Scope from Contract**
**Scope:** The Public Works Department has made a decision that installation and implementation of an AMR data retrieving system is not required. They have directed removal of the scope from the contract and transfer of the provisional sum to the Owners Allowance.

**Description:**

| | | |
|---|---|---|
| Bid Item 65: | AMR System: | Deduct Sum of $25,500.00 |
| Bid Item 67: | Owners Allowance: | Add Sum of $ 25,500.00 |

**Associated Cost:** **Net Contract Increase CO# 5 $ 0.00**

| | |
|---|---|
| Value of proposed change | = $ 25,500.00 |
| Remaining Owners Allowance Bid Item #32 | = $ 34,213.00 |
| Net Remaining Owners Allowance | = **$ 59,713.00** |
| Change to Contract Value | = $ 0.00 |
| **Original Contract Value:** | **$ 4,470,000.00** |
| Revised Contract Value: (w/ CO-1 - 5) | **$ 4,470,000.00** |

**Contract Duration:** 360 Calendar Days
Additional: (per CO #5) 0 Working Days (0 Calendar Days)
**Notice to Proceed:** GTUA December 19, 2023; (TWDB March 4, 2024)
Substantial Completion: December 13, 2024
Revised (CO #1 - 5) March 30, 2025
Submitted: Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne)

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #6** **Date:** December 30, 2025

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 6 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19,2023

**Change Order 6:** **Limits of PCC Pavement**
**Scope:** The City has made a determination to reduce the limits of concrete paving and replace approximately 550 LF (833 SY) of the entrance road with base material / gravel. Revised sheets were issued on June 6, 2025.
**Description:**

| | | |
|---|---|---|
| Bid Item 59: 8" Reinf. Conc Pavement: | Deduct 883 SY @ $150.00 / SY | -$132,450.00 |
| Bid Item 60: Remove/Dispose Exist Pvmnt: | Add 54 SY @ $50.00 / SY | +$ 2,700.00 |
| Bid Item 67-06a: 6" Comp Base (Gravel Surface): | Add 833 SY @ $75.00 / SY | +$ 62,475.00 |
| Bid Item 67-06b: GST Splash Pad (RCP): | Add 32 SY @ $150.00 / SY | +$ 4,800.00 |
| Bid Item 67-06c: Landmark Overhead (6a&6b): | Add 10% of ($67,275) | +$ 6,727.50 |
| | **Summation =** | **-$ 55,747.50** |

**Associated Cost:** **Net Contract Increase CO# 6 $ 0.00**

| | |
|---|---|
| Value of proposed change (CREDIT) | = $ 55,747.50 |
| Remaining Owners Allowance Bid Item #32 | = $ 59,713.00 |
| Net Remaining Owners Allowance | = **$ 115,460.50** |
| Change to Contract Value | = $ 0.00 |

**Original Contract Value:** **$ 4,470,000.00**
Revised Contract Value: (w/ CO-1 - 6) **$ 4,470,000.00**
**Contract Duration:** 360 Calendar Days
Additional: (per CO #6) 0 Working Days (0 Calendar Days)
**Notice to Proceed:** GTUA December 19, 2023; (TWDB March 4, 2024)
Substantial Completion: December 13, 2024
Revised (CO #1 - 6) March 30, 2025
Submitted: Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne)

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow
Digitally signed by Peter McCollow
DN: C=US, E=pmccollow@teamlandmark.com, O=Landmark Structures, CN=Peter McCollow
Date: 2026.01.07 15:09:43-05'00'

Peter L. McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

NOTES:

1. GRADE TO DRAIN FROM EXISTING GROUND STORAGE TANK OVERFLOW SPLASH PAD TO PARKING LOT.
2. INCLUDES ALL PARTS, MATERIALS AND LABOR FOR INSTALLATION AND OPERATION OF MOTORIZED UNIT FOR ROLL GATE.

1

LEGEND

- DITCH FLOW DIRECTION
- 600 CONTOUR ELEVATION
- EX ROW
- PROPERTY LINE
- ESMT
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROP CONC PVMT
- REMOVE AND REPLACE EX CONC. MATCH EX
- PROP 6" COMPACTED TXDOT 340 BASE MATERIAL ON COMPACTED SUBGRADE

N

0 15 30 45 60
1"=30'

ORIGINAL PRINT: 22"X34"

CAUTION!
CONTRACTOR IS TO CONTACT TEXAS ONE-CALL SYSTEM (1-800-245-4545) OR OTHER UTILITY LOCATING SERVICES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION ACTIVITIES. MCMANUS AND JOHNSON CONSULTING ENGINEERS, LLC. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES IN THE PROJECT AREA NOR FOR DEPICTING THE EXACT LOCATIONS OF UTILITIES ON THESE DRAWINGS.

1 2

SEE PAVING PLANS C2.02 & C2.03 FOR GRADES ALONG ENTRANCE ROAD

INSTALL MOTORIZED UNIT FOR ROLL GATE. SEE NOTE 2

ELECTRICAL CONDUIT FOR MOTORIZED UNIT FOR ROLL GATE. SEE NOTE 2

PROP WL. SEE WL SHEETS

EX ESMT LINE

FG EL= 779.44

FG EL= 778.34

FG EL= 778.55

SECTION A-A

PROP DITCH D-1

FG EL= 779.71

FG EL= 779.46

FG EL= 779.25

FG EL= 779.02

FG EL= 778.95

PROP DRN ESMT.

EX PUMP STATION

15' R, MATCH EX

EX GROUND STORAGE TANK

EX 6" WL TO REMAIN

RECONSTRUCT SPLASH PAD TO DRAIN TO PARKING LOT

CONC SLAB ON GRADE FOR DISINFECTION

EX CONC PAD WITH WELL #5 PIPING AND ELECTRICAL

FG EL= 780.35

FG EL= 780.78

FG EL= 780.50

FF=781.0

PROP SPLASH PAD. SEE DETAILS AND SPECIFICATIONS.

PROP CONC PAVING. SEE GRADING SHEETS AND DETAILS FOR PAVEMENT SECTION.

PROP 0.75 MG ELEVATED STORAGE TANK (EST) SEE CONTRACT DOCUMENTS AND SPECIFICATIONS. PROP PAD ELEV=781

PROP 8" SECURITY FENCE

FG EL= 777.80

PROP DITCH D-2

FG EL= 777.00

FG EL= 776.81

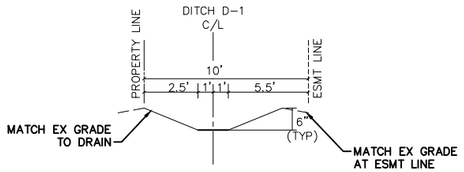
FG EL= 776.22

FG EL= 776.00

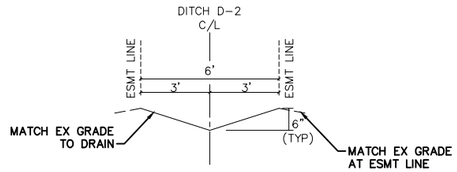
TIE INTO EX DITCH

FM 121

2




TYPICAL SECTION A-A
DITCH D-1
N.T.S.




TYPICAL SECTION B-B
DITCH D-2
N.T.S.

Issue for Construction
Rev 2; DShowers
MPCE; June 6, 2025

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL "B" & FENCE RECONFIGURATION | DKS | 12/03/24 |
| 2 | ADJUST PAVING LIMITS, MATERIAL, GRADES | DKS | 5/22/25 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DOUGLAS K SHOWERS, P.E. NO. 88835 ON 6-20-2023.

# GRADING PLAN

Van Alstyne, Texas
ELEVATED
STORAGE TANK

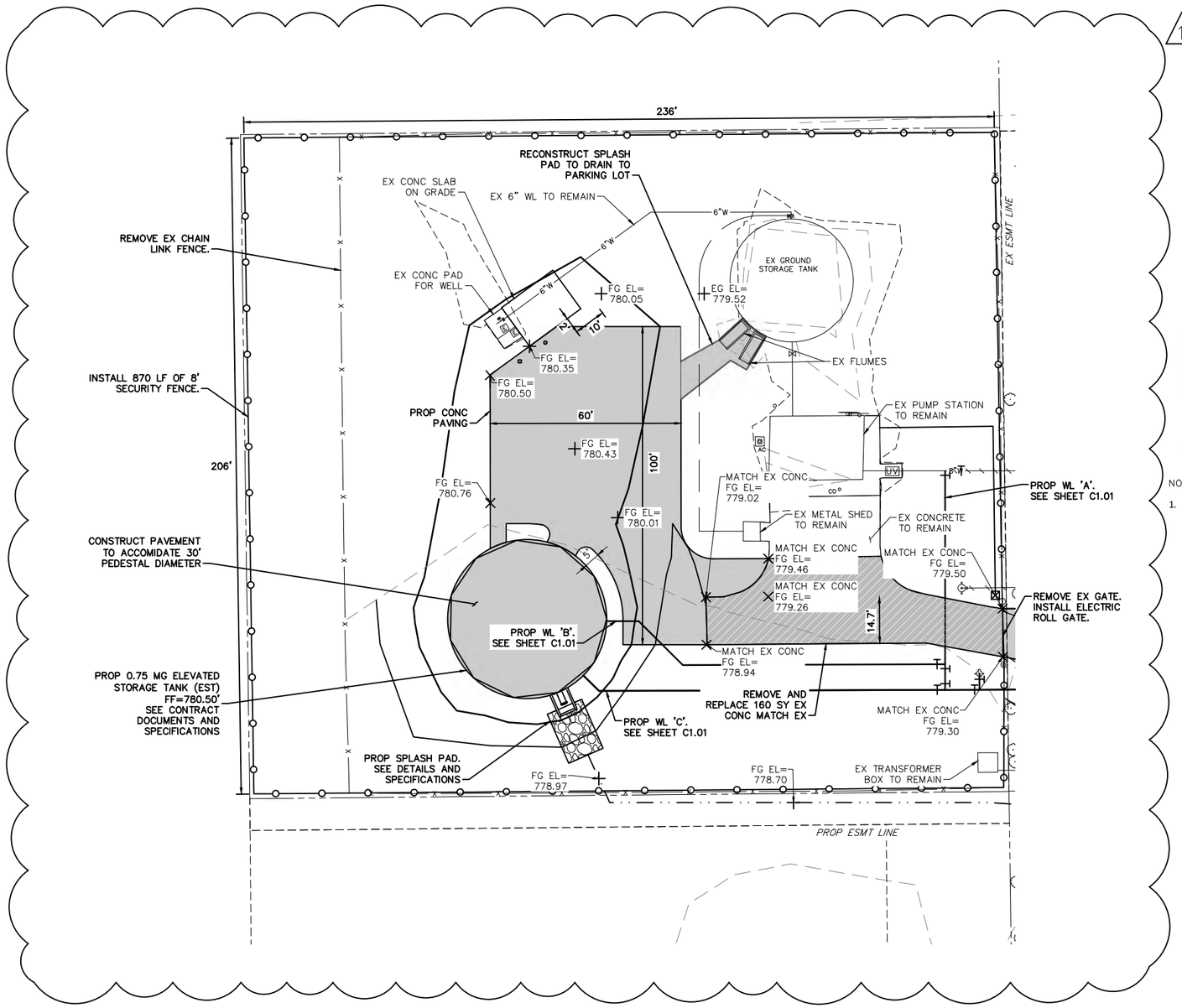
CITY OF VAN ALSTYNE

Scale: 1"=30'
Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122GRD.DWG
Project No.: 75495-0122


McMANUS & JOHNSON
CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276


SHEET
C.05

\\Driley_wks\mjce projects 01\75495 - City of Van Alstyne\75495-0122 - Elevated Storage Tank\CAD\0122GRD.dwg modified by MJCE03 at May 27, 2025 - 4:59pm




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0 10 20 30 40
1"=20'

ORIGINAL PRINT: 22"X34"

CAUTION!
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LEGEND

PROP CONC PVMT

REMOVE AND REPLACE CONC. MATCH EX

NOTES:

1. GRADE SOIL ADJACENT TO CONCRETE PAVEMENT TO DRAIN PROPERLY.

Issue for Construction
Rev 2; DShowers
MPCE; June 6, 2025

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | WL 'B' & FENCE RECONFIGURATION | DKS | 12/03/24 |
| 2 | ADJUST PAVING LIMITS, MATERIAL, GRADES | DKS | 5/22/25 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER

6-20-2023
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# PROP PAVING @ ELEVATED STORAGE TANK

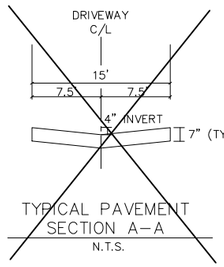
Van Alstyne, Texas
ELEVATED
STORAGE TANK

CITY OF VAN ALSTYNE

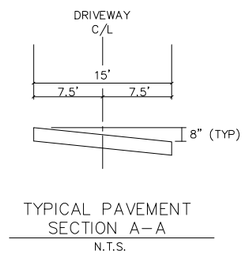
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Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122PAV02.DWG
Project No.: 75495-0122

McMANUS & JOHNSON
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276

SHEET
C2.01




TYPICAL PAVEMENT
SECTION A–A
N.T.S.




TYPICAL PAVEMENT
SECTION A–A
N.T.S.

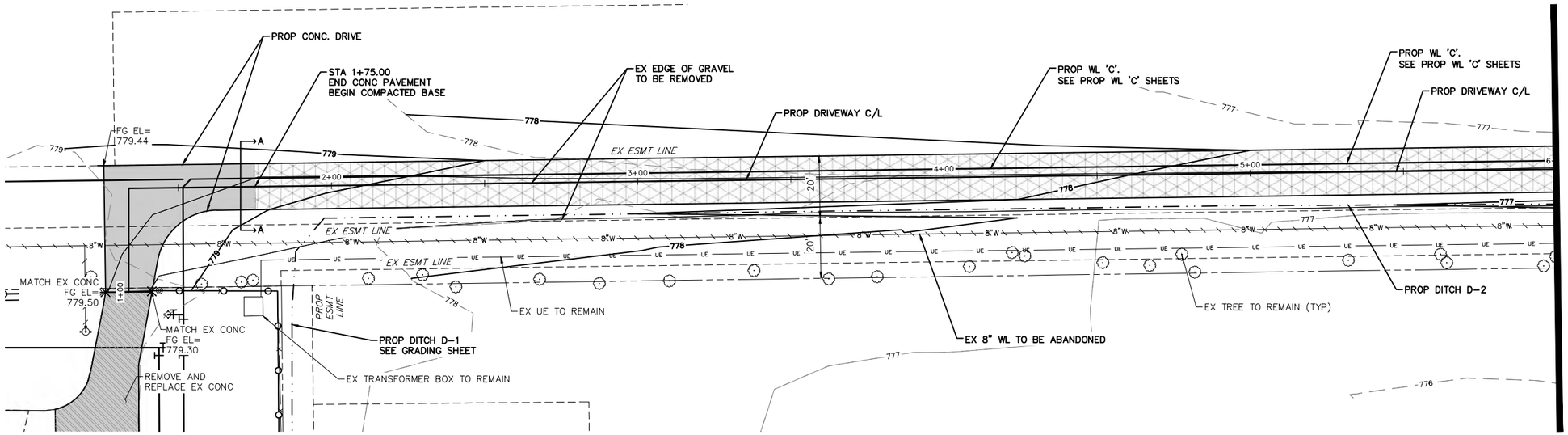
LEGEND

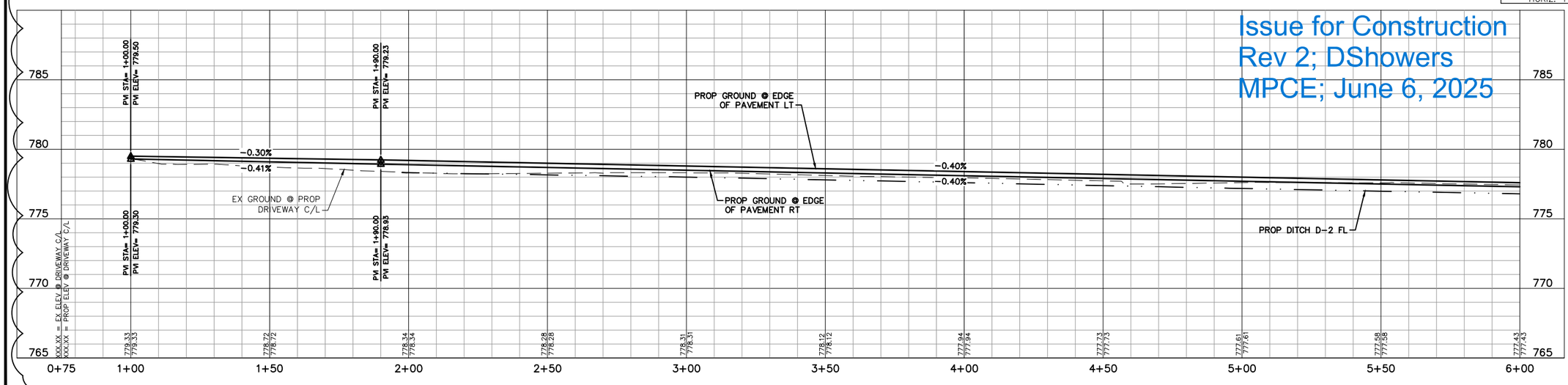
- PROP CONC PVMT
- REMOVE AND REPLACE CONC MATCH EX
- PROP 6" COMPACTED TXDOT 340 BASE MATERIAL ON COMPACTED SUBGRADE

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0 10 20 30 40
1"=20'
ORIGINAL PRINT: 22"X34"

2




Issue for Construction
Rev 2; DShowers
MPCE; June 6, 2025

| NO. | REVISION | BY | DKS | DATE |
|---|---|---|---|---|
| 2 | ADJUST PAVING LIMITS, MATERIAL, GRADES | | | 5/22/25 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED
PROFESSIONAL ENGINEER

6-20-2023
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DOUGLAS K SHOWERS, P.E. NO. 88835 ON 6-20-2023.

PROP DRIVEWAY
PAVING BEGIN TO
STA 6+00

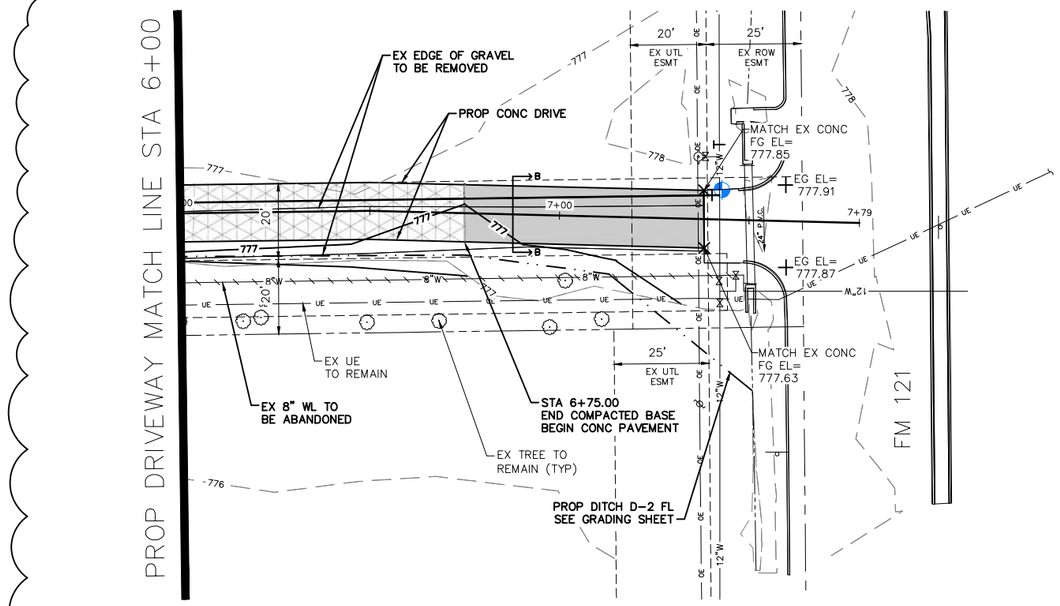
Van Alstyne, Texas
ELEVATED
STORAGE TANK

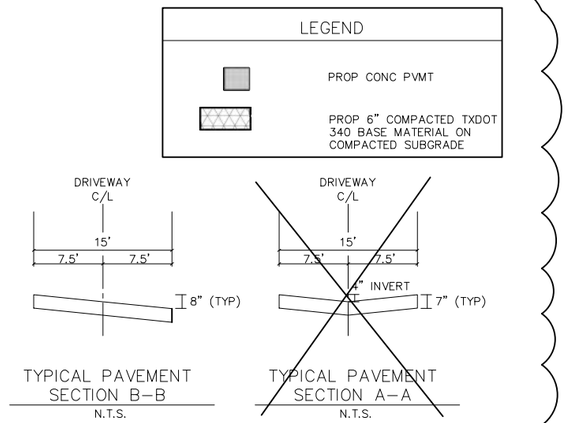
CITY OF VAN ALSTYNE

Scale: 1"=20"
Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122PAV.DWG
Project No.: 75495-0122

McMANUS & JOHNSON
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276

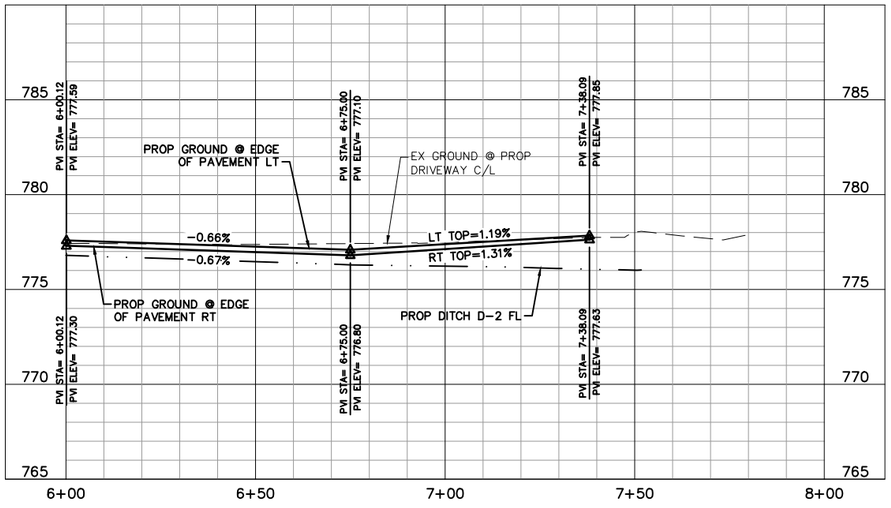
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C2.02




CAUTION!
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0 10 20 30 40
1"=20'
ORIGINAL PRINT: 22"X34"




0 4 8
VERT: 1"=4'
0 10 20 30 40
HORIZ: 1"=20'

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 2 | ADJUST PAVING LIMITS, MATERIAL, GRADES | DKS | 5/22/25 |

STATE OF TEXAS
DOUGLAS K SHOWERS
88835
LICENSED PROFESSIONAL ENGINEER
6-20-2023
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DOUGLAS K SHOWERS, P.E. NO. 88835 ON 6-20-2023.

# PROP DRIVEWAY MATCH LINE STA 6+00 PAVING STA 6+00 TO END

Van Alstyne, Texas
ELEVATED
STORAGE TANK

CITY OF VAN ALSTYNE

Scale: 1"=20"
Date: 08/12/2022
Designed By: JTD
Drawn By: JTD
Checked By: LWM
File: 0122PAV.DWG
Project No.: 75495-0122

McMANUS & JOHNSON
CONSULTING ENGINEERS, LLC
77 FM-3356
Van Alstyne, TX 75495
TBPE Firm No. 15276

SHEET
C2.03

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #7** **Date:** December 30, 2025

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 7 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19,2023

**Change Order 7:** **Revision to the Scope and Fee for Exterior Tank & Site Lighting System**
**Scope:** The City has considered the options for exterior lighting. The contractor has provided two supplier options. The MUSCO Lighting option is the most suitable to match expectations. Landmark has coordinated a turn-key procurement and installation including both multi-color sighting of the tank bowl and white lighting for the pavement areas surrounding the pedestal. The cost includes design services for lighting, electrical and foundations. A provisional sum of $50,000.00 was included in the contract. The total lighting value is $148,980.00.

**Description:**

| | |
|---|---|
| Bid Item 66: Provisional Sum for Exterior Lighting: | $ 50,000.00 |
| Bid Item 67-07a: Additional Cost from Owners Allowance: | $ 98,980.00 |

**Associated Cost:** **Net Contract Increase CO# 7 $ 0.00**

| | |
|---|---|
| Value of proposed change | = $ 98,980.00 |
| Remaining Owners Allowance Bid Item #32 | = $ 115,460.50 |
| Net Remaining Owners Allowance | = **$ 16,480.50** |
| Change to Contract Value | = $ 0.00 |
| **Original Contract Value:** | **$ 4,470,000.00** |
| Revised Contract Value: (w/ CO-1 - 7) | **$ 4,470,000.00** |
| **Contract Duration:** | 360 Calendar Days |
| Additional: (per CO #7) | 0 Working Days (0 Calendar Days) |
| **Notice to Proceed:** | GTUA December 19, 2023; (TWDB March 4, 2024) |
| Substantial Completion: | December 13, 2024 |
| Revised (CO #1 - 7) | January 17, 2025 |

Submitted: Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne)

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow
Digitally signed by Peter McCollow
DN: C=US, E=pmccollow@teamlandmark.com, O=Landmark Structures, CN=Peter McCollow
Date: 2026.01.07 15:12:56-05'00'

Peter L. McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

Landmark Structures

1665 Harmon Road
Fort Worth, Texas 76177
817.439.8888 Phone
817.439.9001 Fax

www.teamlandmark.com

July 2, 2025

McManus & Payne
Van Alstyne, TX 75495

Attn: Doug Showers

Subject: 1797 GTUA VA Tank Lighting from Musco Lighting

Dear Doug,

Landmark Structures proposes the following for the work related to having Musco Lighting provide and install the tank lighting system as requested by McManus & Payne:

**Inclusions:**

1. (4) 60’ Galvanized steel poles
2. (4) Pre-cast concrete bases with integrated lightning grounding
3. (12) TLC-80LED RGB Factory aimed and assembled luminaries
4. (4) LED Security light fixtures
5. Pole length factory assembled wire harnesses
6. Factory wired and tested remote electrical component enclosures
7. Factory wired pole top luminaire assemblies
8. UL listed as a complete system
9. (1) Master Control Cabinet
10. Remote on/off control with monitoring and 24/7 customer support
11. Custom color lighting control

**Contract Price/Time: $148,980.00 Calander Days TBD based off of material/equipment lead times**

Yours truly,
LANDMARK STRUCTURES I, LP

Pete McCollow
Project Manager

McMANUS & PAYNE
CONSULTING ENGINEERS, LLC

**City of Van Alstyne Change Order #8** **Date:** February 27, 2026

Landmark Structures I, Inc.
1665 Harmon Rd
Fort Worth, Texas 76177
Attn: Mr. Christopher Lamon, CEO

Re: TWDB Project #62900 **750,000 Gallon Elevated Storage Tank at Well Site #5**

Dear Mr. Lamon,

Please find below the details of Change Order 8 to the referenced contract.

**Project:** 750,000 Gallon Elevated Storage Tank at Well Site #5
**Client:** GTUA; City of Van Alstyne TWDB #: 62900 **Date:** December 19, 2023

**Change Order 8:** **Close out Resolution**
**Scope:** Deduction to the Final Contract Amount.
**Description:**

| | | |
|---|---|---|
| Bid Item 62: | Additional Reinforced Concrete: | |
| | Deduct 1 CY @ $500.00 | <$ 500.00> |
| Bid Item 63: | Additional Excavation: | |
| | Deduct 1 CY @ $100.00 | < $ 100.00> |
| Bid Item 64: | Compacted Structural Backfill: | |
| | Deduct 1 CY @ $115.00 | < $ 115.00> |
| Bid Item 67: | Balance from Owners Allowance: | |
| | Deduct | < $ 16,480.50> |
| **Associated Cost:** | **Net Contract Decrease CO# 8** | **< $ 17,195.50>** |

Value of proposed change = **<$ 17,195.50>**
Change to Contract Value = <$ 17,195.50>

**Original Contract Value:** **$ 4,470,000.00**
Revised Contract Value: (w/ CO-1 - 8) **$ 4,452,804.50**
**Contract Duration:** 360 Calendar Days
Additional: (per CO #8) 0 Working Days (0 Calendar Days)
**Notice to Proceed:** GTUA December 19, 2023; (TWDB March 4, 2024)
Substantial Completion: December 13, 2024
Revised (CO #1 - 8) March 30, 2025
Submitted: Douglas Showers, PE, MPCE Construction Manager (City of Van Alstyne)

**Approved:**

Lane Jones, City Manager,
City of Van Alstyne

Peter McCollow
Digitally signed by Peter McCollow
DN: C=US, E=pmccollow@teamlandmark.com, O=Landmark Structures, CN=Peter McCollow
Date: 2026.03.06 11:26:44-05'00'

Peter McCollow, Project Manager
Landmark Structures

Paul Sigle, General Manager
Greater Texoma Utility Authority

**GREATER TEXOMA UTILITY AUTHORITY / CITY OF VAN ALSTYNE**

**750,000 GALLON ELEVATED STORAGE TANK**

**MINUTES OF MEETING: PRE-CONSTRUCTION** January 10, 2024

A. Introductions

| | |
|---|---|
| 1) General Contractor | Landmark Structures |
| 2) Owner / Client | GTUA; City of Van Alstyne |
| 3) Engineer-of-Record | McManus Johnson Consulting Engineers; Tank Industry Consultants |

B. Project Overview

| | |
|---|---|
| 1) Plans | Conformed Sealed Set: June 20, 2023<br>Issued for Construction: November 8, 2023<br>TWDB Approval: July 13, 2023 |
| **2)** Schedule | **GTUA has stated that Landmark can start based on the NOA and the pending NTP Landmark proposes Jan 22 as start date** |

C. Documents

| | |
|---|---|
| 1) Notice to Proceed | TBD; based on TWDB contract signatures |
| **2)** Payment Application | **Monthly; Use GTUA protocol (attached); must be received by 10th of month for payment within the month.** |

D. Construction Coordination Items

| | |
|---|---|
| 1) Contacts | See sign in sheet **(attached).** |
| 2) Submittals | Provide to MJCE for approval via Procore |
| **3)** Work hours | 7am – 7pm M-F; **Landmark would like to utilize a 10 days on / 4 days off schedule, if possible.**<br>**If alternate work schedule is proposed, send through email to Doug Showers and it will be processed with City Manager for approval.** |
| 4) Construction Inspection | |

i. Daily review Routine & Coordinated with Inspector

ii. Weekend & after hours or Saturday arrange by Thursday noon **with City Inspector, Dean Rylant**

5) Water for Construction

i. Contractor to contact PW for **bulk water hydro-meter; deposit of $2,000**

1. See SS2 - Water for Construction

**ii. Contractor to set up temporary electrical meter with GCEC**

6) Tank Disinfection Water

i. See Technical Specifications

7) **Site Construction office / trailer. See specifications**.

8) Traffic Management

**1.** See SS1 – Site Accessibility; **sign permit required through TxDOT (Contractor), to warn about construction entrance, etc.**

*2.* TxDOT Driveway Permit for Site Accessibility, *City waiting for approval.*

3. Landmark to provide Overall Traffic Management Plan; **if required**

4. MJCE to coordinate with stakeholders

a. GTUA

b. City Public Works

c. TxDOT

**d.** Franchise Utilities; **only GCEC**

9) Site Materials Testing and Submittals

1. Contractor Testing Agency **Landmark to advise**

2. See Technical Specifications & SS4 - Inspection and Tests

3. Mechanical compaction for natural sub-grade and other fill

**10)** Tank Materials Testing / Inspection **Landmark to advise**

11) Project Control / Survey firm (SS9)

i. Primary Control; BM; TBM **Underwood will be contracted to install Project Control; TBM; Tank Center point; property corners; easement corners. In place before January 19.**

12) Erosion Control

i. Landmark to prepare, submit and manage SWPPP

**ii.** Site Erosion Control will be **monitored by owner (per plan requirements)**

E. Submittals

1) Updated and managed through Procore

F. Request For Information

1) Updated and managed through Procore

G. Bi-Weekly Construction Progress Meetings

**1) Bi-weekly meeting on TEAMS; schedule to be determined**

H. Milestone Construction Scope Inspection and Punch Lists

I. Site Safety

1) Landmark site superintendent is responsible.

2) Corporate Safety manager will have overall authority.

J. Site Sanitation Facilities

K. Pre-Construction Video Record

**1) Time and date to be determined between Landmark PM and Inspector**

L. Site Restoration

1) See Special Specifications

M. Questions / Additional Discussion

1) **NTP – GTUA stated that TWDB should have this completed within 2 weeks.**
2) **CAD file coordination between Landmark and MJCE**
3) **Foundation Drawings have been submitted through Procore**
4) **Preliminary Schedule is to be submitted**
5) **Procore access delegation will be coordinated through Serena (Landmark)**
6) **Electrical must be permitted through City Code Enforcement**
7) **Is certified payroll required? Yes. Is there are specified format? No**
8) **Is there any M/DBE specific goals? Only what is currently in the contract.**
9) **Nichole will be responsible for the NTP.**
10) **Bob Johnson asked about a projected date for Substantial Completion. Landmark indicated January 2025.**
11) **The tank logo for Van Alstyne is to be provided as a "vector" file to Landmark.**

Recorded and submitted by Douglas Showers

January 10, 2024

# GTUA / City of Van Alstyne

## 750,000 Gallon Elevated Storage Tank

Pre-Construction Meeting

Van Alstyne City Hall January ~~8~~ 10 2024 1:30 PM

| Name | Present | Company / Organization | Phone No. | Email |
|---|---|---|---|---|
| Lane Jones - City Manager | ✓ | City of Van Alstyne | 903.482.5426 | CityManager@CityofVanAlstyne.us |
| Jennifer Gould - City Secretary, ACM | | City of Van Alstyne | 903.482.5426 | JGould@CityofVanAlstyne.us |
| Paul Sigle - General Manager | | GTUA | 903-786-4433 | paul@gtua.org |
| Nichole Murphy - Project Coodinator | ✓ | GTUA | 903-786-4433 | nichole@gtua.org |
| Bob Johnson - Director of Public Works | (23) | City of Van Alstyne | 903.482.5426 | bjohnson@CityofVanAlstyne.us |
| Jerry Davis - Utility Superintendent | | City of Van Alstyne | 903.482.5426 | utilities@cityofvanalstyne.us |
| Len McManus - City Engineer | ✓ | McManus & Johnson | 888.344.6523 | LMcManus@McManusJohnson.com |
| Alex Glushko - Dir. Of Development Serv. | | City of Van Alstyne | 903.482.5426 | aglushko@CityofVanAlstyne.us |
| Tyler Bark - Director of Parks & Recreation | | City of Van Alstyne | 903.328.7616 | parks@cityofvanalstyne.us |
| Ty Goplin - Sr Building Inspector | | City of Van Alstyne | 903.818.3619 | tgoplin@cityofvanalstyne.us |
| Tyler Rogers - WW Supervisor | ✓ | City of Van Alstyne | 469.403.1499 | ww@cityofvanalstyne.us |
| Tim Barnes - Police Chief | | City of Van Alstyne | | tbarnes@cityofvanalstyne.us |
| Ryan Dockery - Fire Chief | | City of Van Alstyne | | rdockery@cityofvanalstyne.us |
| Melissa McIntire - Permits Dept. | | City of Van Alstyne | 903.482.5426 | permits@cityofvanalstyne.us |
| Doug Showers - City Construction Manager | | McManus & Johnson | 469.975.8040 (M) | dshowers@mcmanusjohnson.com |
| Meredith Jones - Administrative Assist | | McManus & Johnson | 972.955.7597 (M) | Mjones@mcmanusjohnson.com |
| Dean Rylant - Inspector | ✓ | McManus & Johnson | 903-624-7629 | inspector3@mcmanusjohnson.com |
| | | | | |

| Name | Present | Company / Organization | Phone No. | Email |
|---|---|---|---|---|
| Pete McCollow | ✓ | Landmark | 419-302-2998 | pmccollow@teamlandmark.com |
| Tyler Rogers | ✓ | City of VA | 469-403-1499 | Ww@cityofvanalstyne.us |
| Stacy Patrick | ✓ | GTUA | 9037864433 | stacyp@gtua.org |
| Patrick Brown | ✓ | TTC | 317-271-3100 | Brown@TankIndustry.com |
| Serena | ✓ | Landmark | 817-391-9911 | SSpencer@teamlandmark.com |
| Anthony (see below) | ✓ | | | |
| Michael (see Below) | ✓ | | | |
| Pete McCollow (project manager) | ✓ | Landmark | 419-302-2998 | Pmccollow@teamlandmark.com |
| Aymee Campbell (project coordinator) | ✓ | Landmark | 817-230-8853 | Acampbell@teamlandmark.com |
| Anthony Cannata (Pre-con Lead) | ✓ | Landmark | 817-230-8870 | Acannata@teamlandmark.com |
| Michael Faubel (Director of technical services) | ✓ | Landmark | | MFaubel@teamlandmark.com |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

November 20, 2025

Mr. Paul Sigle
General Manager
Greater Texoma Utility Authority
5100 Airport Dr.
Denison, TX 75020

Re: Greater Texoma Utility Authority / City of Van Alstyne
Elevated Storage Tank & Water System Improvements
TWDB DWSRF Project No. 62900
Final Site Visit Report – CID-01 – 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5

Dear Mr. Sigle:

A site visit for the above-referenced project contract was conducted on October 9, 2025, by Paul Jungen, P.E. representative of the Texas Water Development Board (TWDB). This will be the final site visit for CID-01, 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5.

Project Description: The proposed project is to plan, design, and construct a 750,000-gallon Elevated Storage Tank (EST) that will provide elevated storage for the active and future growth in the City of Van Alstyne. The EST will provide for growth to approximately 7500 connections. This represents a population of approximately 23,000 people, which agrees with the anticipated population in 2045.

TWDB site visits do not relieve the owner from the responsibility to provide adequate onsite inspection and engineering review to determine the acceptability of the construction work completed and compliance with approved plans, specifications, and funding requirements.

Below is a table summarizing the contract information associated with this site visit.

| CID | Description | Contractor | Amount ($) | Start Date | % Complete | | End Date |
|---|---|---|---|---|---|---|---|
| | | | | | Time | Dollars | |
| 01 | 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5 | Landmark Structures, Inc. | $4,470,000.00 | 03/04/24 | 100% | 95% | 02/27/25 |

Our Mission
Leading the state's efforts in ensuring a secure water future for Texas

Board Members
L'Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member

Bryan McMath, Executive Administrator

TWDB staff conducted a final site visit for this project's CID-01, 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5. During the final site visit, change orders for the contract were discussed. The City will be providing the change orders associated with this contract prior to closing out the contract. It was discussed that the change orders will not increase the TWDB funding for the contract. Please submit closeout documentation for the identified contract at your earliest convenience. Refer to the Supplemental Contract Conditions applicable to this project for a list of documents needed in order for the TWDB to issue a Certificate of Approval (COA). A copy of the TWDB Supplemental Contract Conditions can be found at: https://www.twdb.texas.gov/financial/instructions/doc/TWDB-0550.pdf

Overall Site Visit Observations:
A final walk-through for CID-01 was conducted by Douglass Showers, P.E., with McManus & Payne Consulting Engineers; Rick Sailler with the City of Van Alstyne; Edgar Luevano with Landmark Structures, Inc.; and Paul Jungen, P.E., of TWDB staff on October 09, 2025. The project was substantially complete with the only remaining items being to install the outdoor lighting and placement of gravel at the entrance to the site. All work appeared to be complete and in accordance with all approved addenda and contract documents.

Sincerely,

Paul R. Jungen, P.E.
Project Engineer, Team 7
Water Supply and Infrastructure

PJ/ds

Enclosures: Attachment No. 1 – Site Visit Photos

c w/enc.: Doug Showers, P.E., McManus & Payne Consulting Engineers, dshowers@mcmanuspayne.com
Rick Sailler, City of Van Alstyne, rsaillier@cityofvanalstyne.us

**Attachment No. 1 Site Visit Photos**
**Greater Texoma Utility Authority / City of Van Alstyne**
**Elevated Storage Tank & Water System Improvements**
**TWDB DWSRF Project No. 62900**
**Final Site Visit Report – CID-01 – 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5**




**Elevated Storage Tank**
Looking North from Grayson College



**Site Improvements**
New electrical setup for Elevated Storage Tank

**Attachment No. 1 Site Visit Photos**
**Greater Texoma Utility Authority / City of Van Alstyne**
**Elevated Storage Tank & Water System Improvements**
**TWDB DWSRF Project No. 62900**
**Final Site Visit Report – CID-01 – 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5**

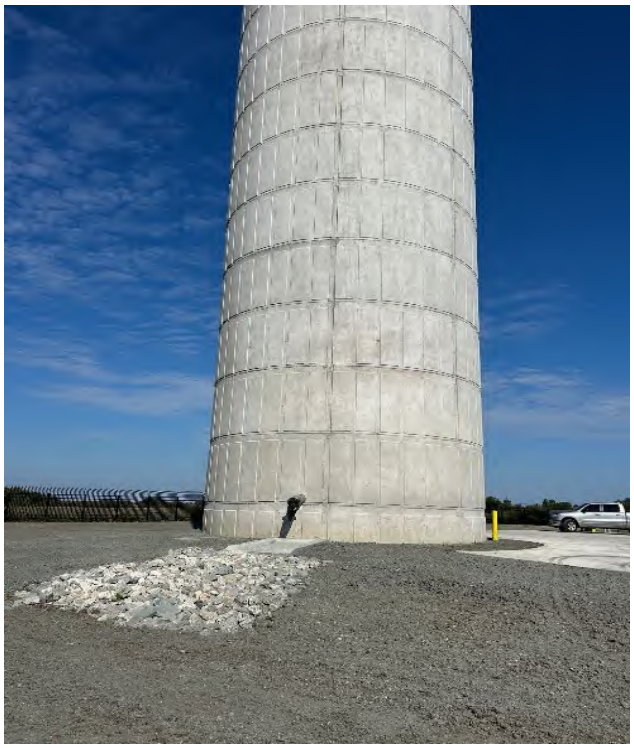


**Site Improvements**
New Valves servicing new water mains (underground)



**Site Improvements**
New fencing

**Attachment No. 1 Site Visit Photos**
**Greater Texoma Utility Authority / City of Van Alstyne**
**Elevated Storage Tank & Water System Improvements**
**TWDB DWSRF Project No. 62900**
**Final Site Visit Report – CID-01 – 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5**



**Elevated Storage Tank**
Base of tank looking NW



**Elevated Storage Tank**
Base of tank looking south, showing drive through door

**Attachment No. 1 Site Visit Photos**
**Greater Texoma Utility Authority / City of Van Alstyne**
**Elevated Storage Tank & Water System Improvements**
**TWDB DWSRF Project No. 62900**
**Final Site Visit Report – CID-01 – 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site No. 5**




**Elevated Storage Tank**
New Tank looking SE, showing drive and walk through doors



**Elevated Storage Tank**
New Tank looking up from the inside of tank

**STATE OF TEXAS** }

**{CONTRACTOR'S AFFIDAVIT OF**
**{FINAL PAYMENT AND RELEASE**

**COUNTY OF GRAYSON** }

**BEFORE ME,** the undersigned authority, on this day personally appeared Keri Adrian-Williams ("Affiant"), who, after being by me duly sworn, deposes and says that ~~he~~ she is Vice President of Finance & Accounting of Landmark Structures I, L.P. a (corporation) (partnership) (trade name) of Tarrant County, Texas, ("the CONTRACTOR"), which said CONTRACTOR was awarded the contract by the Greater Texoma Utility Authority, Sherman, Texas (the "Authority"), dated the 19th day of December, 2023 for the construction of 750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site #5 ("the Work"), for a total consideration of $ 4,470,000.00 to be paid to the said CONTRACTOR (the "Contract"), and that Affiant has full power and authority to make this Affidavit.

**THAT** the Authority has approved the final estimate on said Work, and that the said CONTRACTOR has fully satisfied and paid any and all claims that may be covered by Chapter 2253, Texas Government Code, as amended, and or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said CONTRACTOR insofar as they pertain to the Work and Contract.

**THAT** in addition to any funds which may have been previously paid by the Authority, the CONTRACTOR hereby accepts the amount of $ 506,730.75 as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the CONTRACTOR may have to pursue claims of any nature against the Authority arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contract ("Subcontractors"), as well as claims for delay, additional compensation, extra work beyond scope of the Contract, or for recovery of liquidated damages which may have been withheld by the Authority. The CONTRACTOR shall defend, hold harmless and indemnify the Authority from any and all such claims of such Subcontractors. The CONTRACTOR further releases the Authority from any claim or liability arising from any act or neglect of the Authority related to or connected with the Contract. This Affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

**CONTRACTOR:**

Landmark Structures I, L.P.

**BY:** _____
**(Affiant)**

**SUBSCRIBED AND SWORN TO BEFORE ME,** this 6th day of February, 2026.

**BY:** _____
Notary Public, Tarrant County, Texas

My Commission Expires: 4/21/2028

EMILY MAYFIELD
Notary Public, State of Texas
Comm. Expires 04-21-2028
Notary ID 125918569

# CONSENT OF SURETY TO FINAL PAYMENT

| | |
|---|---|
| OWNER | ☐ |
| ARCHITECT | ☐ |
| CONTRACTOR | ☐ |
| SURETY | ☐ |
| OTHER | ☐ |

**TO OWNER:**
Greater Texoma Utility Authority
5100 Airport Drive
Sherman, TX 75020

**CONTRACT FOR:**
750,000 Gallon Elevated Storage Tank and Site Improvements at Well Site #5

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Fidelity and Deposit Company of Maryland
3910 Keswick Road
Baltimore, MD 21211 , SURETY,

on bond of

Landmark Structures I, L.P.
3120 Sabre Dr, Ste 350
Southlake, TX 76092 , CONTRACTOR,

hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

Greater Texoma Utility Authority
5100 Airport Drive
Sherman, TX 75020
OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date 6th day of February, 20 26.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Karla Luongo
Attest

Signature of authorized representative

*(Seal)*

Robyn Rost, Attorney-In-Fact
Printed name and title

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Robyn ROST and Raymond GIL, both of Matawan, New Jersey, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of August, A.D. 2023.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 7th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

**GENEVIEVE M. MAISON**
**NOTARY PUBLIC**
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2025 BALTIMORE COUNTY, MD

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of February, 2026.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Thomas O. McClellan
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition**
As Of December 31, 2024

## ASSETS

| | |
|---|---|
| Bonds | $ 181,162,758 |
| Stocks | 18,212,825 |
| Cash and Short-Term Investments | 2,411,982 |
| Reinsurance Recoverable | 20,361,515 |
| Federal Income Tax Recoverable | 10,150 |
| Other Accounts Receivable | 26,284,837 |
| TOTAL ADMITTED ASSETS | $ 248,444,067 |

## LIABILITIES, SURPLUS AND OTHER FUNDS

| | | |
|---|---|---|
| Reserve for Taxes and Expenses | | $ 103,295 |
| Ceded Reinsurance Premiums Payable | | 45,005,200 |
| Remittances and Items Unallocated | | 0 |
| Payable to parents, subs and affiliates | | 0 |
| Securities Lending Collateral Liability | | 0 |
| TOTAL LIABILITIES | | $ 45,108,495 |
| Capital Stock, Paid Up | $ 5,000,000 | |
| Surplus | 198,335,572 | |
| Surplus as regards Policyholders | | 203,335,572 |
| TOTAL | | $ 248,444,067 |

Securities carried at $78,636,217 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2024 would be $236,552,538 and surplus as regards policyholders $191,444,043.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.

Signed by:
Laura J. Lazarczyk

*Corporate Secretary*

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2025.

*Notary Public*

Official Seal
KATHERINE R SCHULTZ
Notary Public, State of Illinois
Commission No. 686903
My Commission Expires December 7, 2027

# Certified Payroll

1. Nema 3 Electrical Contractors *(Sub for Musco Lighting)*
    a. 2025.12.09
    b. 2025.12.16
    c. 2025.12.23 - Final

# Certified Payroll Report

☐ Submission of Final DBRA Certified Payroll Form

☐ Prime Contractor ☒ Sub Contractor

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting 25-502 Van Alstyne Wa | **Project No. or Contract No.** | | **Certified Payroll No.** | 1 |
| **Project Location** | Van Alstyne Water Tower<br>Van Alstyne, TX | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC. | **Week Ending Date** | 12/9/2025 |
| **Wage Determination No.** | TX20250019 | **Sub Contractor Address** | 4181 OLD HWY. 67 N, MIDLOTHIAN, TX 76065 | | |

| Worker Entry No. | Worker Name | Worker Identifying No. | (J) Journeyworker/ (RA) Registered Apprentice | Labor Classification | Pay Type | Hours Worked by Day | | | | | | | Total Hours Worked for the Week | Paid Hours on Check | Hourly Wage Rate Paid for ST, OT and DT | Gross Amt Earned | Total Fringe Benefit Credit | Payment in Lieu of Fringe Benefits | Check Number | Gross Amt Earned for All Work | Deduction for All Work | | | | | | Net Payment to Worker for All Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Wed 3 | Thu 4 | Fri 5 | Sat 6 | Sun 7 | Mon 8 | Tue 9 | | | | | | | | | Social Security | Medicare | Federal Tax | State Tax | Other(Must Specify and see Instructions) | Total Deduction | |
| 1 | Craig, Ethan A | 7774 | | Hourly Pay-direct Laborer | ST<br>OT<br>DT | | | | | | 7.50 | 8.00<br>3.00 | 18.50 | 15.50<br>3.00 | 20.00<br>30.00 | 310.00<br>90.00 | 0.00 | 0.00 | 74340915 | 1,355.00 | 84.01 | 19.64 | 137.00 | 0.00 | 0.00 | 240.65 | 1,114.35 |
| 2 | Pizana, Andres | 5154 | J | Hourly Pay-direct Electrician | ST<br>OT<br>DT | | | | | | 7.50 | 8.00<br>3.50 | 19.00 | 15.50<br>3.50 | 29.00<br>43.50 | 449.50<br>152.25 | 0.00 | 0.00 | 74340916 | 1,964.75 | 121.81 | 28.49 | 80.00 | 0.00 | 39.30 | 269.60 | 1,695.15 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting:25-502 Van Alstyne Water Tower | **Project No. or Contract No.** | 243698 | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC. |
| **Project Location** | Van Alstyne Water Tower<br>Alstyne, TX Van | **Certified Payroll No.** | 1 | **Certifying Official's Name and Title** | Diane Cooper, Treasurer |
| **Week Ending Date** | 12/9/2025 | | | | |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☑ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☑ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☑ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

| Apprenticeship Program Name | Registered | Name of Labor Classification |
|---|---|---|

☑ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

| Name of Worker | FB Name<br>FB Type<br>Plan No<br>☑ Funded ☐ Unfunded | Health Ins.-company paid<br>Health Insurance | TOTAL HOURLY CREDIT |
|---|---|---|---|
| 1-Craig, Ethan A | Hourly Rate | $0.00 | $0.00 |
| 2-Pizana, Andres | Hourly Rate | $0.00 | $0.00 |

☑ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

Additional Remarks:E.Craig and A.Pizana are not yet participating in our insurance. Employee deductions can include their 401K deferrals, child support, and employee loans or advances. The fringe benefit credit is based on a 40 hour work week, no overtime, so the fringe credit is only applied to straight time.

A standard Safe Harbor 401K match is made after year end to participants in the 401K, with 100% match of the first 3% deferred and 50% match of the next 2% deferred.

Signature of Certifying Official Diane Cooper Date 1/8/2026 Telephone Number (972)723-1180 Email Address DZCooper@nema3electric.com

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION(SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS.INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

# Certified Payroll Report

☐ Submission of Final DBRA Certified Payroll Form ☐ Prime Contractor ☒ Sub Contractor

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting:25-502 Van Alstyne Wate | **Project No. or Contract No.** | 243698 | **Certified Payroll No.** | 2 |
| **Project Location** | Van Alstyne Water Tower Van Alstyne, TX | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC. | **Week Ending Date** | 12/16/2025 |
| **Wage Determination No.** | TX20250019 | **Sub Contractor Address** | 4181 OLD HWY. 67 N, MIDLOTHIAN, TX 76065 | | |

| Worker Entry No. | Worker Name | Worker Identifying No. | (J) Journeyworker/ (RA) Registered Apprentice | Labor Classification | Pay Type | Hours Worked by Day: Wed 10 | Thu 11 | Fri 12 | Sat 13 | Sun 14 | Mon 15 | Tue 16 | Total Hours Worked for the Week | Paid Hours on Check | Hourly Wage Rate Paid for ST, OT and DT | Gross Amt Earned | Total Fringe Benefit Credit | Payment in Lieu of Fringe Benefits | Check Number | Gross Amt Earned for All Work | Deduction for All Work: Social Security | Medicare | Federal Tax | State Tax | Other(Must Specify and see Instructions) | Total Deduction | Net Payment to Worker for All Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Craig, Ethan A | 7774 | | Hourly Pay-direct Laborer | ST | 8.00 | 6.00 | 8.00 | | | 8.00 | 8.00 | | 38.00 | 20.00 | 760.00 | 0.00 | 0.00 | 74358372 | 1,265.00 | 78.43 | 18.34 | 117.00 | 0.00 | 0.00 | 213.77 | 1,051.23 |
| | | | | | OT | 2.50 | 1.00 | 3.00 | | | 3.00 | 4.50 | 52.00 | 14.00 | 30.00 | 420.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 2 | Cumby, Larry G | 4820 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | 8.00 | 8.00 | | 24.00 | 25.00 | 600.00 | 0.00 | 0.00 | 74358368 | 1,525.00 | 94.55 | 22.11 | 155.00 | 0.00 | 0.00 | 271.66 | 1,253.34 |
| | | | | | OT | | | 3.00 | | | 2.50 | | 34.50 | 10.50 | 37.50 | 393.75 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 3 | Hernandez, Alonzo A | 5968 | | Hourly Pay-direct Laborer | ST | | | | | | 8.00 | 8.00 | | 16.00 | 28.00 | 448.00 | 17.89 | 0.00 | 74358380 | 1,666.00 | 103.29 | 24.16 | 202.00 | 0.00 | 359.20 | 688.65 | 977.35 |
| | | | | | OT | | | | | | 2.50 | 5.00 | 23.50 | 7.50 | 42.00 | 315.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 4 | Lackey, William B | 4612 | | Hourly Pay-direct Heavy Equipment | ST | | | 8.00 | | | 8.00 | 8.00 | | 24.00 | 32.00 | 768.00 | 76.25 | 0.00 | 74358399 | 1,832.00 | 100.86 | 23.59 | 183.00 | 0.00 | 462.20 | 769.65 | 1,062.35 |
| | | | | | OT | | | 1.50 | | | 2.50 | 5.00 | 33.00 | 9.00 | 48.00 | 432.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 5 | Ocampo Benitez, Pablo | 5396 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | | | | 8.00 | 24.00 | 192.00 | 0.00 | 0.00 | 74358367 | 1,320.00 | 81.84 | 19.14 | 0.00 | 0.00 | 0.00 | 100.98 | 1,219.02 |
| | | | | | OT | | | 1.00 | | | | | 9.00 | 11.00 | 36.00 | 36.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 6 | Pizana, Andres | 5154 | J | Hourly Pay-direct Electrician | ST | 8.00 | 7.00 | 8.00 | | | 8.00 | 8.00 | | 39.00 | 29.50 | 1,150.50 | 0.00 | 0.00 | 74358373 | 1,865.88 | 115.69 | 27.06 | 69.00 | 0.00 | 37.32 | 249.07 | 1,616.81 |
| | | | | | OT | 2.50 | | 3.00 | | | 3.00 | 4.50 | 52.00 | 13.00 | 44.25 | 575.25 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 7 | Popoca, Luis | 7542 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | | | | 8.00 | 25.00 | 200.00 | 3.98 | 0.00 | 74358379 | 1,450.00 | 89.90 | 21.02 | 96.00 | 0.00 | 0.00 | 206.92 | 1,243.08 |
| | | | | | OT | | | 3.00 | | | | | 11.00 | 3.00 | 37.50 | 112.50 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 8 | Popoca, Simplicio H. | 6302 | | Hourly Pay-direct Laborer | ST | 8.00 | 8.00 | 8.00 | | | 8.00 | 8.00 | | 40.00 | 34.00 | 1,360.00 | 134.17 | 0.00 | 74358398 | 1,997.50 | 120.40 | 28.16 | 143.00 | 0.00 | 155.44 | 447.00 | 1,550.50 |
| | | | | | OT | 2.00 | 1.50 | 1.50 | | | 3.00 | 4.50 | 52.50 | 12.50 | 51.00 | 637.50 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 9 | Reynoso Gomez, Lorenzo E | 9786 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | | | | 8.00 | 22.00 | 176.00 | 26.62 | 0.00 | 74358374 | 1,210.00 | 73.35 | 17.16 | 26.00 | 0.00 | 26.82 | 143.33 | 1,066.67 |
| | | | | | OT | | | 1.00 | | | | | 9.00 | 1.00 | 33.00 | 33.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting:25-502 Van Alstyne Water Tower | **Project No. or Contract No.** | 243698 | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC. |
| **Project Location** | Van Alstyne Water Tower<br>Alstyne, TX Van | **Certified Payroll No.** | 2 | **Certifying Official's Name and Title** | Diane Cooper, Treasurer |
| **Week Ending Date** | 12/16/2025 | | | | |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☒ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☒ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☒ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

| Apprenticeship Program Name | Registered | Name of Labor Classification |
|---|---|---|

☒ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

| Name of Worker | FB Name / FB Type / Plan No: Health Ins.-company paid Health Insurance | ☒ Funded | ☐ Unfunded | TOTAL HOURLY CREDIT |
|---|---|---|---|---|
| 1-Craig, Ethan A | Hourly Rate | | 0 | 0 |
| 2-Cumby, Larry G | Hourly Rate | | 0 | 0 |
| 3-Hernandez, Alonzo A | Hourly Rate | | 0.118 | 0.118 |
| 4-Lackey, William B | Hourly Rate | | 3.177 | 2.4678 |
| 5-Ocampo Benitez, Pablo | Hourly Rate | | 0 | 0 |
| 6-Pizana, Andres | Hourly Rate | | 0 | 0 |
| 7-Popoca, Luis | Hourly Rate | | 0.498 | 0.498 |
| 8-Popoca, Simplicio H. | Hourly Rate | | 3.354 | 3.354 |
| 9-Reynoso Gomez, Lorenzo | Hourly Rate | | 3.327 | 3.327 |

☒ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

Additional Remarks: Employee deductions can include their 401K deferrals, child support, and employee loans or advances. The fringe benefit credit is based on a 40 hour work week, no overtime. So the fringe credit is only applied to straight time.

A standard Safe Harbor 401K match is made after year end to participants in the 401K, with 100% match of the first 3% deferred and 50% match of the next 2% deferred.

Signature of Certifying Official Diane Cooper Date 1/5/2026 Telephone Number (972)723-1180 Email Address DZCooper@nema3electric.com

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION(SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS.INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

# Certified Payroll Report

☑ Submission of Final DBRA Certified Payroll Form ☐ Prime Contractor ☒ Sub Contractor

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting:25-502 Van Alstyne Wate | **Project No. or Contract No.** | 243698 | **Certified Payroll No.** | 3 |
| **Project Location** | Van Alstyne Water Tower<br>Van Alstyne, TX | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC. | **Week Ending Date** | 12/23/2025 |
| **Wage Determination No.** | TX20250019 | **Sub Contractor Address** | 4181 OLD HWY. 67 N, MIDLOTHIAN, TX 76065 | | |

| Worker Entry No. | Worker Name | Worker Identifying No. | (J) Journeyworker/ (RA) Registered Apprentice | Labor Classification | Pay Type | Hours Worked by Day | | | | | | | Total Hours Worked for the Week | Paid Hours on Check | Hourly Wage Rate Paid for ST, OT and DT | Gross Amt Earned | Total Fringe Benefit Credit | Payment in Lieu of Fringe Benefits | Check Number | Gross Amt Earned for All Work | Deduction for All Work | | | | | | Net Payment to Worker for All Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Wed 17 | Thu 18 | Fri 19 | Sat 20 | Sun 21 | Mon 22 | Tue 23 | | | | | | | | | Social Security | Medicare | Federal Tax | State Tax | Other(Must Specify and see Instructions) | Total Deduction | |
| 1 | Craig, Ethan A | 7774 | | Hourly Pay-direct Laborer | ST<br>OT<br>DT | 10.00 | 10.00 | | | | | | 20.00 | 20.00 | 20.00 | 400.00 | 0.00 | 0.00 | 74374699 | 780.00 | 48.36 | 11.31 | 54.00 | 0.00 | 0.00 | 113.67 | 666.33 |
| 2 | Pizana, Andres | 5154 | J | Hourly Pay-direct Electrician | ST<br>OT<br>DT | 8.00<br>2.00 | 8.00<br>2.00 | | | | | | 20.00 | 16.00<br>4.00 | 29.50<br>44.25 | 472.00<br>177.00 | 0.00 | 0.00 | 74374700 | 1,622.50 | 100.59 | 23.52 | 39.00 | 0.00 | 32.45 | 195.56 | 1,426.94 |
| 3 | Popoca, Simplicio H. | 6302 | | Hourly Pay-direct Laborer | ST<br>OT<br>DT | 8.00<br>1.50 | | | | | | | 9.50 | 8.00<br>1.50 | 34.00<br>51.00 | 272.00<br>76.50 | 26.83 | 0.00 | 74374726 | 1,666.00 | 99.85 | 23.35 | 105.00 | 0.00 | 138.86 | 367.06 | 1,298.94 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting:25-502 Van Alstyne Water Tower | **Project No. or Contract No.** | 243698 | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC. |
| **Project Location** | Van Alstyne Water Tower<br>Van Alstyne, TX | **Certified Payroll No.** | 3 | **Certifying Official's Name and Title** | Diane Cooper, Treasurer |
| **Week Ending Date** | 12/23/2025 | | | | |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☑ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☑ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☑ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

| Apprenticeship Program Name | Registered | Name of Labor Classification |
|---|---|---|

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HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

| | FB Name<br>FB Type<br>Plan No | Health Ins.-company paid<br>Health Insurance | | TOTAL HOURLY CREDIT |
|---|---|---|---|---|
| Name of Worker | | ☑ Funded | ☐ Unfunded | |
| 1-Craig, Ethan A | Hourly Rate | 0 | | 0 |
| 2-Pizana, Andres | Hourly Rate | 0 | | 0 |
| 3-Popoca, Simplicio H. | Hourly Rate | 3.354 | | 3.354 |

☑ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

Additional Remarks: Employee deductions can include their insurance, 401K deferrals, child support, and employee loans or advances. The fringe benefit credit is based on a 40 hour work week, no overtime. So the fringe credit is only applied to straight time.

A standard Safe Harbor 401K match is made after year end to participants in the 401K, with 100% match to the first 3% deferred and 50% match to the next 2% deferred.

Signature of Certifying Official Diane Cooper Date 1/8/2026 Telephone Number (972)723-1180 Email Address DZCooper@nema3electric.com

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION(SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS.INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

**CERTIFICATE OF PROJECT FINAL COMPLETION**

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Project: **750,000 Gallon Elevated Storage Tank & Site Improvements at Well Site #$5; TWDB Project # 62900**

Date of Issuance: December 19, 2025

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Owner: **Greater Texoma Utility Authority / City of Van Alstyne**

Contractor: **Landmark Structures I, LP**

Engineer: **McManus & Payne Consulting Engineers**
(formerly **McManus & Johnson Consulting Engineers)**

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*McManus & Payne Consulting Engineers representatives,* Douglas Showers, PE (CM); Bruce Bannister (Sr. Civil Inspector) confirm that the punch list of items referenced in the Substantial Completion letter of July 30, 2025 have been completed and inspected for compliance with the Approved Plans and Specifications.

Furthermore, the TWDB site inspection related to the specific water network assets was completed by Mr. Paul Jungen, PE on October 9, 2025, with no noted discrepancies. Report was delivered to Construction Manager and the GTUA dated November 20, 2025.

This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

| | |
|---|---|
| 1. Elevated Storage Tank (750,000 Gallon) Composite | COMPLETE |
| 2. Yard Piping | COMPLETE |
| 3. Electrical Services | COMPLETE |
| 4. Civil Works | COMPLETE |
| 5. Yard Concrete Paving and Drainage | COMPLETE |
| 6. Landscape; Fencing | COMPLETE |
| 7. Access Road | COMPLETE |
| 8. Tank Bowl and Yard Security Lighting | COMPLETE |

To: **Greater Texoma Utility Authority/City of Van Alstyne**
OWNER

And to **Landmark Structures I, LP**
CONTRACTOR

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The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with Contract Documents on

**December 19, 2025**
Date of Completion

In order to proceed to a Final Completion Certificate the following items are to be submitted and completed:

CONTRACTOR:

1. Maintenance Bond for all completed work (100% value; 2 years)
2. Affidavit of Bills Paid (sub-contractors)
3. As-Built / Record Drawings for Design/Build elements
4. As-Built / Redline Drawings for field and owner-initiated changes to the bid documents

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

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Executed by ENGINEER on December 19, 2025

**McManus & Payne Consulting Engineers**
ENGINEER

By: Douglas Showers
Douglas Showers, PE, EOR, Construction Project Manager

**SIGNATORY AUTHORITY DELEGATION**

The following positions have or have been delegated the authority by the governing body of

GTUA on Behalf of The City of Van Alstyne

to approve, sign, execute, or certify the following documents through the life of the

Elevated Storage Tank **project**

TWDB Project No.62900

| **Document Type** | **Responsible Position(s) (Titles Only- not individuals' names) Authorized to Approve/ Sign/ Execute/ Certify Each Document** |
|---|---|
| Monthly Outlay/Funding Release Requests | Debi Atkins |
| SRF Disadvantaged Business Enterprise Forms (TWDB-215, TWDB-216, TWDB-0373) | Paul Sigle |
| Engineering Contract(s) | City of Van Alstyne |
| Other Professional Services Contracts | City of Van Alstyne |
| Project Budget Changes | Debi Atkins |
| Construction Contract(s) | Paul Sigle |
| Construction Contracts Change Orders | Paul Sigle |
| SRF Project Signage Certification (TWDB-1109A) | Paul Sigle |
| Davis-Bacon Certifications (DB-0154) | Debi Atkins |
| Monthly US/American Iron & Steel or BABA Certifications (TWDB-1105-A, TWDB-1106A, TWDB-1110-A) | Debi Atkins |
| Final US/American Iron & Steel or BABA Certifications (TWDB-1105-B, TWDB-1106-B, TWDB-1110-B) | Debi Atkins |
| Final Construction Work Acceptance | City of Van Alstyne & Board of Directors |

If any of these delegations change during the course of the project, the governing body agrees to inform TWDB in writing of the change(s) within five business days of their occurrence.

Signed by (type name): Debi Atkins

Signature Debi Atkins Date:2/9/2026

**SIGNATORY AUTHORITY DELEGATION**

The following positions have or have been delegated the authority by the governing body of

**GTUA on Behalf of The City of** Van Alstyne

to approve, sign, execute, or certify the following documents through the life of the

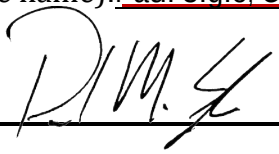
Elevated Storage Tank

TWDB Project No.62900 CID 01

| **Document Type** | **Responsible Position(s) (Titles Only- not individuals' names) Authorized to Approve/ Sign/ Execute/ Certify Each Document** |
|---|---|
| Monthly Outlay/Funding Release Requests | Finance Officer |
| SRF Disadvantaged Business Enterprise Forms (TWDB-215, TWDB-216, TWDB-0373) | General Manager |
| Engineering Contract(s) | City of Dorchester |
| Other Professional Services Contracts | City of Dorchester |
| Project Budget Changes | Finance Officer |
| Construction Contract(s) | General Manager |
| Construction Contracts Change Orders | General Manager |
| SRF Project Signage Certification (TWDB-1109A) | General Manager |
| Davis-Bacon Certifications (DB-0154) | |
| Monthly US/American Iron & Steel or BABA Certifications (TWDB-1105-A, TWDB-1106A, TWDB-1110-A) | Finance Officer |
| Final US/American Iron & Steel or BABA Certifications (TWDB-1105-B, TWDB-1106-B, TWDB-1110-B) | Finance Officer |
| Final Construction Work Acceptance | Board of Directors City of Dorchester |

If any of these delegations change during the course of the project, the governing body agrees to inform TWDB in writing of the change(s) within five business days of their occurrence.

Signed by (type name):Paul Sigle, General Manager

Signature  Date: 3/26/26

DB-0154
Revised 06/24

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

**TWDB Project No.** 62900

**Loan No.** L1001208

**This executed certificate must be submitted with each Outlay report for labor included within construction contracts.**

I, Debi Atkins (Name), Finance Officer (Title)

Greater Texoma Utility Authority (Name of entity) hereby certify that periodic reviews of a representative sample of the weekly payroll data, and contractor weekly payroll certifications, such as OMB No. 1235-0008, have been performed to verify that contractors and subcontractors are paying the appropriate wage rate for compliance with section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372) for the Clean Water State Revolving Fund or with section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) for the Drinking Water State Revolving Fund. These laws require payment of prevailing wages in accordance with 40 U.S.C. §§ 3141–3144, 3146, and 3147 (contained within the Davis-Bacon Act, as amended).

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

Signature

2/9/26
Date

TWDB-1106-C
Rev. 02/2025

# Final American Iron and Steel (AIS) Certification

## Compliance Submittal by Owner/Entity (Sub-Recipient)

Delegation of signatory authority by the Entity's governing body must be submitted to the TWDB if a person other than an authorized member of the governing body signs this form.

**TWDB Project No.** 62900

**TWDB Construction Contract CID No.** 01

**Construction Contract Name:** 750,000 Gal EST

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

I, Debi Atkins (Name), Finance Officer (Title)

of Greater Texoma Utility Authority (Name of Entity)

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

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

Debi Atkins
Signature

2/9/26
Date

# Final Build America, Buy America Act (BABA) Certification

## Compliance Submittal by Owner/Entity (Sub-Recipient)

Delegation of signatory authority by the Entity's governing body must be submitted to the TWDB if a person other than an authorized member of the governing body signs this form.

**TWDB Project No.** 62900
**TWDB Construction Contract CID No.** 01
**Construction Contract Name:** 750,000 Gal EST

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

I, Debi Atkins (Name), Finance Officer (Title)
of Greater Texoma Utility Authority (Name of Entity)

hereby certify that all iron, steel, manufactured products, and construction materials incorporated into the construction, alteration, maintenance, or repair of **the subject project were in full compliance with the Build America, Buy America requirements** of P.L. 117-58 Section 70901-52, or comply with waivers granted by the U.S. Environmental Protection Agency.

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

Debi Atkins — Signature
2-9-26 — Date

TEXAS WATER DEVELOPMENT BOARD

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

# State Revolving Fund Project Public Awareness Certification

This executed certification covering project public awareness is required of all recipients of Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) equivalency financial assistance. The requirement for this certification applies to all effected applications received on or after August 26, 2015.

NOTE: By executing this certification, it is understood that **it is the Recipient's *sole responsibility* to fully comply and keep records for proof of compliance** with the State Revolving Fund Project Public Awareness requirements.

Name of Entity: GTUA/City of Van Alstyne

TWDB Project Number: 62900

Project Name: GTUA/City of Van Alstyne EST

**Select Method of Implementation Used (see guidance TWDB-1109) And Record of Compliance Kept**

- ☐ Online signage via website or social media -- Full screenshots of posting(s) kept as record
- ☐ Press release -- Copy of press release kept as record
- ☐ Posters or wall signage -- Photographs of sign(s) with location(s) identified kept as record
- ☐ Newspaper or periodical advertisement -- Copy of advertisement kept as record
- ■ Standard signage -- Photographs of sign(s) with location(s) identified kept as record

The undersigned hereby certifies that the project referenced above meets the requirements listed in TWDB-1109 Guidance on SRF Project Public Awareness and that records of proof of implementation are being kept.

Signature of Recipient Governing Body Official or its Authorized Official

2/10/2026
Date

Paul Sigle
Printed Name of Recipient Governing Body Official or its Authorized Official

General Manager
Title of Recipient Governing Body Official or its Authorized Official

Greater Texoma Utilty Authority
903-786-3501

# PERIODIC ESITMATE

Estimate No: 20 REV Sheet 1 of 20 Sheet(s)

| | |
|---|---|
| Project Discription: | Van Alstyne - 750,000 Gallon Elevated Storage Tank & Site Improvements at Well Site #5 |
| Owner: | Greater Texoma Utility Authority |
| Address: | 5100 Airport Drive, Denison, TX 75020 |
| *Contractor:* | Landmark Structures I, L.P. |
| *Address:* | 3120 Sabre Dr., Ste 350, Southlake, TX 76092 *NEW ADDRESS |
| Telephone: | (817) 439-8888 |

| | |
|---|---|
| Original Contract Amount | 4,470,000.00 |
| Total Additions | 472,717.00 |
| Total Deductions | 489,912.50 |
| Contract as Revised to Date | $ 4,452,804.50 |
| Total Amount of Work Done to Date | 4,452,804.50 |
| Materials on Hand | 0.00 |
| Total Work and Materials | $ 4,452,804.50 |
| Amount Retained (5) Percent | - |
| Balance | $ 4,452,804.50 |
| Less Previous Payments | 3,946,789.25 |
| Amount Due This Application | $ 506,015.25 |

| | |
|---|---|
| Date of Contract Commencement Time | 2/5/2024 |
| Days allowed in Contract | 360 |
| Date of Substantial completion | 2/12/2025 |
| Date of Final Completion | 6/13/2025 |

**Contractor's Certificaton:**

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

Landmark Structures I, L.P.

CLAIMANT: _____

By: Pete McCollow

Subscribed and sworn to before me April 6th, 2026

My commission Expires: 4/21/2028

Notary Public: Emily Mayfield

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.

4/6/26 Date — McMahon & Payne Consulting Engineers — ENGINEER

By: Douglas Shores

EMILY MAYFIELD
Notary Public, State of Texas
Comm. Expires 04-21-2028
Notary ID 126918569

Date — GTUA

April 6/26 Date — INSPECTOR

4/7/26 Date — City Rep.

**CONTINUATION SHEET**



**ATTACHMENT TO PAY APPLICATION**
**PROJECT :** 750,000 Gallon ELEVATED STORAGE TANK

**APPLICATION NUMBER:** 20
**PERIOD TO:** 03/25/26

| A | B | | | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Qty | UM | Unit Price | Scheduled Value | Work Completed From Previous App (D+E) | Work Completed This Period | Materials Presently Stored (Not in D or E) | Completed and Stored (D+E+F) | % (G/C) | Balance to Finish (C-G) | Retainage |
| 1 | **General Administration** | | | | | | | | | | | |
| 1.01 | Mobilize/Bonds and Insurance | 1 | LS | 100,000.00 | 100,000.00 | 100,000.00 | | | 100,000.00 | 100.0% | | 5,000.00 |
| 1.02 | Engineering - Elevated Tank - Foundation / Basis | 1 | LS | 98,700.00 | 98,700.00 | 98,700.00 | | | 98,700.00 | 100.0% | | 4,935.00 |
| 1.03 | Engineering - Elevated Tank - Pedestal | 1 | LS | 98,700.00 | 98,700.00 | 98,700.00 | | | 98,700.00 | 100.0% | | 4,935.00 |
| 1.04 | Engineering - Elevated Tank - Steel Tank | 1 | LS | 87,600.00 | 87,600.00 | 87,600.00 | | | 87,600.00 | 100.0% | | 4,380.00 |
| 2 | **Site Access** | | | | | | | | | | | |
| 2.01 | Temporary Fence | 1 | LS | 4,900.00 | 4,900.00 | 4,900.00 | | | 4,900.00 | 100.0% | | 245.00 |
| 2.02 | Temporary Construction Road / Laydown | 1 | LS | 125,900.00 | 125,900.00 | 125,900.00 | | | 125,900.00 | 100.0% | | 6,295.00 |
| 3 | **Elevated Tank - Foundation** | | | | | | | | | | | |
| 3.01 | Foundation - Excavation | 1 | LS | 29,800.00 | 29,800.00 | 29,800.00 | | | 29,800.00 | 100.0% | | 1,490.00 |
| 3.02 | Foundation - Ring Foundation | 1 | LS | 129,700.00 | 129,700.00 | 129,700.00 | | | 129,700.00 | 100.0% | | 6,485.00 |
| 3.03 | Foundation - Starter Wall | 1 | LS | 78,800.00 | 78,800.00 | 78,800.00 | | | 78,800.00 | 100.0% | | 3,940.00 |
| 3.04 | Foundation - Backfill Exterior | 1 | LS | 29,400.00 | 29,400.00 | 29,400.00 | | | 29,400.00 | 100.0% | | 1,470.00 |
| 4 | **Elevated Tank - Concrete Pedestal** | | | | | | | | | | | |
| 4.01 | Concrete Pedestal - Lifts 1 / Crane / Scaffold | 1 | LS | 184,800.00 | 184,800.00 | 184,800.00 | | | 184,800.00 | 100.0% | | 9,240.00 |
| 4.02 | Concrete Pedestal - Lifts 2-4 | 4 | PC | 99,600.00 | 398,400.00 | 398,400.00 | | | 398,400.00 | 100.0% | | 19,920.00 |
| 4.03 | Concrete Pedestal - Lifts 5-12 | 8 | PC | 78,800.00 | 630,400.00 | 630,400.00 | | | 630,400.00 | 100.0% | | 31,520.00 |
| 4.04 | Concrete Pedestal - Tank Floor | 1 | LS | 76,800.00 | 76,800.00 | 76,800.00 | | | 76,800.00 | 100.0% | | 3,840.00 |
| 4.05 | Backfill Interior | 1 | LS | 19,850.00 | 19,850.00 | 19,850.00 | | | 19,850.00 | 100.0% | | 992.50 |
| 5 | **Elevated Tank - Steel Tank** | | | | | | | | | | | |
| 5.01 | Steel Tank - Fabrication - Materials | 1 | LS | 254,400.00 | 254,400.00 | 254,400.00 | | | 254,400.00 | 100.0% | (0.00) | 12,720.00 |
| 5.02 | Steel Tank - Erect - Ring Beam | 1 | LS | 66,100.00 | 66,100.00 | 66,100.00 | | | 66,100.00 | 100.0% | | 3,305.00 |
| 5.03 | Steel Tank - Erect - Cone | 1 | LS | 132,100.00 | 132,100.00 | 132,100.00 | | | 132,100.00 | 100.0% | | 6,605.00 |
| 5.04 | Steel Tank - Erect - Vertical Shell | 1 | LS | 127,250.00 | 127,250.00 | 127,250.00 | | | 127,250.00 | 100.0% | | 6,362.50 |
| 5.05 | Steel Tank - Erect - Access Tube / Platform | 1 | LS | 30,800.00 | 30,800.00 | 30,800.00 | | | 30,800.00 | 100.0% | | 1,540.00 |
| 5.06 | Steel Tank - Erect - Hoist | 1 | LS | 8,100.00 | 8,100.00 | 8,100.00 | | | 8,100.00 | 100.0% | | 405.00 |
| 5.07 | Steel Tank - Erect - Floor | 1 | LS | 23,100.00 | 23,100.00 | 23,100.00 | | | 23,100.00 | 100.0% | | 1,155.00 |
| 5.08 | Steel Tank - Erect - Roof | 1 | LS | 34,100.00 | 34,100.00 | 34,100.00 | | | 34,100.00 | 100.0% | | 1,705.00 |
| 6 | **Elevated Tank - Coatings** | | | | | | | | | | | |
| 6.01 | Steel Tank - Manufacturer Blast / Prime | 1 | LS | 0.00 | | | | | | | | |
| 6.02 | Steel Tank - Shop Prime | 1 | LS | 0.00 | | | | | | | | |
| 6.03 | Steel Tank - Field Coating - Ground Phase | 1 | LS | 88,900.00 | 88,900.00 | 88,900.00 | | | 88,900.00 | 100.0% | | 4,445.00 |
| 6.04 | Steel Tank - Field Coating - Air Phase | 1 | LS | 62,100.00 | 62,100.00 | 62,100.00 | | | 62,100.00 | 100.0% | | 3,105.00 |
| 6.05 | Steel Tank - Field Coating - Exterior - Ground Phase | 1 | LS | 0.00 | | | | | | | | |
| 6.06 | Steel Tank - Field Coating - Exterior - Air Phase | 1 | LS | 0.00 | | | | | | | | |
| 6.07 | Steel Tank - Field Coating - Exterior - Logo | 1 | LS | 0.00 | | | | | | | | |
| 6.08 | Steel Tank - Field Coating - Interior - Ground Phase | 1 | LS | 0.00 | | | | | | | | |
| 6.09 | Steel Tank - Field Coating - Interior - Air Phase | 1 | LS | 0.00 | | | | | | | | |
| 6.10 | Concrete Pedestal - Blast | 1 | LS | 0.00 | | | | | | | | |
| 6.11 | Concrete Pedestal - Seal | 1 | LS | 0.00 | | | | | | | | |
| 6.12 | Other | 1 | LS | 0.00 | | | | | | | | |
| 7 | **Elevated Tank - Mechanical** | | | | | | | | | | | |
| 7.01 | Mechanical - Base - Piping | 1 | LS | 54,700.00 | 54,700.00 | 54,700.00 | | | 54,700.00 | 100.0% | | 2,735.00 |
| 7.02 | Mechanical - Pedestal - Riser Piping | 1 | LS | 84,800.00 | 84,800.00 | 84,800.00 | | | 84,800.00 | 100.0% | | 4,240.00 |
| 7.03 | Mechanical - Chamber - Valves / Piping | 1 | LS | 18,100.00 | 18,100.00 | 18,100.00 | | | 18,100.00 | 100.0% | | 905.00 |

**CONTINUATION SHEET**



**ATTACHMENT TO PAY APPLICATION**
**PROJECT** : 750,000 Gallon ELEVATED STORAGE TANK

**APPLICATION NUMBER:** 20
**PERIOD TO:** 03/25/26

| A | B | | | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Qty | UM | Unit Price | Scheduled Value | Work Completed From Previous App (D+E) | Work Completed This Period | Materials Presently Stored (Not In D or E) | Completed and Stored (D+E+F) | % (G/C) | Balance to Finish (C-G) | Retainage |
| 8 | **Elevated Tank - Appurtenances** | | | | | | | | | | | |
| 8.01 | Concrete Pedestal - Ladders / Landings | 1 | LS | 46,800.00 | 46,800.00 | 46,800.00 | | | 46,800.00 | 100.0% | | 2,340.00 |
| 8.02 | Steel Tank - Hatches / Vents | 1 | LS | 5,400.00 | 5,400.00 | 5,400.00 | | | 5,400.00 | 100.0% | | 270.00 |
| 9 | **Floors and Rooms - Finish Out** | | | | | | | | | | | |
| 9.01 | Slab on Grade | 1 | LS | 5,400.00 | 5,400.00 | 5,400.00 | | | 5,400.00 | 100.0% | | 270.00 |
| 9.02 | Doors | 1 | LS | 6,100.00 | 6,100.00 | 6,100.00 | | | 6,100.00 | 100.0% | | 305.00 |
| 10 | **Electrical** | | | | | | | | | | | |
| 10.01 | Underground Raceway | 1 | LS | 7,200.00 | 7,200.00 | 7,200.00 | | | 7,200.00 | 100.0% | | 360.00 |
| 10.02 | Panels / Lighting / Raceways / Wiring | 1 | LS | 23,000.00 | 23,000.00 | 23,000.00 | | | 23,000.00 | 100.0% | | 1,150.00 |
| 10.03 | Instrumentation / Controls / SCADA | 1 | LS | 10,200.00 | 10,200.00 | 10,200.00 | | | 10,200.00 | 100.0% | | 510.00 |
| 10.04 | Lightning Protection / Grounding | 1 | LS | 11,100.00 | 11,100.00 | 11,100.00 | | | 11,100.00 | 100.0% | | 555.00 |
| 10.05 | Cathodic Protection | 1 | LS | 6,500.00 | 6,500.00 | 6,500.00 | | | 6,500.00 | 100.0% | | 325.00 |
| 11 | **Site Utilities** | | | | | | | | | | | |
| 11.01 | 4 Inch PVC Electrical Conduit | 185 | LF | 50.00 | 9,250.00 | 9,250.00 | | | 9,250.00 | 100.0% | | 462.50 |
| 11.02 | 8in AWWA C900 DR18 PVC Water Line | 250 | LF | 125.00 | 31,250.00 | 31,250.00 | | | 31,250.00 | 100.0% | | 1,562.50 |
| 11.03 | 12in AWWA C900 DR18 PVC Water Line | 785 | LF | 200.00 | 157,000.00 | 157,000.00 | | | 157,000.00 | 100.0% | | 7,850.00 |
| 11.04 | Connect to Existing Waterline | 2 | EA | 11,000.00 | 22,000.00 | 22,000.00 | | | 22,000.00 | 100.0% | | 1,100.00 |
| 11.05 | Ductile Iron Fittings | 1 | TON | 14,000.00 | 14,000.00 | 14,000.00 | | | 14,000.00 | 100.0% | | 700.00 |
| 11.06 | Furnish & Install Fire Hydrant Assembly | 1 | EA | 16,000.00 | 16,000.00 | 16,000.00 | | | 16,000.00 | 100.0% | | 800.00 |
| 11.07 | Cut and Plug Existing Water Line | 2 | EA | 5,000.00 | 10,000.00 | 10,000.00 | | | 10,000.00 | 100.0% | | 500.00 |
| 11.08 | 8in Gate Valve | 3 | EA | 6,000.00 | 18,000.00 | 18,000.00 | | | 18,000.00 | 100.0% | | 900.00 |
| 11.09 | 12in Gate Valve | 3 | EA | 15,000.00 | 45,000.00 | 45,000.00 | | | 45,000.00 | 100.0% | | 2,250.00 |
| 11.10 | 12in Insert Valve | 1 | EA | 25,000.00 | 25,000.00 | 25,000.00 | | | 25,000.00 | 100.0% | | 1,250.00 |
| 11.11 | Trench Safety | 1035 | LF | 2.00 | 2,070.00 | 2,070.00 | | | 2,070.00 | 100.0% | | 103.50 |
| 12 | **Site Improvements** | | | | | | | | | | | |
| 12.01 | UNCLASSIFIED EXCAVATION | 100 | CY | 100.00 | 10,000.00 | 10,000.00 | | | 10,000.00 | 100.0% | | 500.00 |
| 12.02 | Embankment | 530 | CY | 100.00 | 53,000.00 | 53,000.00 | | | 53,000.00 | 100.0% | | 2,650.00 |
| 12.03 | Remove & Salvage Existing Fire Hydrant | 1 | EA | 1,515.00 | 1,515.00 | 1,515.00 | | | 1,515.00 | 100.0% | | 75.75 |
| 12.04 | Remove & Salvage Existing Fence & Gate | 810 | LF | 15.00 | 12,150.00 | 12,150.00 | | | 12,150.00 | 100.0% | | 607.50 |
| 12.05 | Bollards | 4 | EA | 1,200.00 | 4,800.00 | 4,800.00 | | | 4,800.00 | 100.0% | | 240.00 |
| 12.06 | 8 Foot Security Fence | 810 | LF | 170.00 | 137,700.00 | 136,680.00 | 1,020.00 | | 137,700.00 | 100.0% | | 6,834.00 |
| 12.07 | 20 Foot Roll Gate | 1 | EA | 12,000.00 | 12,000.00 | 9,000.00 | 3,000.00 | | 12,000.00 | 100.0% | | 450.00 |
| 12.08 | Seeding | 2100 | SY | 3.00 | 6,300.00 | | 6,300.00 | | 6,300.00 | 100.0% | | |
| 12.09 | Topsoil | 2100 | SY | 20.00 | 42,000.00 | 42,000.00 | | | 42,000.00 | 100.0% | | 2,100.00 |
| 12.10 | Rock Rip Rap (Splash Pad) | 25 | SY | 300.00 | 7,500.00 | 7,500.00 | | | 7,500.00 | 100.0% | | 375.00 |
| 12.11 | 8in Reinforced Concrete Pavement (Class C) | 1895 | SY | 150.00 | 284,250.00 | 161,700.00 | 122,550.00 | | 284,250.00 | 100.0% | | 8,085.00 |
| 12.12 | Revove & Dispose of Existing Concrete Pavement | 160 | SY | 50.00 | 8,000.00 | 8,000.00 | | | 8,000.00 | 100.0% | | 400.00 |
| 12.13 | Erosion Control | 1 | LS | 15,000.00 | 15,000.00 | 15,000.00 | | | 15,000.00 | 100.0% | | 750.00 |
| 13 | **Other** | | | | | | | | | | | |
| 13.01 | Additional Reinforced Concrete | 1 | CY | 500.00 | 500.00 | | 500.00 | | 500.00 | 100.0% | | |
| 13.02 | Additional Excavation | 1 | CY | 100.00 | 100.00 | | 100.00 | | 100.00 | 100.0% | | |
| 13.03 | Compacted Structural Backfill | 1 | CY | 115.00 | 115.00 | | 115.00 | | 115.00 | 100.0% | | |
| 13.04 | AMR System | 1 | LS | 25,500.00 | 25,500.00 | | 25,500.00 | | 25,500.00 | 100.0% | | |
| 13.05 | Exterior Tank Lighting | 1 | LS | 50,000.00 | 50,000.00 | | 50,000.00 | | 50,000.00 | 100.0% | | |
| 14A | **Allowances** | | | | | | | | | | | |

**CONTINUATION SHEET**



**ATTACHMENT TO PAY APPLICATION**
**PROJECT :** 750,000 Gallon ELEVATED STORAGE TANK

**APPLICATION NUMBER:** 20
**PERIOD TO:** 03/25/26

| A | B | | | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Qty | UM | Unit Price | Scheduled Value | Work Completed From Previous App (D+E) | Work Completed This Period | Materials Presently Stored (Not In D or E) | Completed and Stored (D+E+F) | % (G/C) | Balance to Finish (C-G) | Retainage |
| 14A.01 | Owner Allowance (Bid Item 32) | 1 | LS | 250,000.00 | 250,000.00 | 143,600.00 | 106,400.00 | | 250,000.00 | 100.0% | | 7,180.00 |
| **Current Contract Amount** | | | | | **$4,470,000.00** | **$4,154,515.00** | **$315,485.00** | | **$4,470,000.00** | **100.0%** | **($0.00)** | **$207,725.75** |
| | **Change Orders** | | | | | | | | | | | |
| C01 | Tank Height Change | 1 | LS | 0.00 | | | | | | | | |
| C02 | Site Electrical Changes | 1 | LS | 0.00 | | | | | | | | |
| C03 | Site Utility Changes | 1 | LS | 0.00 | | | | | | | | |
| C04 | Additional Site Fencing | 60 | LS | 0.00 | | | | | | | | |
| C05 | AMR System Removal | 1 | LS | 0.00 | | | | | | | | |
| C06 | Concrete Paving Credit | 883 | LS | 0.00 | | | | | | | | |
| C07 | CE #013 - Tank Lighting | 1 | LS | 0.00 | | | | | | | | |
| C08 | Contingency Credit | 1 | LS | (17,195.50) | (17,195.50) | | (17,195.50) | | (17,195.50) | 100.0% | | |
| **Total Change Orders** | | | | | **($17,195.50)** | | **($17,195.50)** | | **($17,195.50)** | **100.0%** | | |
| **Revised Contract Amount** | | | | | **$4,452,804.50** | **$4,154,515.00** | **$298,289.50** | | **$4,452,804.50** | **100.0%** | **($0.00)** | **$207,725.75** |

DS DS

**CONTINUATION SHEET**



**STORED MATERIALS SUMMARY**

**PROJECT:** 750,000 Gallon ELEVATED STORAGE TANK

**APPLICATION NUMBER:** 20

**PERIOD TO:** 3/25/2026

| A | | B | C | | D | | E | F | G | | H |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Stored Previously | | | | Incorporated in Work | | |
| Bid Item No. | Supplier Invoice No. | Submittal No. | Storage Location | Description of Materials or Equipment Stored | Date Placed into Storage (Mo/Yr) | Amount ($) | Amount Stored this Month ($) | Amount Completed and Stored to Date (D + E) | Date (Mo/ Yr) | Amount ($) | Materials Remaining in Storage ($) (D + E - G) |
| 5.01 | See Attached | | Decatur, TX | Steel Plate | 2/2024 | $176,131.73 | $0.00 | $176,131.73 | | | $176,131.73 |
| 5.01 | | | | | 5/2024 | ($176,131.73) | $0.00 | ($176,131.73) | | | ($176,131.73) |
| 12.06 | See Attached | | Decatur, TX | Fencing Material | 4/2025 | $105,090.00 | $0.00 | $105,090.00 | | | $105,090.00 |
| 12.06 | | | | | 9/2025 | ($105,090.00) | $0.00 | ($105,090.00) | | | ($105,090.00) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | |

# Attachment 9 – Monthly American Iron and Steel Certificate Form 1106-A

## Compliance Submittal by Owner (Sub-Recipient)

**TWDB Project No.** 62900
**Loan No.** L1001208

***This executed certificate must be submitted with each Outlay report requesting funds associated with construction contracts for all iron and steel products and/or materials included within the project's construction contracts.***

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

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

Douglas Showers
**Signature**

April 6, 2026
**Date**

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

**TWDB Project No.** 62900

**Loan No.** L1001208

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

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

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

Doug Showers
**Signature**

April 6, 2026
**Date**

# Certified Payroll

1. Nema 3 Electrical Contractors *(Sub for Musco Lighting)*
   a. 2025.12.09
   b. 2025.12.16
   c. 2025.12.23 - Final

# Certified Payroll Report

☐ Submission of Final DBRA Certified Payroll Form

☐ Prime Contractor ☒ Sub Contractor

**Project Name** Musco Sports Lighting 25-502 Van Alstyne Wa **Project No. or Contract No.**

**Project Location** Van Alstyne Water Tower, Van Alstyne, TX

**Wage Determination No.** TX20250019

**Sub Contractor's Business Name** NEMA 3 ELECTRICAL CONTRACTORS INC

**Sub Contractor Address** 4181 OLD HWY 67 N, MIDLOTHIAN TX 76065

**Certified Payroll No.** 1

**Week Ending Date** 12/9/2025

| Worker Entry No. | Worker Name | Worker Identifying No. | (J) Journeyworker/ (RA) Registered Apprentice | Labor Classification | Pay Type | Hours Worked by Day: Wed 3 | Thu 4 | Fri 5 | Sat 6 | Sun 7 | Mon 8 | Tue 9 | Total Hours Worked for the Week | Paid Hours on Check | Hourly Wage Rate Paid for ST, OT and DT | Gross Amt Earned | Total Fringe Benefit Credit | Payment in Lieu of Fringe Benefits | Check Number | Gross Amt Earned for All Work | Deduction for All Work: Social Security | Medicare | Federal Tax | State Tax | Other(Must Specify and see Instructions) | Total Deduction | Net Payment to Worker for All Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Craig, Ethan A | 7774 | | Hourly Pay-direct Laborer | ST | | | | | | 7 50 | 8 00 | | 15 50 | 20 00 | 310 00 | 0.00 | 0 00 | 74340915 | 1 355 00 | 84 01 | 19 64 | 137 00 | 0 00 | 0.00 | 240 65 | 1,114 35 |
| | | | | | OT | | | | | | | 3 00 | 18 50 | 3.00 | 30 00 | 90 00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 2 | Pizana, Andres | 5154 | J | Hourly Pay-direct Electrician | ST | | | | | | 7 50 | 8 00 | | 15 50 | 29 00 | 449 50 | 0 00 | 0 00 | 74340916 | 1 984 75 | 121 81 | 28 49 | 80 00 | 0 00 | 39 30 | 269 60 | 1,695 15 |
| | | | | | OT | | | | | | | 3 50 | 19 00 | 3 50 | 43 50 | 152 25 | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting 25 502 Van Alstyne Water Tower | **Project No. or Contract No.** | 243608 | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC |
| **Project Location** | Van Alstyne Water Tower Van Alstyne, TX | **Certified Payroll No.** | 1 | **Certifying Official's Name and Title** | Diane Cooper Treasurer |
| **Week Ending Date** | 12.9.2025 | | | | |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☑ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☑ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☑ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA") or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

| Apprenticeship Program Name | Registered | Name of Labor Classification |
|---|---|---|

☑ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in 6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

| | FB Name: Health Ins.-company paid<br>FB Type: Health Insurance<br>Plan No | | | TOTAL HOURLY CREDIT |
|---|---|---|---|---|
| Name of Worker | ☑ Funded | ☐ Unfunded | | |
| 1-Craig, Ethan A | Hourly Rate | | $0.00 | $0.00 |
| 2-Pizana, Andres | Hourly Rate | | $0.00 | $0.00 |

☑ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

Additional Remarks: E Craig and A Pizana are not yet participating in our insurance. Employee deductions can include their 401K deferrals, child support, and employee loans or advances. The fringe benefit credit is based on a 40 hour work week, no overtime, so the fringe credit is only applied to straight time. A standard Safe Harbor 401K match is made after year end to participants in the 401K with 100% match of the first 3% deferred and 50% match of the next 2% deferred.

Signature of Certifying Official: Diane Cooper Date: 1.8.2026 Telephone Number: (972)723-1180 Email Address: DJCooper@nemaelectric.com

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION(SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE). AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

# Certified Payroll Report

☐ Submission of Final DBRA Certified Payroll Form ☐ Prime Contractor ☒ Sub Contractor

**Project Name** Musco Sports Lighting 25 502 Van Alstyne Wate **Project No. or Contract No.** 243698 **Certified Payroll No.** 2

**Project Location** Van Alstyne Water Tower Van Alstyne, TX **Sub Contractor's Business Name** NEMA 3 ELECTRICAL CONTRACTORS INC. **Week Ending Date** 12/16/2025

**Wage Determination No.** TX20250019 **Sub Contractor Address** 4181 OLD HWY 67 N. MIDLOTHIAN, TX 76065

| Worker Entry No. | Worker Name | Worker Identifying No. | (J) Journeyworker/ (RA) Registered Apprentice | Labor Classification | Pay Type | Hours Worked by Day: Wed 10 | Thu 11 | Fri 12 | Sat 13 | Sun 14 | Mon 15 | Tue 16 | Total Hours Worked for the Week | Paid Hours on Check | Hourly Wage Rate Paid for ST, OT and DT | Gross Amt Earned | Total Fringe Benefit Credit | Payment in Lieu of Fringe Benefits | Check Number | Gross Amt Earned for All Work | Deduction for All Work: Social Security | Medicare | Federal Tax | State Tax | Other(Must Specify and see Instructions) | Total Deduction | Net Payment to Worker for All Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Craig, Ethan A | 7774 | | Hourly Pay-direct Laborer | ST | 8.00 | 6.00 | 8.00 | | | 8.00 | 8.00 | | 38.00 | 20.00 | 760.00 | 0.00 | 0.00 | 74358372 | 1,265.00 | 78.43 | 18.34 | 117.00 | 0.00 | 0.00 | 213.77 | 1,051.23 |
| | | | | | OT | 2.50 | 1.00 | 3.00 | | | 3.00 | 4.50 | 52.00 | 14.00 | 30.00 | 420.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 2 | Cumby, Larry G | 4820 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | 8.00 | 8.00 | | 24.00 | 25.00 | 600.00 | 0.00 | 0.00 | 74358368 | 1,525.00 | 94.55 | 22.11 | 155.00 | 0.00 | 0.00 | 271.66 | 1,253.34 |
| | | | | | OT | | | 3.00 | | | 2.50 | | 34.50 | 10.50 | 37.50 | 393.75 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 3 | Hernandez, Alonzo A | 5968 | | Hourly Pay-direct Laborer | ST | | | | | | 8.00 | 8.00 | | 16.00 | 28.00 | 448.00 | 17.89 | 0.00 | 74358380 | 1,666.00 | 103.29 | 24.16 | 202.00 | 0.00 | 359.20 | 688.65 | 977.35 |
| | | | | | OT | | | | | | 2.50 | 5.00 | 23.50 | 7.50 | 42.00 | 315.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 4 | Lackey, William B | 4612 | | Hourly Pay-direct Heavy Equipment | ST | | | 8.00 | | | 8.00 | 8.00 | | 24.00 | 32.00 | 768.00 | 76.25 | 0.00 | 74358399 | 1,832.00 | 100.86 | 23.59 | 183.00 | 0.00 | 462.20 | 769.65 | 1,062.35 |
| | | | | | OT | | | 1.50 | | | 2.50 | 5.00 | 33.00 | 9.00 | 48.00 | 432.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 5 | Ocampo Benitez, Pablo | 5396 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | | | | 8.00 | 24.00 | 192.00 | 0.00 | 0.00 | 74358367 | 1,320.00 | 81.84 | 19.14 | 0.00 | 0.00 | 0.00 | 100.98 | 1,219.02 |
| | | | | | OT | | | 1.00 | | | | | 9.00 | 11.00 | 36.00 | 36.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 6 | Perana, Andres | 5154 | J | Hourly Pay-direct Electrician | ST | 8.00 | 7.00 | 8.00 | | | 8.00 | 8.00 | | 39.00 | 29.50 | 1,150.50 | 0.00 | 0.00 | 74358373 | 1,985.88 | 115.69 | 27.06 | 69.00 | 0.00 | 37.32 | 249.07 | 1,816.81 |
| | | | | | OT | 2.50 | | 3.00 | | | 3.00 | 4.50 | 52.00 | 13.00 | 44.25 | 575.25 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 7 | Popoca, Luis | 7542 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | | | | 8.00 | 25.00 | 200.00 | 3.98 | 0.00 | 74358379 | 1,450.00 | 89.90 | 21.02 | 96.00 | 0.00 | 0.00 | 206.92 | 1,243.08 |
| | | | | | OT | | | 3.00 | | | | | 11.00 | 3.00 | 37.50 | 112.50 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 8 | Popoca, Simplicio H. | 6302 | | Hourly Pay-direct Laborer | ST | 8.00 | 8.00 | 8.00 | | | 8.00 | 8.00 | | 40.00 | 34.00 | 1,360.00 | 134.17 | 0.00 | 74358398 | 1,997.50 | 120.40 | 28.16 | 143.00 | 0.00 | 155.44 | 447.00 | 1,550.50 |
| | | | | | OT | 2.00 | 1.50 | 1.50 | | | 3.00 | 4.50 | 52.50 | 12.50 | 51.00 | 637.50 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |
| 9 | Reynoso Gomez, Lorenzo E | 9788 | | Hourly Pay-direct Laborer | ST | | | 8.00 | | | | | | 8.00 | 22.00 | 176.00 | 26.62 | 0.00 | 74358374 | 1,210.00 | 73.35 | 17.16 | 26.00 | 0.00 | 26.82 | 143.33 | 1,066.67 |
| | | | | | OT | | | 1.00 | | | | | 9.00 | 1.00 | 33.00 | 33.00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting 25-502 Van Alstyne Water Tower | **Project No. or Contract No.** | 243696 | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC |
| **Project Location** | Van Alstyne Water Tower Alstyne TX | Van **Certified Payroll No.** | 2 | **Certifying Official's Name and Title** | Diane Cooper, Treasurer |
| **Week Ending Date** | 12 19 2025 | | | | |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☒ The payroll information submitted with the statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract
- ☒ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor
- ☒ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form

| Apprenticeship Program Name | Registered | Name of Labor Classification |
|---|---|---|

- ☒ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

| Name of Worker | FB Name: Health Ins -company paid<br>FB Type: Health Insurance<br>Plan No | ☒ Funded | ☐ Unfunded | TOTAL HOURLY CREDIT |
|---|---|---|---|---|
| 1-Craig, Ethan A | Hourly Rate | | 0 | 0 |
| 2-Cumby, Larry G | Hourly Rate | | 0 | 0 |
| 3-Hernandez, Alonzo A | Hourly Rate | | 0 118 | 0 118 |
| 4-Lackey, William B | Hourly Rate | | 3 177 | 2 4878 |
| 5-Ocampo Benitez, Pablo | Hourly Rate | | 0 | 0 |
| 6-Pizana, Andres | Hourly Rate | | 0 | 0 |
| 7 Popoca, Luis | Hourly Rate | | 0 498 | 0 498 |
| 8-Popoca, Simplicio H | Hourly Rate | | 3 354 | 3 354 |
| 9-Reynoso Gomez, Lorenzo | Hourly Rate | | 3 327 | 3 327 |

- ☒ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissable deductions as defined in 29 CFR part 3

Additional Remarks: Employee deductions can include their 401K deferrals, child support, and employee loans or advances. The fringe benefit credit is based on a 40 hour work week, no overtime. So the fringe credit is only applied to straight time.

A standard Safe Harbor 401K match is made after year end to participants in the 401K, with 100% match of the first 3% deferred and 50% match of the next 2% deferred.

Signature of Certifying Official: Diane Cooper Date: 1 5 2026 Telephone Number: (972)723-1180 Email Address: DZCooper@nema3electric.com

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION(SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE). AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST

# Certified Payroll Report

☑ Submission of Final DBRA Certified Payroll Form ☐ Prime Contractor ☒ Sub Contractor

| | | | |
|---|---|---|---|
| **Project Name** | Musco Sports Lighting 25-502 Van Alstyne Wate | **Project No. or Contract No.** | 243698 |
| **Project Location** | Van Alstyne Water Tower<br>Van Alstyne, TX | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC |
| **Wage Determination No.** | TX20250019 | **Sub Contractor Address** | 4181 OLD HWY 67 N MIDLOTHIAN, TX 76065 |

**Certified Payroll No.** 3

**Week Ending Date** 12/23/2025

| Worker Entry No. | Worker Name | Worker Identifying No. | (J) Journeyworker/ (RA) Registered Apprentice | Labor Classification | Pay Type | Hours Worked by Day Wed 17 | Thu 18 | Fri 19 | Sat 20 | Sun 21 | Mon 22 | Tue 23 | Total Hours Worked for the Week | Paid Hours on Check | Hourly Wage Rate Paid for ST, OT and DT | Gross Amt Earned | Total Fringe Benefit Credit | Payment in Lieu of Fringe Benefits | Check Number | Gross Amt Earned for All Work | Deduction for All Work: Social Security | Medicare | Federal Tax | State Tax | Other(Must Specify and see Instructions) | Total Deduction | Net Payment to Worker for All Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Craig, Ethan A | 7774 | | Hourly Pay direct Laborer | ST | 10 00 | 10 00 | | | | | | | 20 00 | | 400 00 | 0 00 | 0 00 | 74374699 | 760 00 | 48 36 | 11 31 | 54 00 | 0 00 | 0 00 | 113 67 | 666 33 |
| | | | | | OT | | | | | | | | 20 00 | | 20 00 | | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Pizana, Andres | 5154 | J | Hourly Pay-direct Electrician | ST | 8 00 | 8 00 | | | | | | | 16 00 | 29 50 | 472 00 | 0 00 | 0 00 | 74374700 | 1,622 50 | 100 59 | 23 52 | 39 00 | 0 00 | 32 45 | 195 56 | 1,426 94 |
| | | | | | OT | 2 00 | 2 00 | | | | | | 20 00 | 4 00 | 44 25 | 177 00 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Popoca, Simplicio H | 6302 | | Hourly Pay direct Laborer | ST | 8 00 | | | | | | | | 8 00 | 34 00 | 272 00 | 26 83 | 0 00 | 74374726 | 1,666 00 | 99 85 | 23 35 | 105 00 | 0 00 | 138 86 | 367 06 | 1,298 94 |
| | | | | | OT | 1 50 | | | | | | | 9 50 | 1 50 | 51 00 | 76 50 | | | | | | | | | | | |
| | | | | | DT | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Project Name** | Musco Sports Lighting 25 502 Van Alstyne Water Tower | **Project No. or Contract No.** | 243698 | **Sub Contractor's Business Name** | NEMA 3 ELECTRICAL CONTRACTORS INC |
| **Project Location** | Van Alstyne Water Tower<br>Van Alstyne TX | **Certified Payroll No.** | 3 | **Certifying Official's Name and Title** | Diane Cooper Treasurer |
| **Week Ending Date** | 12/27/2025 | | | | |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☑ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers (including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program) are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☑ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☑ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

| Apprenticeship Program Name | Registered | Name of Labor Classification |
|---|---|---|

- ☑ Fringe benefits have been paid in cash and or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

| Name of Worker | FB Name<br>FB Type<br>Plan No | Health ins -company paid<br>Health Insurance<br>☑ Funded | ☐ Unfunded | TOTAL HOURLY CREDIT |
|---|---|---|---|---|
| 1-Craig, Ethan A | Hourly Rate | 0 | | 0 |
| 2-Przana, Andras | Hourly Rate | 0 | | 0 |
| 3-Popoca, Simonco H | Hourly Rate | 3.354 | | 3.354 |

- ☑ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

Additional Remarks. Employee deductions can include their insurance, 401K deferrals, child support, and employee loans or advances. The fringe benefit credit is based on a 40 hour work week, no overtime. So the fringe credit is only applied to straight time.
A standard Safe Harbor 401K match is made after year end to participants in the 401K, with 100% match to the first 3% deferred and 50% match to the next 2% deferred.

Signature of Certifying Official: Diane Cooper Date: 1.8.2026 Telephone Number: (972)723-1180 Email Address: DZCooper@nema3electric.com

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE, AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

Docusign Envelope ID: 523410EF-E21B-424E-90D6-BF208FD3924D

# CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: March 30, 2026

Project: TWDB 62900; GTUA: Van Alstyne 750,000 Gal Elevated Storage Tank

Owner: City of Van Alstyne

Contractor: Landmark Structures 1, Inc.

Date of Contract: December 19, 2023

Date of Project Completion: December 19, 2025

Final Contract Amount: $ 4,452,804.50

The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of Two (2) year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of Two (2) year(s) from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

Contractor: Landmark Structures I, L.P.

By: Signed by: Pete McCollow F430D6D3591C41A...

Date: March 30, 2026

Attest: DocuSigned by: Serena Spencer 6A02043B050A4C2...

# AGENDA ITEM XXII

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **March 31, 2026**

**SUBJECT:** **AGENDA ITEM NO. XXII**

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

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION. LLC FOR THE CITY OF SHERMAN CROSSROADS WASTEWATER MAIN EXTENSION PROJECT AS COMPLETE AND AUTHORIZING CHANGE ORDER NO. 1.**

## ISSUE
Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Lynn Vessels Construction, LLC for the City of Sherman Crossroads Wastewater Main Extension Project as complete and authorizing Change Order No. 1.

## BACKGROUND
This project consisted of all work associated with the construction of approximately 5,900 linear feet SDR-26 and SDR -35 15-inch, 12-inch, and 8-inch sanitary sewer pipe by open cut. As well as installing fourteen (14) 4-foot diameter sanitary sewer manholes, and ten (10) 5-foot diameter sanitary sewer manholes. This wastewater extension will help provide service to the Crossroads Development from FM 1417 to the north side of West Travis Street.

## CONSIDERATIONS

Change Order No. 1 reduces the contract price by $46,671.33 to remove the owner's contingencies in the contract, resulting in a final contracted price of $1,378,166.82.

Lynn Vessels Construction, LLC. has completed the City of Sherman Crossroads Wastewater Main Extension Project. The City of Sherman Engineering Department completed the final inspection and has accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Lynn Vessels Construction, LLC.

## STAFF RECOMMENDATIONS
The Authority Staff recommend approving Change Order No. 1 and accepting the project as complete. The City of Sherman has accepted the project as complete.

## ATTACHED
Close out Documents
Change Order 1

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC, AS COMPLETE FOR THE CITY OF SHERMAN CROSSROADS WASTEWATER MAIN EXTENSION PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction, LLC, for the City of Sherman Crossroads Wastewater Main Extension Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Crossroads Wastewater Main Extension Project and found it to be complete.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with Lynn Vessels Construction, LLC, as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2026 by the following vote:

AYE: NAY: ABSTAIN:

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

_____
President

ATTEST:

_____
Secretary-Treasurer

Sherman
CLASSIC TOWN. BROAD HORIZON.

*Engineering Department*

03/31/2026

Lynn Vessels Construction, LLC
ATTN: Lance Wood
PO Box 1212
Sherman, Texas 75091

Re: Final Inspection, and Final Acceptance Letter
Crossroads Wastewater Main Extension, COS # 3108

Mr. Wood:

The City of Sherman Engineering Department completed the final inspection of the improvements for the above-mentioned project on October 17th, 2025. This project appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the infrastructure portion of the project.

This is an acceptance of the physical work and in no event shall this inspection or acceptance be deemed as a waiver by the City of Sherman, in any respect or degree, of any of the terms and provisions of the governing contract or any of the right under the contract in the event that you have failed to comply strictly with the terms and provisions thereof.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,
**City of Sherman**

Travis Overturf, P.E.
Project Manager

Cc Kristi Jenkins, Engineering Coordinator

**CERTIFICATE OF PROJECT COMPLETION**

---

Project: Crossroads Wastewater Main Extension Project

Date of Issuance: 03/17/2026

---

Owner: GTUA/ City of Sherman

Contractor: Lynn Vessels Construction, LLC

Engineer: Brockette Davis Drake, Inc.

---

This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

All specified work

To: Greater Texoma Utility Authority/City of Sherman
OWNER

And to Lynn Vessels Construction, LLC
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with Contract Documents on

10/17/2025
Date of Completion

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

RESPONSIBILTIES:

OWNER:

_____

_____

CONTRACTOR:

_____

_____

---

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

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

---

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

---

Executed by ENGINEER on March 17, 2026

Travis Overturf, P.E.
ENGINEER

By: _____

## AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this Affidavit as the owner, partner, or office as the case may be, of the contractor named below ("the Contractor") employed in connection with the construction project ("the Project") mentioned below.

In consideration for the full and final payment to the Contractor for all services in connection with the Project, the Contractor hereby releases and waives all liens and claims to liens which the Contractor may have on or affecting the Project or Project property as a result of the Contractor's contract(s) for the Project or for performing labor and/or furnishing materials that are in any way connected with any construction of any building(s) or improvement(s) for the Project whether on the Project property or elsewhere. The Contractor further certifies and warrants that all subcontractors of labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor and/or subcontractor have been paid.

1. LYNN VESSELS CONSTRUCTION, LLC.
(Print or type the firm or individual name of the Contractor)

2. P.O. BOX 1212 SHERMAN, TX 75091-1212
(Print or type the Contractor's address)

3. LYNN VESSELS
(Print or type the name of the person signing for the Contractor)

4. OWNER/MANAGER
(Print or type the position of the person signing for the Contractor)

5. Description of the Project (use an additional page, if necessary):

6. Date that the project was totally completed: 10/17/2025

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the Project has placed a material reliance on such information in directing final payment to the Contractor.

EXECUTED this 25th day of MARCH, 2026.

(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 25th day of MARCH, 2026.

Notary Public: Megan Mackay

My Commision Expires: 06/28/2027

MEGAN MACKAY
Notary ID #132070024
My Commission Expires
June 28, 2027

END OF AFFIDAVIT

# CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

| | |
|---|---|
| OWNER | X |
| ARCHITECT | ☐ |
| CONTRACTOR | ☐ |
| SURETY | ☐ |
| OTHER | ☐ |

Bond # 4480460

PROJECT: Crossroads Wastewater Main Extension

TO (Owner):
City of Sherman
317 S. Travis St
Sherman, TX 75090

CONTRACT FOR: Construction

CONTRACT DATE: 4/7/2025

CONTRACTOR:
Lynn Vessels Construction, LLC

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
SureTec Insurance Company
2103 CityWest Blvd., Suite 1300
Houston, TX 77042
, SURETY COMPANY,

on bond of
Lynn Vessels Construction, LLC
132 Comfort Way Dr
Sherman, TX 75092
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to
City of Sherman
317 S. Travis St
Sherman, TX 75090
, OWNER,

As set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 27th day of March, 2026.

SureTec Insurance Company
*Surety*

*Signature of authorized representative*

Attest:
*(Seal)* Eric Lesch, Witness

Felix Navejar, Attorney-in-Fact
*Name & Title*

AIA DOCUMENT G707 · CONSENT OF SURETY COMPANY TO FINAL PAYMENT · APRIL 1970 EDITION · AIA®
© 1970 · THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

Principal: Lynn Vessels Construction, LLC
Obligee: City of Sherman
Project: **Crossroads Wastewater Main Extension**

POA #: 4221029
**Bond #4480460**

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Eric Lesch, Melissa Lesch, Felix Navejar

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Million and 00/100 Dollars ($20,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of October , A.D. 2025 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Kelmig, President

State of Texas ss:
County of Harris

On this 13th day of October , A.D. 2025 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

_____
Chelsea Turner, Notary Public
My commission expires July 6, 2028

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of March , 2026 , A.D.

_____
M. Brent Beaty, Assistant Secretary

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.** 4221029
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.**

# CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 03/17/2026

Project: Crossroads Wastewater Main Extension Project

Owner: GTUA/ City of Sherman

Contractor: Lynn Vessels Construction, LLC

Date of Contract: 03/26/2025

Date of Project Completion: 10/17/2025

Final Contract Amount: $1,378,166.82

The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

ed for a period of

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK 1 year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of 1 year(s) from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

Contractor: Lynn Vessels Construction, LLC

By: _____

Date: 3/25/2026

Attest: _____

# PERIODIC ESTIMATE

Estimate No: 7 Sheet 1 of 4 Sheet(s)

Project Discription: Crossroads Wastewater Main Extension
Owner: GTUA
Address:
*Contractor:* Lynn Vessels Construciton, LLC.
*Address:* P.O. Box 1212
Telephone: 903.89.4300

| | |
|---|---|
| Original Contract Amount | $ 1,424,838.15 |
| Total Additions | |
| Total Deductions | $ 46,671.33 |
| Contract as Revised to Date | $ 1,378,166.82 |
| Total Amount of Work Done to Date | $1,378,166.82 |
| Materials on Hand | 0.00 |
| Total Work and Materials | $ 1,378,166.82 |
| Amount Retained (5) Percent | |
| Balance | $ 1,378,166.82 |
| Less Previous Payments | $1,300,964.98 |
| Amount Due This Application | $ 77,201.84 |

| | |
|---|---|
| Date of Contract Time | 4/7/2025 |
| Days allowed in Contract | 200 |
| Date of Substantial completion | 10/24/2025 |
| Date of Final Completion | 10/24/2025 |

Contractor's Certificaton:

I LANCE WOOD, the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said acount is just, correct, due, and according

CLAIMANT: Lynn Vessels Construction, LLC

By: [signature]

Subscribed and sworn to before me April 14 2026

My commission Expires: 06/28/2027

Notary Public: Megan Mackay

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.

4/14/26
Date

By: [signature]
ENGINEER

Date

GTUA

4/14/26
Date

[signature]
INSPECTOR

MEGAN MACKAY
Notary ID #132070024
My Commission Expires
June 28, 2027

Sherman
CLASSIC TOWN. BROAD HORIZON.

**Pay Request No.** 7(Seven) FINAL **From:** 1/10/26 **To:** 2/1/2026
**Name of Contractor:** Lynn Vessels Construction,LLC
**Owner's Address:** PO Box 1212, Sherman, TX 75091
**Engineer:** City of Sherman
**Engineer's Address:** 220 W. Mulberry, Sherman, TX 75091
**Project Name:** Crossroads Wasterwater Main Extension
**Project Number:** 3108
**Contract Price (Including Change Order 1):** $1,378,166.82

| Item No. | Description of Item | Original Bid Quantity | Unit | Original Bid Unit Price | Quantity Completed This Month | Total Quantity Completed | Total Value Completed |
|---|---|---|---|---|---|---|---|
| **Crossroads Wastewater Main Extension** | | | | | | | |
| 1 | Mobilization, Bonds & Insurance @ Maximum 5% of Total Bid | 1 | LS | $ 47,000.00 | | 1 | 47,000.00 |
| 2 | Right-of-Way Preparation | 57 | STA | $ 300.00 | | 57.00 | 17,100.00 |
| 3 | Furnish & Install 8-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep | 92 | LF | $ 75.65 | | 80 | 6,052.00 |
| 4 | Furnish & Install 8-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep | 122 | LF | $ 87.25 | | 77 | 6,718.25 |
| 5 | Furnish & Install 12-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep | 1,067 | LF | $ 90.40 | | 1087 | 98,264.80 |
| 6 | Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | 525 | LF | $ 97.00 | | 525 | 50,925.00 |
| 7 | Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep | 1,025 | LF | $ 102.00 | | 1,025 | 104,550.00 |
| 8 | Furnish & Install 15-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep | 100 | LF | $ 105.70 | | 100 | 10,570.00 |
| 9 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | 962 | LF | $ 114.40 | | 962 | 110,052.80 |
| 10 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep | 855 | LF | $ 118.23 | | 855 | 101,086.65 |
| 11 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 20 to 25 ft. Deep | 900 | LF | $ 130.00 | | 900 | 117,000.00 |
| 12 | Furnish & Install 12-Inch SDR 26 PVC, By Method Other Than Open Cut | 260 | LF | $ 108.00 | | 260 | 28,080.00 |
| 13 | Furnish & Install 15-Inch SDR 26 PVC, By Method Other Than Open Cut | 20 | LF | $ 115.00 | | 20 | 2,300.00 |
| 14 | Furnish & Install 4-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep | 5 | EA | $ 6,000.00 | | 5 | 30,000.00 |
| 15 | Furnish & Install 4-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep | 9 | EA | $ 7,000.00 | | 9 | 63,000.00 |
| 16 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep | 1 | EA | $ 9,000.00 | | 1 | 9,000.00 |
| 17 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep | 5 | EA | $ 12,250.00 | | 5 | 61,250.00 |
| 18 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 15 to 20 ft. Deep | 2 | EA | $ 16,000.00 | | 2 | 32,000.00 |
| 19 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 20 to 25 ft. Deep | 1 | EA | $ 22,000.00 | | 1 | 22,000.00 |
| 20 | Furnish & Install 5-ft. Diameter Wastewater Manhole with Interior Drop, 20 to 25 ft. Deep | 1 | EA | $ 23,000.00 | | 1 | 23,000.00 |
| 21 | Furnish & Install 24-Inch Steel Casing Pipe with Bore | 20 | LF | $ 591.22 | | 20 | 11,824.40 |
| 22 | Furnish & Install 21-Inch Steel Casing Pipe with Bore | 260 | LF | $ 576.77 | | 260 | 149,960.20 |
| 23 | Abandon Existing Manhole | 11 | EA | $ 1,450.00 | | 11 | 15,950.00 |
| 24 | Trench Safety | 5,928 | LF | $ 2.50 | 12.00 | 5,928 | 14,820.00 |
| 25 | Connect to Existing Wastewater Main | 3 | EA | $ 2,320.00 | | 3 | 6,960.00 |
| 26 | Construct Manhole over Existing Wastewater Main | 4 | EA | $ 2,900.00 | 3.00 | 4 | 11,600.00 |
| 27 | Erosion Control | 5,928 | LF | $ 3.00 | | 850 | 2,550.00 |
| 29 | Remove Erosion Control | 5,928 | LF | $ 0.50 | | | 0.00 |
| 30 | Construction Contingency Allowance | 1 | LS | $ 250,000.00 | | | 0.00 |
| **Construction Contingency Draws** | | | | | | | |

| Item No. | Description of Item | Original Bid Quantity | Unit | Original Bid Unit Price | Quantity Completed This Month | Total Quantity Completed | Total Value Completed |
|---|---|---|---|---|---|---|---|
| 6 | Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | -80 | LF | $ 97.00 | | (80) | (7,760.00) |
| 9 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | -110 | LF | $ 114.40 | | (110) | (12,584.00) |
| 12 | Furnish & Install 12-Inch SDR 26 PVC, By Method Other Than Open Cut | 80 | LF | $ 108.00 | | 80 | 8,640.00 |
| 13 | Furnish & Install 15-Inch SDR 26 PVC, By Method Other Than Open Cut | 110 | LF | $ 115.00 | | 110 | 12,650.00 |
| 21 | Furnish & Install 24-Inch Steel Casing Pipe with Bore | 190 | LF | $ 591.22 | | 190 | 112,331.80 |
| 1-CAA2 | Traffic Control for West Travis Lane Closure | 1 | LS | $ 4,524.00 | | 1 | 4,524.00 |
| 2-CAA2 | Stamped Traffic Control Plan | 1 | LS | $ 1,042.84 | | 1 | 1,042.84 |
| 3-CAA2 | Excavate and Relocate AT&T Phone Line | 60 | LF | $ 152.81 | | 60 | 9,168.60 |
| 4-CAA2 | Remove and Replace 5' Wide Concrete Sidewalk | 1 | LS | $ 4,715.40 | | 1 | 4,715.40 |
| 5-CAA2 | Cleanup/Restore ROW with Sod | 1 | LS | $ 5,491.32 | | 1 | 5,491.32 |
| 1-CAA3 | Core Manhole Add drop | 1 | EA | $ 2,000.00 | | 1 | 2,000.00 |
| 1-CAA4 | Remove and Relay 12" PVC | 596 | LF | $ 97.00 | | 596 | 57,812.00 |
| 2-CAA4 | Remove and Reset Manholes (with Testing) | 4 | EA | $ 2,900.00 | | 4 | 11,600.00 |
| 3-CAA4 | Add Depth 4' Manhole | 15 | VF | $ 464.00 | | 15 | 6,960.00 |
| 4-CAA4 | Restake to new grade | 596 | LS | $ 2.61 | | 596 | 1,555.56 |
| 5-CAA4 | Cleanup and Reseed | 1 | LS | $ 5,800.00 | | 1 | 5,800.00 |
| 6-CAA4 | Furnish and install 8" SDR 35 0-15 | 8 | LF | $ 75.65 | | 8 | 605.20 |
| | | | | | Total Contingency Draw | $ | 224,552.72 |
| | | | | | Contingency Balance | $ | 25,447.28 |
| | | | | | | | 1,378,166.82 |

| | |
|---|---|
| **Completed to Date:** | **$1,378,166.82** |
| **Stored Material:** | **$0.00** |
| **Completed and Stored to Date:** | **$1,378,166.82** |
| **Less 5% Retainage:** | |
| **Less Previous Payments:** | **$1,300,964.98** |
| **Amount Due This Application:** | **$77,201.84** |

Contractor certifies that to the best of its knowledge: 1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 3) title of all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

## STORED MATERIALS SUMMARY

| Description | Unit | Unit Value | Units in Storage | Value in Storage |
|---|---|---|---|---|
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |

# Change Order

**No. 1**

Date of Issuance: April 13, 2026

| | |
|---|---|
| Project: Crossroads Wastewater Main Extension | Project No.: 3108<br>Bid No.: 2024-07 |
| Owner: City of Sherman | Date of Contract: 7th April 2025 |
| Contractor: Lynn Vessels Construction, LLC | |

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

See attached Change Order #1 spreadsheet

**Justification:**

Level up change order for final closeout.

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price:<br>$1,424,838.15 | Original Contract Times:<br>Substantial completion days: 200<br>Substantial completion date: TBD |
| Increase from previously approved Change Orders No. 0 to No. 0:<br>$0 | Increase from previously approved Change Orders No. 0 to No. 0:<br>Substantial completion days: : 0<br>Substantial completion date: TBD |
| Contract Price prior to this Change Order:<br>$1,424,838.15 | Contract Times prior to this Change Order:<br>Substantial completion days: : 200<br>Substantial completion date: TBD |
| Increase of this Change Order:<br>($46,671.33) | Increase of this Change Order:<br>Substantial completion days: 0<br>Substantial completion date: TBD |
| Contract Price incorporating this Change Order:<br>$1,378,166.82 | Contract Times with all approved Change Orders:<br>Substantial completion days: : 200<br>Substantial completion date: TBD |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Date: _____ | Date: 4/14/26 | Date: 4/13/2026 |

Sherman
CLASSIC TOWN. BROAD HORIZON.

**Pay Request No.** 7(Seven) FINAL **From:** 1/10/26 **To:** 2/1/2026
**Name of Contractor:** Lynn Vessels Construction,LLC
**Owner's Address:** PO Box 1212, Sherman, TX 75091
**Engineer:** City of Sherman
**Engineer's Address:** 220 W. Mulberry, Sherman, TX 75091
**Project Name:** Crossroads Wasterwater Main Extension
**Project Number:** 3108
**Contract Price (Including Change Orders):** $1,424,838.15

| Item No. | Description of Item | Original Bid Quantity | Unit | Original Bid Unit Price | Quantity Completed This Month | Total Quantity Completed | Total Value Completed | Total $$ Used Or Not Used |
|---|---|---|---|---|---|---|---|---|
| **Crossroads Wastewater Main Extension** | | | | | | | | |
| 1 | Mobilization, Bonds & Insurance @ Maximum 5% of Total Bid | 1 | LS | $ 47,000.00 | | 1 | 47,000.00 | |
| 2 | Right-of-Way Preparation | 57 | STA | $ 300.00 | | 57.00 | 17,100.00 | |
| 3 | Furnish & Install 8-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep | 92 | LF | $ 75.65 | | 80 | 6,052.00 | $ (907.80) |
| 4 | Furnish & Install 8-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep | 122 | LF | $ 87.25 | | 77 | 6,718.25 | $ (3,926.25) |
| 5 | Furnish & Install 12-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep | 1,067 | LF | $ 90.40 | | 1087 | 98,264.80 | $ 1,808.00 |
| 6 | Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | 525 | LF | $ 97.00 | | 525 | 50,925.00 | |
| 7 | Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep | 1,025 | LF | $ 102.00 | | 1,025 | 104,550.00 | |
| 8 | Furnish & Install 15-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep | 100 | LF | $ 105.70 | | 100 | 10,570.00 | |
| 9 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | 962 | LF | $ 114.40 | | 962 | 110,052.80 | |
| 10 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep | 855 | LF | $ 118.23 | | 855 | 101,086.65 | |
| 11 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 20 to 25 ft. Deep | 900 | LF | $ 130.00 | | 900 | 117,000.00 | |
| 12 | Furnish & Install 12-Inch SDR 26 PVC, By Method Other Than Open Cut | 260 | LF | $ 108.00 | | 260 | 28,080.00 | |
| 13 | Furnish & Install 15-Inch SDR 26 PVC, By Method Other Than Open Cut | 20 | LF | $ 115.00 | | 20 | 2,300.00 | |
| 14 | Furnish & Install 4-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep | 5 | EA | $ 6,000.00 | | 5 | 30,000.00 | |
| 15 | Furnish & Install 4-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep | 9 | EA | $ 7,000.00 | | 9 | 63,000.00 | |
| 16 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep | 1 | EA | $ 9,000.00 | | 1 | 9,000.00 | |
| 17 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep | 5 | EA | $ 12,250.00 | | 5 | 61,250.00 | |
| 18 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 15 to 20 ft. Deep | 2 | EA | $ 16,000.00 | | 2 | 32,000.00 | |
| 19 | Furnish & Install 5-ft. Diameter Wastewater Manhole, 20 to 25 ft. Deep | 1 | EA | $ 22,000.00 | | 1 | 22,000.00 | |
| 20 | Furnish & Install 5-ft. Diameter Wastewater Manhole with Interior Drop, 20 to 25 ft. Deep | 1 | EA | $ 23,000.00 | | 1 | 23,000.00 | |
| 21 | Furnish & Install 24-Inch Steel Casing Pipe with Bore | 20 | LF | $ 591.22 | | 20 | 11,824.40 | |
| 22 | Furnish & Install 21-Inch Steel Casing Pipe with Bore | 260 | LF | $ 576.77 | | 260 | 149,960.20 | |
| 23 | Abandon Existing Manhole | 11 | EA | $ 1,450.00 | | 11 | 15,950.00 | |
| 24 | Trench Safety | 5,928 | LF | $ 2.50 | 12.00 | 5,928 | 14,820.00 | |
| 25 | Connect to Existing Wastewater Main | 3 | EA | $ 2,320.00 | | 3 | 6,960.00 | |
| 26 | Construct Manhole over Existing Wastewater Main | 4 | EA | $ 2,900.00 | 3.00 | 4 | 11,600.00 | |
| 27 | Erosion Control | 5,928 | LF | $ 3.00 | | 850 | 2,550.00 | $ (15,234.00) |
| 29 | Remove Erosion Control | 5,928 | LF | $ 0.50 | | | 0.00 | $ (2,964.00) |
| 30 | Construction Contingency Allowance | 1 | LS | $ 250,000.00 | | | 0.00 | |
| **Construction Contingency Draws** | | | | | | | | |
| 6 | Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | -80 | LF | $ 97.00 | | (80) | (7,760.00) | |
| 9 | Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep | -110 | LF | $ 114.40 | | (110) | (12,584.00) | |
| 12 | Furnish & Install 12-Inch SDR 26 PVC, By Method Other Than Open Cut | 80 | LF | $ 108.00 | | 80 | 8,640.00 | |
| 13 | Furnish & Install 15-Inch SDR 26 PVC, By Method Other Than Open Cut | 110 | LF | $ 115.00 | | 110 | 12,650.00 | |
| 21 | Furnish & Install 24-Inch Steel Casing Pipe with Bore | 190 | LF | $ 591.22 | | 190 | 112,331.80 | |

| Item No. | Description of Item | Original Bid Quantity | Unit | Original Bid Unit Price | Quantity Completed This Month | Total Quantity Completed | Total Value Completed | Total $$ Used Or Not Used |
|---|---|---|---|---|---|---|---|---|
| 1-CAA2 | Traffic Control for West Travis Lane Closure | 1 | LS | $ 4,524.00 | | 1 | 4,524.00 | |
| 2-CAA2 | Stamped Traffic Control Plan | 1 | LS | $ 1,042.84 | | 1 | 1,042.84 | |
| 3-CAA2 | Excavate and Relocate AT&T Phone Line | 60 | LF | $ 152.81 | | 60 | 9,168.60 | |
| 4-CAA2 | Remove and Replace 5' Wide Concrete Sidewalk | 1 | LS | $ 4,715.40 | | 1 | 4,715.40 | |
| 5-CAA2 | Cleanup/Restore ROW with Sod | 1 | LS | $ 5,491.32 | | 1 | 5,491.32 | |
| 1-CAA3 | Core Manhole Add drop | 1 | EA | $ 2,000.00 | | 1 | 2,000.00 | |
| 1-CAA4 | Remove and Relay 12" PVC | 596 | LF | $ 97.00 | | 596 | 57,812.00 | |
| 2-CAA4 | Remove and Reset Manholes (with Testing) | 4 | EA | $ 2,900.00 | | 4 | 11,600.00 | |
| 3-CAA4 | Add Depth 4' Manhole | 15 | VF | $ 464.00 | | 15 | 6,960.00 | |
| 4-CAA4 | Restake to new grade | 596 | LS | $ 2.61 | | 596 | 1,555.56 | |
| 5-CAA4 | Cleanup and Reseed | 1 | LS | $ 5,800.00 | | 1 | 5,800.00 | |
| 6-CAA4 | Furnish and install 8" SDR 35 0-15 | 8 | LF | $ 75.65 | | 8 | 605.20 | |
| | | | | | Total Contingency Draw | $ | 224,552.72 | $ (21,224.05) |
| | | | | | Contingency Balance | $ | 25,447.28 | $ (25,447.28) |
| | | | | | | | 1,378,166.82 | (46,671.33) |

| | | |
|---|---|---|
| Completed to Date: | $1,378,166.82 | $1,378,166.82 |
| Stored Material: | $0.00 | |
| Completed and Stored to Date: | $1,378,166.82 | |
| Less 5% Retainage: | | |
| Less Previous Payments: | $1,300,964.98 | |
| Amount Due This Application: | $77,201.84 | |

Contractor certifies that to the best of its knowledge: 1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 3) title of all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

# AGENDA ITEM XXIII

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **April 9, 2026**

**SUBJECT:** **AGENDA ITEM NO. XXIII**

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

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH GARNEY COMPANIES INC., FOR THE CITY OF SHERMAN 36" WEST WATER MAIN AND CONCENTRATE DISCHARGE PROJECT AS COMPLETE AND AUTHORIZING CHANGE ORDER NO. 2.**

## ISSUE
Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Garney Companies Inc., for the City of Sherman 36" West Water Main and Concentrate Discharge Project as complete and authorizing Change Order No. 2.

## BACKGROUND
The City of Sherman completed a major infrastructure improvements program to meet the rapidly growing needs of its industrial, commercial, and residential users. Key infrastructure projects were successfully delivered in advance of 2025 to support planned industrial expansion, including the expansion of the water treatment plant, construction of a new pump station, installation of transmission pipelines, development of an elevated storage tank, and expansion of the wastewater treatment plant.

GTUA and the City of Sherman selected Garney as Construction Manager At Risk (CMAR) for the project, and the installation of a new 36-inch diameter water main was successfully completed. The pipeline extends from the water treatment plant through the western portion of the City to the southern portion, enhancing system capacity and reliability.

## CONSIDERATIONS
Change Order No. 2 reduces the contract price by $3,965,550.52 to revise the final contract value, resulting in a final contracted price of $79,082,934.80.

Garney Companies Inc. has completed the City of Sherman 36" West Water Main and Concentrate Discharge Project. The City of Sherman Engineering Department completed the final inspection and has accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Garney Companies Inc.

## STAFF RECOMMENDATIONS
The Authority Staff recommend approving Change Order No. 2 and accepting the project as complete. The City of Sherman has accepted the project as complete.

## ATTACHED
Close out Documents
Change Order 2

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **April 9, 2026**

**SUBJECT:** **AGENDA ITEM NO. XXIII**

**PREPARED BY: Stacy Patrick, Sr. Project Manager**
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## STAFF RECOMMENDATIONS
The Authority Staff recommend approving Change Order No. 2 and accepting the project as complete. The City of Sherman has accepted the project as complete.

## ATTACHED
Close out Documents
Change Order 2

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH GARNEY COMPANIES, INC., AS COMPLETE FOR THE CITY OF SHERMAN 36" WEST WATER MAIN PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Garney Companies, Inc., for the City of Sherman 36" West Water Main Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman 36" West Water Main 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 Garney Companies, Inc., as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2026 by the following vote:

AYE: NAY: ABSTAIN:

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

_____
President

ATTEST:

_____
Secretary-Treasurer

Sherman
CLASSIC TOWN. BROAD HORIZON.

*Engineering Department*

04/08/2026

Garney Construction
ATTN: Andrew Beck
7850 Collin Mckinney Parkway, STE 110
McKinney, Texas 75070

Re: Final Acceptance Letter
36-Inch West Sherman Water Main, COS # 1506-U

Mr. Beck:

The City of Sherman Engineering Department completed the final inspection of the improvements for the above-mentioned project. This project appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the infrastructure portion of the project.

This is an acceptance of the physical work and in no event shall this inspection or acceptance be deemed as a waiver by the City of Sherman, in any respect or degree, of any of the terms and provisions of the governing contract or any of the right under the contract in the event that you have failed to comply strictly with the terms and provisions thereof.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,
**City of Sherman**

Travis Overturf, P.E.

Sherman
CLASSIC TOWN. BROAD HORIZON.

*Engineering Department*

December 10, 2025

Garney Companies
ATTN: Kyle Puskas – Project Manager
3360 FN 2933
McKinney, Texas 75071

Re: Final Inspection, and Final Acceptance Letter
City of Sherman WTP Concentrate Discharge Pump Station Bid Package 1.01, 1.02, & 2.01, COS #1521-U, GTUA 70368-02

Mr. Puskas:

The City of Sherman Engineering Department completed the final inspection of the improvements for the above mentioned project with **punch list being completed on December 9, 2025**. This project appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the construction of the project.

This is an acceptance of the physical work and in no event shall this inspection or acceptance be deemed as a waiver by the City of Sherman, in any respect or degree, of any of the terms and provisions of the governing contract or any of the right under the contract in the event that you have failed to comply strictly with the terms and provisions thereof.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,
**City of Sherman**

Thom Smith P.E.

Utility Engineer
City of Sherman

Cc Dwight LaGrone, GIS Manager
Jerry Pace, GIS Technician II
Kristi Jenkins, Engineering Coordinator
File

## AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this Affidavit as the owner, partner, or office as the case may be, of the contractor named below ("the Contractor") employed in connection with the construction project ("the Project") mentioned below.

In consideration for the full and final payment to the Contractor for all services in connection with the Project, the Contractor hereby releases and waives all liens and claims to liens which the Contractor may have on or affecting the Project or Project property as a result of the Contractor's contract(s) for the Project or for performing labor and/or furnishing materials that are in any way connected with any construction of any building(s) or improvement(s) for the Project whether on the Project property or elsewhere. The Contractor further certifies and warrants that all subcontractors of labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor and/or subcontractor have been paid.

1. Garney Companies, Inc.
(Print or type the firm or individual name of the Contractor)

2. 1700 Swift Street, Suite 200, North Kansas City, MO 64116
(Print or type the Contractor's address)

3. Andrew Beck
(Print or type the name of the person signing for the Contractor)

4. Regional Operations Manager
(Print or type the position of the person signing for the Contractor)

5. Description of the Project (use an additional page, if necessary):

6. Date that the project was totally completed: 3/31/2026

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the Project has placed a material reliance on such information in directing final payment to the Contractor.

EXECUTED this 2nd day of April, 2026.

(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 2nd day of April, 2026.

Notary Public: Dorothy Narido

My Commision Expires: 10/12/2029

END OF AFFIDAVIT

DOROTHY NARIDO
Notary Public, State of Texas
Comm. Expires 10-12-2029
Notary ID 133386110

4/2/26

# CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Bond No. 30199192 / 674220705

PROJECT: City of Sherman - Major Infrastructure Improvements Program - 36-Inch West Sherman Water Main CMAR

CONTRACT DATE:

OWNER: City of Sherman, TX

CONTRACTOR: Garney Companies, Inc. (Job No. 7428)

---

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

The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606
(Bond No. 30199192)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(Bond No. 674220705)

, SURETY COMPANY,

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

Garney Companies, Inc.
1700 Swift Street, Suite 200
North Kansas City, MO 64116

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name of Owner)

City of Sherman
220 W. Mulberry Street
Sherman, TX 75091

, OWNER,

as set forth in the said Surety Company's Bond No. 30199192 / 674220705, dated _____

IN WITNESS WHEREOF,
the Surety Company has hereunto se its hand this 2nd day of April, 2026,

The Continental Insurance Company / Liberty Mutual insurance Company
Surety Company

By: _____
Signature of Authorized Representative

K. Zerounian, Attorney-In-Fact
Title

~~Attest~~

(S E A L)

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco )

On April 2, 2026 before me, Janet C. Rojo, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANET C. ROJO
Notary Public - California
San Francisco County
Commission # 2536962
My Comm. Expires Nov 17, 2029

Signature _____ (Seal)

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**M Moody, Susan Hecker, K Zerounian, Tina K Nierenberg, Janet C Rojo, Betty L Tolentino, Maureen O'Connell, Brian F Cooper, Robert P Wrixon, Julia Ortega, Virginia L Black, Kevin Re, Brittany Kavan, Thuyduong Le, Misty R Hemje, Shawndrae N Johnston, Maria D Reynoso, Forrest Chamberlain, Harold Foy, Salina Ko, Individually**

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of February, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 10th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of April, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215826 - 024125**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Fnu Yilan, Forrest Chamberlain, Harold Foy, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M.Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Salina Ko, Shawndrae N. Johnston, Susan Hecker, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 2nd day of April, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# CERTIFICATE OF PROJECT COMPLETION

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Project: City of Sherman Concentrate Discharge Pump Station

Date of Issuance: February 19, 2026

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Owner: City of Sherman

Contractor: Garney Companies

Engineer: Pape-Dawson Engineers, LLC

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This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

All specified work

To: Greater Texoma Utility Authority/City of Sherman
OWNER

And to Garney Companies
CONTRACTOR

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The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with Contract Documents on

10 December 2025
Date of Completion

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

RESPONSIBILTIES:

OWNER: Security, operation, safety, maintenance and utilities

CONTRACTOR: Warranties and guarantees

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This project was performed as an added Modification to the 36-inch West Sherman Water Main CMAR work. Final Payment Estimate, Contractor's Guarantee, and Consent of Surety are to be combined with the 36-inch West Sherman Water Main project upon completion.

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

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Executed by ENGINEER on February 19, 2026.

Pape-Dawson Engineers, LLC
ENGINEER

By:_____

**CERTIFICATE OF PROJECT COMPLETION**

Project: Construction Plans for 36-Inch West Sherman Water Main

Date of Issuance: 11/30/2022

Owner: City of Sherman on behalf of GTUA

Contractor: Garney Companies, Inc.

Engineer: Freese and Nichols

This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

All specified work

To: Greater Texoma Utility Authority/City of _____
OWNER

And to Garney Companies, Inc.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and the WORK has been constructed in according to the approved plans and specifications and Construction practices and sound engineering principles.

12/9/2025
Date of Completion

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

RESPONSIBILTIES:

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

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

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

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

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

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Executed by ENGINEER on April 2nd, 2026.



By: Caleb Word

CONTRACTOR'S CERTIFICATION AND WARRANTY/GUARANTEE STATEMENT

Date: 4/1/2026

Project: Construction Plans for 36-Inch West Sherman Water Main

Owner: City of Sherman on behalf of GTUA

Contractor: Garney Companies, Inc.

Date of Contract: 11/30/2022

Date of Project Completion: 12/9/2025

Final Contract Amount: $79,082,943.80

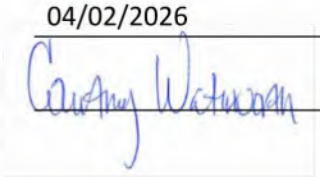
The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of TWO year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of TWO year(s) from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect throughout the guarantee period.

Contractor: Garney Companies, Inc.

By:  William D. Williams, Executive Vice President

Date: 04/02/2026

Attest:  Courtney Waterworth, Assistant Secretary

# GREATER TEXOMA UTILITY AUTHORITY

5100 Airport Drive
Denison TX 75020
Ph. (903) 786-4433
Fax (903) 786-8211
gtua@gtua.org

STATEMENT:

The complete set of “As Built Drawings” was received on 04/02/2026.

Caleb Word 04/02/2026
Date

Owner Signature Date

| | | | |
|---|---|---|---|
| **Project** | 36-Inch West Sherman Water Main | **Project Number** | |
| **Owner** | City of Sherman | | |
| **Contractor** | Garney Construction | | |
| **CMAR** | Garney Construction | | |
| **Engineer** | Freese & Nichols | | SHM22330 |

*The Work performed under this Contract was deemed to be complete in accordance with the Contract Documents by authorized representatives of the Owner's Project Team on the date indicated below and is ready for final payment. Contractor waives claims and rights against Owner by accepting final payment with the exception of those Claims made in accordance with the provisions of the Contract and as specifically noted in this Certificate of Final Completion.*

**The Work was complete and ready for Final Payment as of this date** **March 31, 2026**

For this certification, only the following packages are included:

- Segment 1 of the 36-Inch West Sherman Water Main and all interconnected portions.

Outstanding Claims made in accordance with the General Conditions are listed below:

- No pending items.

**Recommended by Design Professional**

Caleb Word — 03/31/2026

*Name* *Date*

**Recommended by Construction Manager**

[signature] — 04/01/2026

*Name* *Date*

**Accepted by Contractor**

*Name* *Date*

**Approved by Owner**

*Name* *Date*

**Certificate of Final Completion**

| | | |
|---|---|---|
| **Project** | 36-Inch West Sherman Water Main | **Project Number** |
| **Owner** | City of Sherman | |
| **Contractor** | McKee Construction | |
| **CMAR** | Garney Construction | |
| **Engineer** | Freese & Nichols | SHM22330 |

*The Work performed under this Contract was deemed to be complete in accordance with the Contract Documents by authorized representatives of the Owner's Project Team on the date indicated below and is ready for final payment. Contractor waives claims and rights against Owner by accepting final payment with the exception of those Claims made in accordance with the provisions of the Contract and as specifically noted in this Certificate of Final Completion.*

**The Work was complete and ready for Final Payment as of this date** **October 6, 2025**

For this certification, only the following packages are included:

- Segment 2 of the 36-Inch West Water Main and all interconnected portions.

Outstanding Claims made in accordance with the General Conditions are listed below:

- No pending items.

| **Recommended by Design Professional** | | **Recommended by Construction Manager** | |
|---|---|---|---|
| Name | Date: 10/6/2025 | Name | Date |
| **Accepted by Contractor** | | **Approved by Owner** | |
| Name | Date: 10/6/25 | Name | Date |

| | | | |
|---|---|---|---|
| **Project** | 36-Inch West Sherman Water Main | **Project Number** | |
| **Owner** | City of Sherman | | |
| **Contractor** | Garney Construction | | |
| **CMAR** | Garney Construction | | |
| **Engineer** | Freese & Nichols | | SHM22330 |

*The Work performed under this Contract was deemed to be complete in accordance with the Contract Documents by authorized representatives of the Owner's Project Team on the date indicated below and is ready for final payment. Contractor waives claims and rights against Owner by accepting final payment with the exception of those Claims made in accordance with the provisions of the Contract and as specifically noted in this Certificate of Final Completion.*

**The Work was complete and ready for Final Payment as of this date October 17, 2025**

For this certification, only the following packages are included:

- Segment 3 of the 36-Inch West Sherman Water Main and all interconnected portions.

Outstanding Claims made in accordance with the General Conditions are listed below:

- No pending items.

| | | | |
|---|---|---|---|
| **Recommended by Design Professional** | | **Recommended by Construction Manager** | |
| | 10/21/2025 | | 10/22/2025 |
| *Name* | *Date* | *Name* | *Date* |
| **Accepted by Contractor** | | **Approved by Owner** | |
| | 10/22/2025 | | |
| *Name* | *Date* | *Name* | *Date* |

| | | | |
|---|---|---|---|
| **Project:** | 36 Inch W. Sherman Water Main | **Project Number:** | |
| **Owner:** | GTUA- City of Sherman | | |
| **Contractor:** | Garney Companies -CMAR | | |
| **Engineer:** | Freese and Nichols Inc. | | |

**Contract Amendment No.:** 20 **Effective Date of the Contract:**

**Make the following modifications to the Contract Documents:**

Issue a deductive Change Order No. 2 to revise the final contract value and adjust the overall project duration.

*This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.*

| | | |
|---|---|---|
| **a** | **Original Contract Price** | $588,598.00 |
| **b** | **Previously Approved Change Order Amounts** | $82,459,887.32 |
| **c** | **Adjusted Contract Price ( a + b )** | $83,048,485.32 |
| **d** | **Change Order Amount** | ($-3,965,550.52) |
| **e** | **Revised Contract Price ( c + d )** | $79,082,934.80 |
| **f** | **Percent Change to Date** | % |
| **g** | **Change in Days this Contract Amendment** | 336 days |

| **Completion Dates:** | | **Original** | | **Previous** | | **Current** |
|---|---|---|---|---|---|---|
| **Substantial Completion** | **h** | 6/30/24 | **i** | 2/14/25 | **j** | 10/15/25 |
| **Final Completion** | **k** | 12/31/24 | **l** | 4/15/25 | **m** | 4/1/26 |

**Recommended by:** Design Engineer

Caleb Word — 04/07/2026

*Name* *Date*

**Approved by:** Garney Companies

04/06/26

*Name* *Date*

**Approved by:** GTUA

*Name* *Date*

**Recommended by:** Program manager

04/07/2026

*Name* *Date*

**Approved by:** City of Sherman

04/08/2026

*Name* *Date*

# PERIODIC ESTIMATE

Estimate No: 27 Sheet 1 of 14 Sheet(s)

| | | |
|---|---|---|
| Project Discription: | 36" W. Sherman Water Main | Project Number |
| Owner: | Greater Texoma Utility Authority (GTUA) | 1505-U |
| Address: | 5100 Airport Dr, Denison, TX 75020 | |
| *Contractor:* | Garney Companies Inc. | 7429 |
| *Address:* | 361 CR4965 Leonard, TX 75452 | |
| Telephone: | (719) 423-0200 | |
| *Engineer:* | Freese and Nicholes Inc. | |
| *Address:* | 801 Cherry St. suite 2800 , Fort Worth TX 76102 | |
| Telephone: | (817) 735-7300 | |

| | |
|---|---|
| Original Contract Amount | $ 588,598.00 |
| Total Additions | $ 82,459,887.32 |
| Total Deductions | |
| Contract as Revised to Date | $ 83,048,485.32 |
| Total Amount of Work Done to Date | $ 79,082,934.80 |
| Materials on Hand | $ - |
| Total Work and Materials | $ 79,082,934.80 |
| Amount Retained (5) Percent | $ - |
| Balance | $ 79,082,934.80 |
| Less Previous Payments | $ 77,613,754.31 |
| Amount Due This Application | $ 1,469,180.49 |

| | |
|---|---|
| Date of Contract Time Commencement | 2/16/2023 |
| Days allowed in Contract | 789 |
| Date of Substantial Completion | 2/14/2025 |
| Date of Final Completion | 4/15/2025 |

Contractor's Certificaton:

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

CLAIMANT:

By:

DOROTHY NARIDO
Notary Public, State of Texas
Comm. Expires 10-12-2029
Notary ID 133386110

Subscribed and sworn to before me 20

My commission expires

Notary Public: Dorothy Narido

3/17/26

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 | Inspector | 03/31/2026 Date | Engineer |
| 04/01/2026 Date | Program Manager | Date | City of Sherman |
| Date | GTUA | Date | |

| | | | |
|---|---|---|---|
| **Project:** | 36" W. Sherman Water Main | | **Project No.:** |
| **Owner:** | Greater Texoma Utility Authority / City of Sherman | | 1505-U |
| **Contractor:** | Garney Companies Inc. | | 7429 |
| **Engineer:** | Freese and Nicholes Inc. | | SHM22330 |

**Application No.:** 27 **Application Period from:** 11/20/25 **to:** 03/12/26

**Contract Time Summary**

| | | | | | |
|---|---|---|---|---|---|
| a | Date of Notice to Proceed | 02/16/23 | | | |
| b | Original days to Substantial Completion | 500 | c | Original Substantial Completion date | 06/30/24 |
| d | Original days to Final Completion | 684 | e | Original Final Completion date | 12/31/24 |
| f | Approved time extensions in days | 229 | | | |
| g | Current days to Substantial Completion | -396 | h | Current Substantial Completion date | 02/14/25 |
| i | Current days to Final Completion | -336 | j | Current Final Completion date | 04/15/25 |
| k | Days charged to date | 1,125 | | | |
| l | Days till Substantial Completion | (396) | m | Days till Final Completion | (336) |
| n | Current anticipated date of Substantial Completion | | | 2/14/2025 | |
| o | Days Substantial Completion is (ahead/behind) Schedule | | | 0 days (on schedule) | |
| p | Current scheduled date to Final Completion | | | 04/15/25 | |
| q | Days Final Completion is (ahead/behind) Schedule | | | 0 days (on schedule) | |

**Summary of Earned Value and Set offs**

| | | | |
|---|---|---|---|
| r | Original Contract Price | $ | 588,598.00 |
| s | Approved Contract Modifications | $ | 82,459,887.32 |
| t | Current Contract Price ( r + s ) | $ | 83,048,485.32 |
| u | Total Earned Value of Original Contract Performed as Shown on Attachment "A" | $ | 78,216,336.80 |
| v | Total Earned Value of Work on Approved Contract Modifications as Shown on Attacment B" | $ | 866,598.00 |
| x | Total Earned Value of Fees, Work and Materials ( u + v) | $ | 79,082,934.80 |
| y | Total Earned Value of Fees, Work and Materials from prior Application for Payment (x on prior application) | | 78,819,261.81 |
| z | Current Earned Value ( x - y ) | $ | 263,672.99 |
| aa | Amount Retained as Shown on Attachment "C" | $ | - |
| bb | Total Amount Retained from prior Application for Payment (aa on prior application) | | 1,218,691.15 |
| cc | Additional Retainage on current pay application ( aa - bb ) | $ | (1,218,691.15) |
| dd | Net Earned Value of Work and Materials ( x - aa ) | $ | 79,082,934.80 |
| ee | Net Earned Value of Work and Materials from prior Application for Payment (dd on prior application) | | 77,613,754.31 |
| ff | Balance Due for Net Earned Value of Work and Materials | $ | 1,469,180.49 |
| gg | Net Set-offs as Shown on Attachment "D" | $ | - |
| hh | Payment Due | $ | 1,469,180.49 |

***The undersigned Contractor certifies that all Work, including materials, covered by this Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.***

Contractor: Garney Companies, Inc.

Signature: _____ Date: _____

**Recommended for Payment by:**
Project Construction Manager

*Signature* *Date*

**Recommended for Payment by:**

*Signature* *Date*

**Project:** 36" W. Sherman Water Main
**Owner:** Greater Texoma Utility Authority / City of Sherman
**Contractor:** Garney Companies Inc.
**Engineer:** Freese and Nicholes Inc.

**Project No.:**
1505-U
7429
SHM22330

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

| (a) Item No. | (b) Description of Item | (c ) Installation or Materials | (d) Quantity Original Estimate | (e) Unit of Measure | (f) Unit Price | (g) Item Amount ( e X g ) | (h) Calc Method | (i) % / Qty/ Amt Previous Estimate | (j) % / Qty/ Amt This Estimate | (k) Earned Value this Estimate % ( h X k ) Units ( g X k ) Inv. Amt. (k) | (l) Total to Date ( j + k ) | (m) Earned Value to Date % ( h X m ) Units ( g X m ) Inv. Amt. (m) | (n) Percent Complete ( n / h ) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Butterfly and Transfer Valve** | | | | | | | | | | | | | |
| 1.02 | Transfer Valve | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 1.00 | INV | $ 216,300.00 | $ 216,300.00 | Units | 1.00 | | - | 1.00 | 216,300.00 | 100.00% |
| 1.02 | Butterfly Valve - 24" | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 8.00 | INV | $ 16,000.00 | $ 128,000.00 | Units | 8.00 | | - | 8.00 | 128,000.00 | 100.00% |
| 1.02 | Butterfly Valve - 30" | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 2.00 | INV | $ 28,000.00 | $ 56,000.00 | Units | 2.00 | | - | 2.00 | 56,000.00 | 100.00% |
| 1.02 | Butterfly Valve - 36" | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 24.00 | INV | $ 31,600.00 | $ 758,400.00 | Units | 24.00 | | - | 24.00 | 758,400.00 | 100.00% |
| **Combination Air Valve** | | | | | | | | | | | | | |
| 1.03 | Combination Air Valves - 3" | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 50.00 | INV | $ 1,651.60 | $ 82,580.00 | Units | 50.00 | | - | 50.00 | 82,580.00 | 100.00% |
| 1.03 | Combination Air Valves - 4" | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 2.00 | INV | $ 1,975.00 | $ 3,950.00 | Units | 2.00 | | - | 2.00 | 3,950.00 | 100.00% |
| 1.03 | Storage and Warehousing | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 1.00 | INV | $ 3,750.00 | $ 3,750.00 | Units | 0.60 | | - | 0.60 | 2,250.00 | 60.00% |
| **Construction Staking** | | | | | | | | | | | | | |
| 2.01 - 1 | Verification of Project Control | Installation | 1.00 | EA | $ 5,000.00 | $ 5,000.00 | Units | 1.00 | | - | 1.00 | 5,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.01 - 2 | Easement and Clearing Construction Staking | Installation | 82,500.00 | LF | $ 0.90 | $ 74,250.00 | Units | 82,500.00 | | - | 82,500.00 | 74,250.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.01 - 3 | Trenchless Installation Construction Staking | Installation | 20.00 | EA | $ 900.00 | $ 18,000.00 | Units | 20.00 | | - | 20.00 | 18,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.01 - 4 | As-built Data | Installation | 1.00 | LS | $ 12,000.00 | $ 12,000.00 | Units | 1.00 | | - | 1.00 | 12,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **Extra Work Items** | | | | | | | | | | | | | |
| EW-1 | Hourly Crew Rate for Field Construction Staking (4 hr. Minimum per Mobilization; CMAR Directed) | Installation | 250.00 | EA | $ 180.00 | $ 45,000.00 | Units | 221.27 | | - | 221.27 | 39,828.00 | 88.51% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **SWPPP** | | | | | | | | | | | | | |
| 2.02 - 1 | Storm Water Pollution Prevention Plan Development and Design | Installation | 1.00 | LS | $ 13,000.00 | $ 13,000.00 | Units | 1.00 | | - | 1.00 | 13,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.02 - 2 | Notice of Intent | Installation | 1.00 | LS | $ 250.00 | $ 250.00 | Units | 1.00 | | - | 1.00 | 250.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.02 - 3 | Installation of all SWPPP BMPs | Installation | 1.00 | LS | $ 418,962.00 | $ 418,962.00 | Units | 100.00% | | - | 100.00% | 418,962.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.02 - 4 | Inspections and Reports | Installation | 20.00 | MO | $ 2,000.00 | $ 40,000.00 | Units | 20.00 | | - | 20.00 | 40,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.02 - 5 | Maintenance of Preventative Measures | Installation | 20.00 | MO | $ 3,000.00 | $ 60,000.00 | Units | 20.00 | | - | 20.00 | 60,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |

**Project:** 36" W. Sherman Water Main
**Owner:** Greater Texoma Utility Authority / City of Sherman
**Contractor:** Garney Companies Inc.
**Engineer:** Freese and Nicholes Inc.

**Project No.:**
1505-U
7429
SHM22330

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

| (a) Item No. | (b) Description of Item | (c ) Installation or Materials | (d) Quantity Original Estimate | (e) Unit of Measure | (f) Unit Price | (g) Item Amount ( e X g ) | (h) Calc Method | (i) % / Qty/ Amt Previous Estimate | (j) % / Qty/ Amt This Estimate | (k) Earned Value this Estimate % ( h X k ) Units ( g X k ) Inv. Amt. (k) | (l) Total to Date ( j + k ) | (m) Earned Value to Date % ( h X m ) Units ( g X m ) Inv. Amt. (m) | (n) Percent Complete ( n / h ) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.02 - 6 | Notice of Termination | Installation | 1.00 | LS | $ 250.00 | $ 250.00 | Units | 1.00 | | - | 1.00 | 250.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **Extra Work Items** | | | | | | | | | | | | | |
| EW-1 | Hourly Rate for Repair of BMP Damaged by Contractor | Installation | 200.00 | EA | $ 275.00 | $ 55,000.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| EW-2 | Additional bi-weekly Insepction and Report | Installation | 4.00 | MO | $ 2,000.00 | $ 8,000.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| EW-3 | Temporary Construction Entrances | Installation | 6.00 | EA | $ 7,500.00 | $ 45,000.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| | | | | | | | | | | | | | |
| **Tunnels - Section A** | | | | | | | | | | | | | |
| 2.03 - 1 | Mobilization: Tunneling Contractor | Installation | 1.00 | EA | $ 136,984.00 | $ 136,984.00 | Units | 1.00 | | - | 1.00 | 136,984.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 2 | Trench Safety (Bidder to fill in linear feet and price) | Installation | 1,598.00 | LF | $ 2.00 | $ 3,196.00 | Units | 1,598.00 | | - | 1,598.00 | 3,196.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 3 | Notice of Intent: TCEQ (Including Yearly Fees) | Installation | 1.00 | EA | $ 2,500.00 | $ 2,500.00 | Units | 1.00 | | - | 1.00 | 2,500.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 4 | Installation of Tunnel by Trenchless Means - Creek Crossing (Plainview) | Installation | 50.00 | LF | $ 1,765.00 | $ 88,250.00 | Units | 50.00 | | - | 50.00 | 88,250.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 5 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 6 | Installation of Tunnel by Trenchless Means - 10" and 8" Gasline Crossing | Installation | 171.00 | LF | $ 1,765.00 | $ 301,815.00 | Units | 171.00 | | - | 171.00 | 301,815.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 7 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 8 | Installation of Tunnel by Trenchless Means - 20" and 5" Gasline Crossing | Installation | 87.00 | LF | $ 1,765.00 | $ 153,555.00 | Units | 87.00 | | - | 87.00 | 153,555.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 9 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 10 | Installation of Tunnel by Trenchless Means - FM 1417 Crossing | Installation | 140.00 | LF | $ 1,765.00 | $ 247,100.00 | Units | 140.00 | | - | 140.00 | 247,100.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 11 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 12 | Installation of Tunnel by Trenchless Means - 12" Gasline | Installation | 60.00 | LF | $ 1,765.00 | $ 105,900.00 | Units | 60.00 | | - | 60.00 | 105,900.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 13 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 14 | Installation of Tunnel by Trenchless Means - 14" Gasline | Installation | 60.00 | LF | $ 1,765.00 | $ 105,900.00 | Units | 60.00 | | - | 60.00 | 105,900.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 15 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |

**Project:** 36" W. Sherman Water Main
**Owner:** Greater Texoma Utility Authority / City of Sherman
**Contractor:** Garney Companies Inc.
**Engineer:** Freese and Nicholes Inc.

**Project No.:**
1505-U
7429
SHM22330

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

| (a) Item No. | (b) Description of Item | (c ) Installation or Materials | (d) Quantity Original Estimate | (e) Unit of Measure | (f) Unit Price | (g) Item Amount ( e X g ) | (h) Calc Method | (i) % / Qty/ Amt Previous Estimate | (j) % / Qty/ Amt This Estimate | (k) Earned Value this Estimate % ( h X k ) Units ( g X k ) Inv. Amt. (k) | (l) Total to Date ( j + k ) | (m) Earned Value to Date % ( h X m ) Units ( g X m ) Inv. Amt. (m) | (n) Percent Complete ( n / h ) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.03 - 16 | Installation of Tunnel by Trenchless Means - 14" Gasline (2) | Installation | 60.00 | LF | $ 1,765.00 | $ 105,900.00 | Units | 60.00 | | - | 60.00 | 105,900.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 17 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 18 | Installation of Tunnel by Trenchless Means - US 82 Crossing | Installation | 336.00 | LF | $ 1,765.00 | $ 593,040.00 | Units | 336.00 | | - | 336.00 | 593,040.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 19 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 20 | Installation of Tunnel by Trenchless Means - Pond Crossing | Installation | - | LF | | $ - | Units | | | - | - | - | - |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 21 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | - | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 20 | Installation of Tunnel by Trenchless Means - Gasline Crossing | Installation | 25.00 | LF | $ 1,765.00 | $ 44,125.00 | Units | 25.00 | | - | 25.00 | 44,125.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 21 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 22 | Installation of Tunnel by Trenchless Means - 10" Gasline Crossing | Installation | 127.00 | LF | $ 1,765.00 | $ 224,155.00 | Units | 127.00 | | - | 127.00 | 224,155.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 23 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 24 | Installation of Tunnel by Trenchless Means - Choctaw Creek Spillway | Installation | 482.00 | LF | $ 1,765.00 | $ 850,730.00 | Units | 482.00 | | - | 482.00 | 850,730.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 25 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 408,600.00 | $ 408,600.00 | Units | 1.00 | | - | 1.00 | 408,600.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 26 | Provide a Performance and Payment Bond | Installation | 1.00 | LS | $ 83,868.00 | $ 83,868.00 | Units | 1.0 | | - | 1.00 | 83,868.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **Extra Work Items** | | | | | | | | | | | | | |
| EW-1 | Additional Site Moves directed by the CMAR | Installation | 5.00 | EA | $ 12,000.00 | $ 60,000.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| EW-2 | Additional Depth of Tunnel in 5ft Increments | Installation | 10.00 | EA | $ 8,000.00 | $ 80,000.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| EW-3 | | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **Tunnels - Section B** | | | | | | | | | | | | | |
| 2.03 - 1 | Mobilization: Tunneling Contractor | Installation | 1.00 | EA | $ 113,220.00 | $ 113,220.00 | Units | 1.00 | | - | 1.00 | 113,220.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 2 | Trench Safety (Bidder to fill in linear feet and price) | Installation | 1,636.00 | LF | $ 2.00 | $ 3,272.00 | Units | 1,636.00 | | - | 1,636.00 | 3,272.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 3 | Notice of Intent: TCEQ (Including Yearly Fees) | Installation | 1.00 | EA | $ 2,500.00 | $ 2,500.00 | Units | 1.00 | | - | 1.00 | 2,500.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |

**Project:** 36" W. Sherman Water Main
**Owner:** Greater Texoma Utility Authority / City of Sherman
**Contractor:** Garney Companies Inc.
**Engineer:** Freese and Nicholes Inc.

**Project No.:**
1505-U
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SHM22330

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

| (a) Item No. | (b) Description of Item | (c ) Installation or Materials | (d) Quantity Original Estimate | (e) Unit of Measure | (f) Unit Price | (g) Item Amount ( e X g ) | (h) Calc Method | (i) % / Qty/ Amt Previous Estimate | (j) % / Qty/ Amt This Estimate | (k) Earned Value this Estimate % ( h X k ) Units ( g X k ) Inv. Amt. (k) | (l) Total to Date ( j + k ) | (m) Earned Value to Date % ( h X m ) Units ( g X m ) Inv. Amt. (m) | (n) Percent Complete ( n / h ) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.03 -4 | Installation of Tunnel by Trenchless Means - W. Washington Street Crossing | Installation | 60.00 | LF | $ 1,765.00 | $ 105,900.00 | Units | 60.00 | | - | 60.00 | 105,900.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 5 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 6 | Installation of Tunnel by Trenchless Means - W. Washington Street Crossing | Installation | 100.00 | LF | $ 1,765.00 | $ 176,500.00 | Units | 100.00 | | - | 100.00 | 176,500.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 7 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 8 | Installation of Tunnel by Trenchless Means - Creek Crossing | Installation | 207.00 | LF | $ 1,765.00 | $ 365,355.00 | Units | 207.00 | | - | 207.00 | 365,355.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 9 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 10 | Installation of Tunnel by Trenchless Means - SH 56 Crossing | Installation | 133.00 | LF | $ 1,765.00 | $ 234,745.00 | Units | 133.00 | | - | 133.00 | 234,745.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 11 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 12 | Installation of Tunnel by Trenchless Means - Private Property | Installation | 128.00 | LF | $ 1,765.00 | $ 225,920.00 | Units | 128.00 | | - | 128.00 | 225,920.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 13 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 14 | Installation of Tunnel by Trenchless Means - 6" Gasline Crossing | Installation | - | LF | | $ - | Units | | | - | - | - | - |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 15 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | - | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 14 | Installation of Tunnel by Trenchless Means - 16" Gasline Crossing | Installation | 55.00 | LF | $ 1,765.00 | $ 97,075.00 | Units | 55.00 | | - | 55.00 | 97,075.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 15 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 16 | Installation of Tunnel by Trenchless Means - 16" & 8" Gasline Crossing | Installation | 296.00 | LF | $ 1,765.00 | $ 522,440.00 | Units | 296.00 | | - | 296.00 | 522,440.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 17 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 18 | Installation of Tunnel by Trenchless Means - Farmington Road Crossing | Installation | 211.00 | LF | $ 1,765.00 | $ 372,415.00 | Units | 211.00 | | - | 211.00 | 372,415.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 19 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 20 | Installation of Tunnel by Trenchless Means - Texoma Pipeline Crossing | Installation | 259.00 | LF | $ 1,765.00 | $ 457,135.00 | Units | 259.00 | | - | 259.00 | 457,135.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 21 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 19 | Installation of Tunnel by Trenchless Means - 6" Gasline & Texoma Pipeline Crossing | Installation | 187.00 | LF | $ 1,765.00 | $ 330,055.00 | Units | 187.00 | | - | 187.00 | 330,055.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |

**Project:** 36" W. Sherman Water Main
**Owner:** Greater Texoma Utility Authority / City of Sherman
**Contractor:** Garney Companies Inc.
**Engineer:** Freese and Nicholes Inc.

**Project No.:**
1505-U
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SHM22330

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.03 - 20 | Tunnel Shaft/Receiving Pit Installation and Maintenance | Installation | 1.00 | EA | $ 15,000.00 | $ 15,000.00 | Units | 1.00 | | - | 1.00 | 15,000.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.03 - 21 | Provide a Performance and Payment Bond | Installation | 1.00 | LS | $ 69,319.00 | $ 69,319.00 | Units | 1.00 | | - | 1.00 | 69,319.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **Extra Work Items** | | | | | | | | | | | | | |
| EW-1 | Additional Depth of Tunnel in 5ft Increments | Installation | 10.00 | EA | $ 8,000.00 | $ 80,000.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| Deduct | Deduct for Multiple Award | Installation | 2,813.00 | LF | $ (199.96) | $ (562,500.00) | Units | 2,813.00 | | - | 2,813.00 | (562,500.00) | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| | | | | | | | | | | | | | |
| **Clearing and Temporary Gates** | | | | | | | | | | | | | |
| 2.04 - 1 | Mobilization | Installation | 1.00 | EA | $ 38,500.00 | $ 38,500.00 | Units | 1.00 | | - | 1.00 | 38,500.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.04 - 2 | Right of Way Clearing and Grubbing | Installation | 1.00 | LS | $ 406,700.00 | $ 406,700.00 | Units | 100.00% | | - | 1.00 | 406,700.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.04 - 3 | Vertical Tree Canopy Cleaning | Installation | 10,000.00 | LF | $ 1.55 | $ 15,500.00 | Units | 1877 | | - | 1,877.00 | 2,909.35 | 18.77% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| 2.04 - 4 | Temporary Gate Installation and Fence Repairs | Installation | 175.00 | EA | $ 1,750.00 | $ 306,250.00 | Units | 92 | 0.43 | 750.00 | 92.57 | 162,000.00 | 52.90% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **Allowance Items** | | | | | | | | | | | | | |
| AL-1 | Disposal of Clearing Debris Offsite | Installation | 83.00 | AC | $ 2,620.00 | $ 217,460.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| AL-2 | Relocates Requested by CMAR | Installation | 10.00 | EA | $ 4,800.00 | $ 48,000.00 | Units | 7.50 | | - | 7.50 | 36,000.00 | 75.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| AL-3 | Special Easement Conditions | Installation | 1.00 | LS | $ 50,000.00 | $ 50,000.00 | Units | | | - | - | - | 0.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| AL-4 | Performance and Payment Bond | Installation | 1.00 | LS | $ 7,155.00 | $ 7,155.00 | Units | 1.00 | | - | 1.00 | 7,155.00 | 100.00% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| CO-1 | Temporary Inset Gaps | Installation | | | | $ - | Units | | | - | - | | - |
| | | Materials | | | | $ - | | | | - | - | | - |
| | | | | | | | | | | | | | |
| **Pipe Supply** | | | | | | | | | | | | | |
| 3.01 | Pipe Material Supply | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 1.00 | INV | 14,235,634.22 | $ 14,235,634.22 | Invoice | $13,429,534.32 | | - | 13,429,534.32 | 13,429,534.32 | 94.34% |
| | | | | | | | | | | | | | |
| **Segment 1 Pipe Installation** | | | | | | | | | | | | | |
| 5.10 | Segment 1 Pipe Installation | Installation | 1.00 | EA | $ 10,065,262.00 | $ 10,065,262.00 | Units | 100.00% | | - | 100.00% | 10,065,262.00 | 100.00% |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |

**Project:** 36" W. Sherman Water Main
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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Extra Work Items** | | | | | | | | | | | | | |
| EW1 | CMAR Directed Re-Mobilization to Site to Hydrostatically Test Pipe | Installation | | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW2 | CMAR Directed Re-Mobilization | Installation | | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW3 | CMAR Directed Additional Encasement: Flowable Fill | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW4 | CMAR Directed Additional Encasement: 3500psi Concrete | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW5 | CMAR Directed Import Stabilization Stone per Unstable Ground Conditions | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW6 | Special Easement Conditions | Installation | | LS | | $ - | % | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| ALT03 | Pipeline Connection (Including Bypass Assembly) | Installation | | LS | | $ - | % | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| | | | | | | | | | | | | | |
| **Segment 2 Pipe Installation** | | | | | | | | | | | | | |
| 5.20 | Segment 2 Pipe Installation | Installation | 1.00 | EA | $ 8,634,208.00 | $ 8,634,208.00 | Units | 100.00% | | - | 100.00% | 8,634,208.00 | 100.00% |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| **Extra Work Items** | | | | | | | | | | | | | |
| EW1 | CMAR Directed Re-Mobilization to Site to Hydrostatically Test Pipe | Installation | | EA | | - | Units | | | - | - | - | - |
| | | Materials | | INV | | - | Invoice | | | - | - | - | - |
| EW2 | CMAR Directed Re-Mobilization | Installation | | EA | | - | Units | | | - | - | - | - |
| | | Materials | | INV | | - | Invoice | | | - | - | - | - |
| EW3 | CMAR Directed Additional Encasement: Flowable Fill | Installation | | | | - | | | | - | - | - | - |
| | | Materials | | INV | | - | Invoice | | | - | - | - | - |
| EW4 | CMAR Directed Additional Encasement: 3500psi Concrete | Installation | | | | - | | | | - | - | - | - |
| | | Materials | | INV | | - | Invoice | | | - | - | - | - |
| EW5 | CMAR Directed Import Stabilization Stone per Unstable Ground Conditions | Installation | | | | - | | | | - | - | - | - |
| | | Materials | | INV | | - | Invoice | | | - | - | - | - |
| EW6 | Special Easement Conditions | Installation | | LS | | | % | | | - | - | - | - |
| | | Materials | | INV | | - | Invoice | | | - | - | - | - |
| ALT03 | Pipeline Connection (Including Bypass Assembly) | Installation | | LS | | - | % | | | - | - | - | - |
| | | Materials | | INV | | - | Invoice | | | - | - | - | - |
| | | | | | | | | | | | | | |
| **Segment 3 Pipe Installation** | | | | | | | | | | | | | |
| 5.30 | Segment 3 Pipe Installation | Installation | 1.00 | EA | $ 14,417,104.00 | $ 14,417,104.00 | Units | 100.00% | | - | 100.00% | 14,417,104.00 | 100.00% |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| **Extra Work Items** | | | | | | | | | | | | | |
| EW1 | CMAR Directed Re-Mobilization to Site to Hydrostatically Test Pipe | Installation | | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW2 | CMAR Directed Re-Mobilization | Installation | | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |

**Project:** 36" W. Sherman Water Main
**Owner:** Greater Texoma Utility Authority / City of Sherman
**Contractor:** Garney Companies Inc.
**Engineer:** Freese and Nicholes Inc.

**Project No.:**
1505-U
7429
SHM22330

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

| (a) Item No. | (b) Description of Item | (c ) Installation or Materials | (d) Quantity Original Estimate | (e) Unit of Measure | (f) Unit Price | (g) Item Amount ( e X g ) | (h) Calc Method | (i) % / Qty/ Amt Previous Estimate | (j) % / Qty/ Amt This Estimate | (k) Earned Value this Estimate % ( h X k ) Units ( g X k ) Inv. Amt. (k) | (l) Total to Date ( j + k ) | (m) Earned Value to Date % ( h X m ) Units ( g X m ) Inv. Amt. (m) | (n) Percent Complete ( n / h ) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EW3 | CMAR Directed Additional Encasement: Flowable Fill | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW4 | CMAR Directed Additional Encasement: 3500psi Concrete | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW5 | CMAR Directed Import Stabilization Stone per Unstable Ground Conditions | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| EW6 | Special Easement Conditions | Installation | | LS | | $ - | % | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| ALT03 | Pipeline Connection (Including Bypass Assembly) | Installation | | LS | | $ - | % | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| **Allownaces** | | | | | | | | | | | | | |
| TBD | Allowance | Installation | 1.00 | INV | $ 3,186,320.37 | $ 3,186,320.37 | Invoice | 1,916,321.79 | 139,361.30 | 139,361.30 | 2,055,683.09 | 2,055,683.09 | 64.52% |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| | | Installation | | LS | | $ - | % | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| **Pump Station** | | | | | | | | | | | | | |
| 6.01 | Pump Station Construction Work Package | Installation | 1.00 | LS | $ 8,945,000.00 | $ 8,945,000.00 | % | 99.40% | 0.60% | 53,900.00 | 100.00% | 8,945,000.00 | 100% |
| | | Materials | | | | $ - | | | | - | - | - | - |
| **Allowance Items** | | | | | | | | | | | | | |
| AL-1 | Design Progression | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 1.00 | INV | $ 750,000.00 | $ 750,000.00 | Invoice | | | - | - | - | 0% |
| **Vertical Turbine Pumps** | | | | | | | | | | | | | |
| TBD | Vertical Turbine Pumps | Installation | | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | 1.00 | INV | $ 570,000.00 | $ 570,000.00 | Invoice | 536,707.00 | 33,293.00 | 33,293.00 | 570,000.00 | 570,000.00 | 100% |
| **Electrical Equipment: 480V MCC** | | | | | | | | | | | | | |
| TBD | Electrical Equipment: 480V MCC | Installation | | EA | | $ - | Units | | | - | - | - | - |
| | | Materials | 1.00 | INV | $ 420,700.00 | $ 420,700.00 | Invoice | 420,700.00 | | - | 420,700.00 | 420,700.00 | 100% |

**Project:** 36" W. Sherman Water Main
**Owner:** Greater Texoma Utility Authority / City of Sherman
**Contractor:** Garney Companies Inc.
**Engineer:** Freese and Nicholes Inc.

**Project No.:**
1505-U
7429
SHM22330

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

| (a) Item No. | (b) Description of Item | (c ) Installation or Materials | (d) Quantity Original Estimate | (e) Unit of Measure | (f) Unit Price | (g) Item Amount ( e X g ) | (h) Calc Method | (i) % / Qty/ Amt Previous Estimate | (j) % / Qty/ Amt This Estimate | (k) Earned Value this Estimate % ( h X k ) Units ( g X k ) Inv. Amt. (k) | (l) Total to Date ( j + k ) | (m) Earned Value to Date % ( h X m ) Units ( g X m ) Inv. Amt. (m) | (n) Percent Complete ( n / h ) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Allowance Items** | | | | | | | | | | | | | |
| AL-1 | | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| AL-2 | | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| AL-3 | | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | | $ - | Invoice | | | - | - | - | - |
| **CMAR Items** | | | | | | | | | | | | | |
| GC | Construction Services (CMAR) GC Multiplier | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 6.50% | INV | $ 70,846,454.59 | $ 4,605,019.55 | Invoice | | | 14,774.78 | - | 4,380,268.41 | 95% |
| FEE | Construction Services (CMAR) Fee | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | 9.50% | INV | $ 70,846,454.59 | $ 6,730,413.19 | Invoice | | | 21,593.91 | - | 6,401,930.75 | 95% |
| Cont. | CMAR Contingency | Installation | | | | $ - | | | | - | - | - | - |
| | | Materials | | INV | $ 70,846,454.59 | $ - | Invoice | | | - | - | 45,392.88 | - |
| | | | | | | **Installation Total** | **$ 53,621,140.37** | | | **Earned Value this Period** | **$ 263,672.99** | | |
| | | | | | | **Materials Total** | **$ 17,225,314.22** | | | | | **Total Value Performed COW** | **$ 51,721,030.44** | **96%** |
| | | | | | | **Total Value of Installation and Materials** | **$ 70,846,454.59** | | | | | **Earned Value to Date - Materials** | **$ 15,667,714.32** | **91%** |
| | | | | | | **Total Value of Contract Amendments** | **$ 82,181,887.32** | | | | | **Total Earned Value of Contract Performed w/ CMAR** | **$ 78,216,336.80** | **95%** |

**Attachment B - Tabulation of Earned Value of Original Contract Performed**

| | | | |
|---|---|---|---|
| **Project:** | 36" W. Sherman Water Main | **Project No.:** | |
| **Owner:** | Greater Texoma Utility Authority / City of Sherman | | 1505-U |
| **Contractor:** | Garney Companies Inc. | | 7429 |
| **Engineer:** | Freese and Nicholes Inc. | | SHM22330 |

**Application No.:** 26 **Application Period From:** 07/25/25 **to:** 08/21/25

| (a) Item No. | (b) Description of Item | (c) Contract Code | (d) Location Code | (c ) Installation or Materials | (d) Quantity Original Estimate | (e) Unit of Measure | (f) Unit Price | (g) Item Amount ( f X h) | (h) Calc Method | (i) % / Qty/ Amt Previous Estimate | (j) % / Qty/ Amt This Estimate | (k) Earned Value this Estimate % ( i X l ) Units ( h X l ) Inv. Amt. (l) | (l) Total to Date ( k + l ) | (m) Earned Value to Date % ( i X n ) Units ( h X n ) Inv. Amt. (n) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Preconstruction** | | | | | | | | | | | | | | |
| TBD | Pre-Construction Services - COSF (Pipeline) | | | Installation | | | | $ - | | | | - | - | - |
| | | | | Materials | 1.00 | INV | $ 396,248.00 | $ 396,248.00 | % | 100.00 | | - | 100.00 | 396,248.00 |
| TBD | Procurement Services COSF - (Pipeline) | | | Installation | | | | $ - | | | | - | - | - |
| | | | | Materials | 1.00 | INV | $ 192,350.00 | $ 192,350.00 | % | 100.00 | | - | 100.00 | 192,350.00 |
| TBD | Pre-Construction Services - COSD (Lift Station) | | | Installation | | | | $ - | | | | - | - | - |
| | | | | Materials | 1.00 | INV | $ 183,000.00 | $ 183,000.00 | % | 100.00 | | - | 100.00 | 183,000.00 |
| TBD | Procurement Services COSD - (Lift Station) | | | Installation | | | | $ - | | | | - | - | - |
| | | | | Materials | 1.00 | INV | $ 95,000.00 | $ 95,000.00 | % | 100.00 | | - | 100.00 | 95,000.00 |

| | | | |
|---|---|---|---|
| **Installation Total** | **$ 866,598.00** | **Earned Value this Period** | **$ -** |
| **Materials Total** | **$ -** | **Earned Value to Date - Installation** | **$ 866,598.00** |
| **Total Value of Approved Modifications** | **$ 866,598.00** | **Earned Value to Date - Materials** | **$ -** |
| | | **Tabulation of Earned Value on Approved Contract Modifications** | **$ 866,598.00** |

**Attachment C - Retainage Calculation**

| | | | | |
|---|---|---|---|---|
| **Project:** | 36" W. Sherman Water Main | | | **Project No.:** |
| **Owner:** | Greater Texoma Utility Authority / City of Sherman | | | 1505-U |
| **Contractor:** | Garney Companies Inc. | | | 7429 |
| **Engineer:** | Freese and Nicholes Inc. | | | SHM22330 |

**Application No.:** 27 **Application Period from:** 11/20/25 **to:** 03/12/26

| | | | | |
|---|---|---|---|---|
| **Water Districts and River Authorities** | | | | |
| Summary of Amounts Subject to Retainage | | | | |
| a | Current Contract Price (Line t from cover) | | | $ 83,048,485.32 |
| Retainage Amount | | | | |
| b | Cap on Retainage for Water District and River Authorities ( a x .50 x .1) | | | $ 4,152,424.27 |
| c | Total Earned Value of Fees, Work and Materials ( Line aa from cover ) | | | $ 79,082,934.80 |
| d | Retainage which is | 5 | % of Total Earned Value ( c x retainage ) | $ 3,954,146.74 |
| e | Retainage (subject to cap on retainage) | | | $ 3,954,146.74 |

**Attachment D - Summary of Set-offs**

| | | |
|---|---|---|
| **Project:** | 36" W. Sherman Water Main | **Project No.:** |
| **Owner:** | Greater Texoma Utility Authority / City of Sherman | 1505-U |
| **Contractor:** | Garney Companies Inc. | 7429 |
| **Engineer:** | Freese and Nicholes Inc. | SHM22330 |

**Application No.:** 27 **Application Period From:** 11/20/25 03/12/26

| (a) Item No. | (b) Description of Set-off and purpose | (c) Application No. | (d) Set-off Amount |
|---|---|---|---|
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| | | | |
| | | **Total Net Set-offs** | **$ -** |

**Attachment E - Tabulation of Values for Materials and Equipment**

| | | | |
|---|---|---|---|
| **Project:** | 36" W. Sherman Water Main | | **Project No.:** |
| **Owner:** | Greater Texoma Utility Authority / City of Sherman | | 1505-U |
| **Contractor:** | Garney Companies Inc. | | 7429 |
| **Engineer:** | Freese and Nicholes Inc. | | SHM22330 |

**Application No.:** 27 **Application Period From:** 11/20/25 **to:** 03/12/26

| (a) Item No. | (b) Description of Item | (c ) Supplier | (d) Application No. | (e) Attachment "A" or "B" Item No. Reference | (f) Invoice No. | (g) Invoice Value |
|---|---|---|---|---|---|---|
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| | | | | **Total Invoice Amount of Purchased Materials** | | **$ -** |

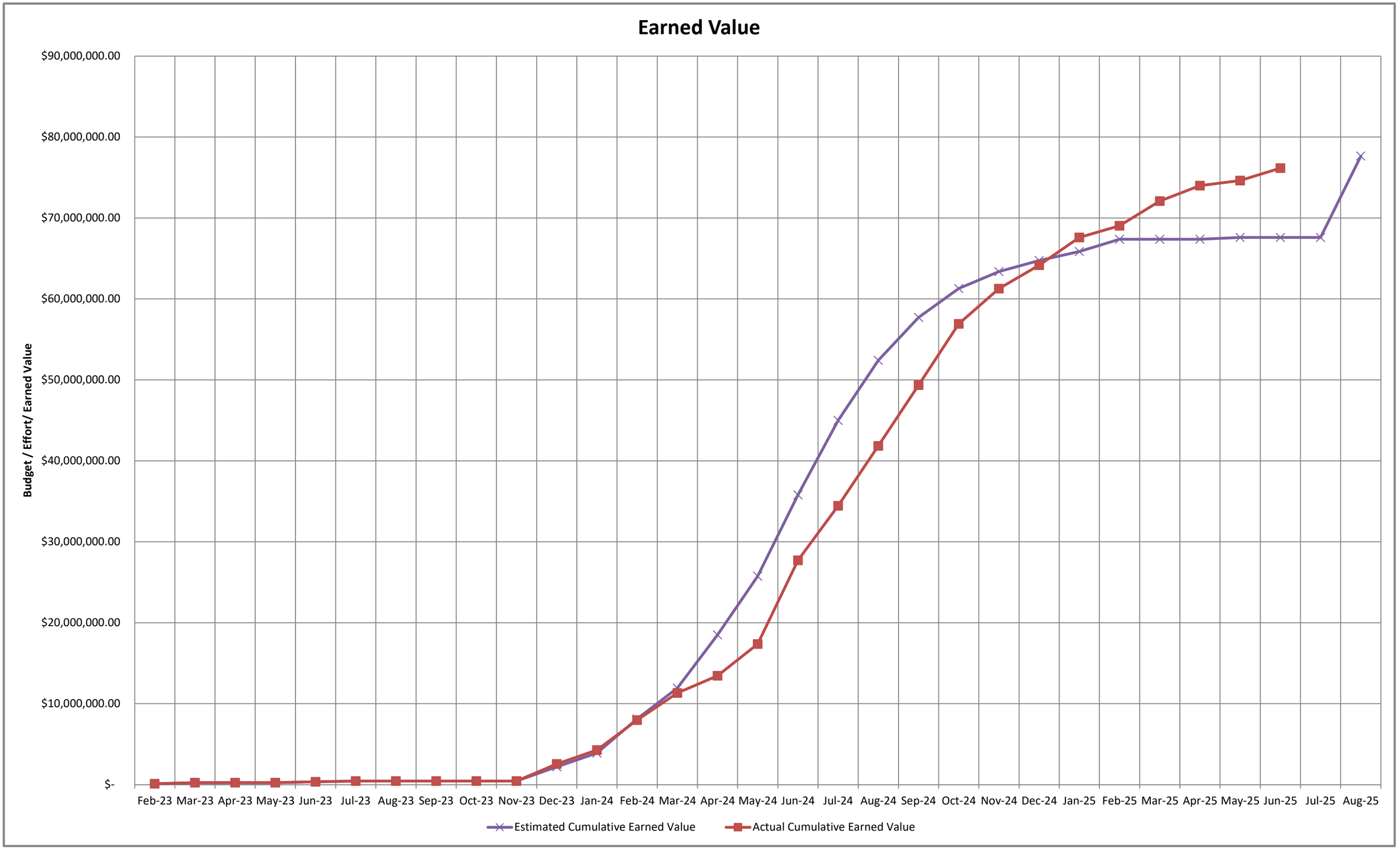
**36" W. Sherman Water Main**
**Earned Value Calculation**
**Application No.** 27

| | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 | Jul-25 | Aug-25 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Estimated Monthly Earned Value | 117,719.60 | 117,719.60 | - | - | 117,719.60 | 86,459.80 | - | - | - | - | 1,795,199.20 | 1,717,716.12 | 4,208,403.60 | 3,821,458.76 | 6,565,773.80 | 7,245,761.60 | 10,038,361.60 | 9,592,297.20 | 7,431,265.60 | 5,305,561.60 | 3,577,161.60 | 2,073,801.40 | 1,385,292.88 | 1,095,568.22 | 1,519,511.30 | - | - | 539,842.40 | - | - | 30,053,532.46 |
| Estimated Cumulative Earned Value | 117,719.60 | 235,439.20 | 235,439.20 | 235,439.20 | 353,158.80 | 439,618.60 | 439,618.60 | 439,618.60 | 439,618.60 | 439,618.60 | 2,195,008.80 | 3,912,724.92 | 8,119,128.52 | 11,940,607.28 | 18,505,981.08 | 25,748,742.68 | 35,787,104.28 | 44,379,401.48 | 52,410,667.08 | 57,716,228.68 | 61,293,389.28 | 63,367,187.68 | 64,752,480.56 | 65,848,049.08 | 67,371,560.44 | 67,371,560.44 | 67,601,402.84 | 67,601,402.84 | 67,601,402.84 | 77,653,935.30 |
| Actual Monthly Earned Value | 117,719.60 | 117,719.60 | - | - | 117,719.60 | 86,459.80 | 0.00 | - | - | - | 2,116,163.62 | 1,717,737.07 | 3,695,553.76 | 3,362,637.09 | 2,115,569.52 | 3,918,158.60 | 10,351,700.77 | 6,728,555.42 | 7,260,186.98 | 7516,153.25 | 7,571,056.97 | 4,340,009.36 | 2,910,287.25 | 3,414,956.11 | 1,451,170.99 | 1,061,066.46 | 1,894,910.07 | 644,996.25 | 1,528,946.24 | - | - |
| Actual Cumulative Earned Value | 117,719.60 | 235,439.20 | 235,439.20 | 235,439.20 | 353,158.80 | 439,618.60 | 439,618.60 | 439,618.60 | 439,618.60 | 439,618.60 | 2,555,982.22 | 4,273,719.29 | 7,969,273.05 | 11,331,910.14 | 13,446,879.67 | 17,365,038.27 | 27,720,739.04 | 34,449,294.46 | 41,841,476.45 | 49,351,629.68 | 56,924,686.65 | 61,366,696.01 | 64,176,983.27 | 67,591,939.38 | 69,043,109.76 | 72,099,176.22 | 73,994,086.29 | 74,639,033.54 | 76,157,968.77 | - |
| | | | | | | | | | | | | | | | | | | | | | | | | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |

$ 1,748,495.95 $ 3,695,553.76

$ -

# Earned Value



| Instructions for filling out the Payment Application form | |
|---|---|
| 1 | Header information should be automatically filled in for each form at the begining of the Project. The Application Number and Application Period Dates entered on the Application worksheet will autopopulate the header for other worksheets. |
| 2 | Data can be entered in non-shaded cells. Cells shaded light blue contained equations that will automatically transfer data from other cells or make calculations to complete the worksheet. Altering any of these cells can result in errors in the Payment Application. It is recommended that the Worksheets be locked after the first Payment Application is prepared to prevent accidental erasure of the equations. The cells have been coded to protect cells that should not be altered. The worksheets do not require a password to Protect Worksheets. To lock/unlock worksheets, select "Protect Sheet" or "Unprotect Sheet" on the Review tab on the Ribbon at the top of the Excel window. |
| 3 | Attachments "A" and "B" have a drop down list in the column named "Installation or Materials". Choose "Installation" or "Materials" for each item. If the item has a value for both, choose "Installation" for the first row and "Materials" for the second row for that item. |
| 4 | ~~Attachments "A", "B", "D" and "E" have a drop down list in the columns named "Location Code" and/or "Contract Code". Choose the correct location and contract code for each item.~~ N/A |
| 5 | Blank rows can be added and deleted to Attachments "B" through "E" (excluding "C") if needed. Press Ctrl+q to open the menu form. Go through the numbered Steps on the menu form to add rows and then click the "Add" button. After all of the items have been entered on the active attachment, any blank rows remaining can be deleted by clicking the "Delete All Blank Rows" option and then the "Delete" button. The menu form can be closed by clicking the "Cancel" button or the "X" button in the top right corner of the menu form. No rows will be added/deleted if the menu form is closed prior to clicking the "Add" or "Delete" buttons. |
| 6 | The EVA (Earned Value Analysis) Chart is used to compare the Schedule of Anticipated Payments provided at the beginning of the project to the actual earned value. This graphically depicts the planned vs. actual progress for the project and is an indicator if the project is on schedule. Enter the Estimated Monthly Earned Value for each month (values from the Schedule of Anticipated payments) on Row 7 when the first Payment Application is submitted. The Estimated Cumulative Earned Value will be calculated. As each Payment Application is submitted, insert the Actual Cumulative Earned Value from line **x** on the Application tab in Row 10. The Actual Monthly Earned Value will be calculated. Add extra months as required. Print only the chart. |

**Location C**

| Code |
| --- |
| #### |
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**odes**

| Description |
| --- |
| ABCD |
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| Include | Code List | Code Count |
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| No | Add Code(s) | 1 |
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**Contract Codes**

| Code | Description |
|---|---|
| Add Code(s) | Original Contract Code |
| | Contract Code 1 |
| | Contract Code 2 |
| | Contract Code 3 |
| | Contract Code 4 |
| | Contract Code 5 |
| | Contract Code 6 |
| | Contract Code 7 |
| | Contract Code 8 |
| | Contract Code 9 |
| | Contract Code 10 |
| | Contract Code 11 |
| | Contract Code 12 |
| | Contract Code 13 |
| | Contract Code 14 |
| | Contract Code 15 |
| | Contract Code 16 |
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| | Contract Code 31 |
| | Contract Code 32 |
| | Contract Code 33 |
| | Contract Code 34 |
| | Contract Code 35 |
| | Contract Code 36 |
| | Contract Code 37 |

| Code Count |
|---|
| 1 |

| COVER AMOUNT TYPE | Project |
|---|---|
| Earned Value - Orig. Contract | 12345 |
| Retainage - Orig. Contract | No |
| Earned Value - Contract Mods | |
| Retainage - Contract Mods | |

# Change Order #2

**Contract Amendment**

| | | | |
|---|---|---|---|
| **Project:** | 36 Inch W. Sherman Water Main | **Project Number:** | |
| **Owner:** | GTUA- City of Sherman | | |
| **Contractor:** | Garney Companies -CMAR | | |
| **Engineer:** | Freese and Nichols Inc. | | |

**Contract Amendment No.:** 20 **Effective Date of the Contract:**

**Make the following modifications to the Contract Documents:**

Issue a deductive Change Order No. 2 to revise the final contract value and adjust the overall project duration.

*This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.*

| | | |
|---|---|---|
| a | **Original Contract Price** | $588,598.00 |
| b | **Previously Approved Change Order Amounts** | $82,459,887.32 |
| c | **Adjusted Contract Price ( a + b )** | $83,048,485.32 |
| d | **Change Order Amount** | ($-3,965,550.52) |
| e | **Revised Contract Price ( c + d )** | $79,082,934.80 |
| f | **Percent Change to Date** | % |
| g | **Change in Days this Contract Amendment** | 336 days |

| **Completion Dates:** | | **Original** | | **Previous** | | **Current** |
|---|---|---|---|---|---|---|
| **Substantial Completion** | h | 6/30/24 | i | 2/14/25 | j | 10/15/25 |
| **Final Completion** | k | 12/31/24 | l | 4/15/25 | m | 4/1/26 |

**Recommended by:** Design Engineer

Caleb Word — 04/07/2026

*Name* *Date*

**Approved by:** Garney Companies

04/06/26

*Name* *Date*

**Approved by:** GTUA

*Name* *Date*

**Recommended by:** Program manager

04/07/2026

*Name* *Date*

**Approved by:** City of Sherman

Travis Overturf — 04/08/2026

*Name* *Date*

# AGENDA ITEM XXIV

# GREATER TEXOMA UTILITY AUTHORITY
# AGENDA COMMUNICATION

**DATE:** **May 6, 2026**

**SUBJECT:** **AGENDA ITEM NO. XXIV**

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

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION FOR THE CITY OF SHERMAN WTP – LAS AND RAPID MIX IMPROVEMENTS PROJECT AS COMPLET AND AUTHORIZING CHANGE ORDER NO. 2.**

## ISSUE
Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Red River Construction for the City of Sherman WTP – LAS and Rapid Mix Improvements Project as complete and authorizing change order No.2.

## BACKGROUND
The City of Sherman requested and obtained assistance in securing funding for improvements to the City's water and wastewater system. These improvements included the engineering, design, and construction of multiple projects, such as the expansion of the water treatment plant, upgrades to water and sewer lines, improvements to the Lake Texoma Pump Station, and expansion of the wastewater treatment plant.

As part of the rehabilitation of the EDR/conventional treatment side of the City's Water Treatment Plant, new LAS and rapid mix vaults were constructed. The previous LAS and rapid mix vaults were in poor condition, and their location conflicted with the planned major RO/UF expansion.

## CONSIDERATIONS
Change Order No. 2 reduces the contract price by $19,099.67 to revise the final contract value, resulting in a final contracted price of $4,878,785.52.

Red River Construction Company has completed the City of Sherman WTP – LAS and Rapid Mix Improvements Project. The City of Sherman Engineering Department completed the final inspection and has accepted the project as complete. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Red River Construction Company.

## STAFF RECOMMENDATIONS
The Authority Staff recommend approving Change Order No. 2 and accepting the project as complete. The City of Sherman has accepted the project as complete.

## ATTACHED
Close out Documents
Change Order 2

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH GARNEY COMPANIES, INC., AS COMPLETE FOR THE CITY OF SHERMAN WATER TREATMENT PLANT LAS/RAPID MIX IMPROVEMENTS PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Red River Construction Company, Inc., for the City of Sherman WTP Las/Rapid Mix Improvements Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman WTP Las/Rapid Mix 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 Red River Construction Company, Inc., as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2026 by the following vote:

AYE: NAY: ABSTAIN:

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

_____
President

ATTEST:

_____
Secretary-Treasurer

Sherman
CLASSIC TOWN. BROAD HORIZON.

*Engineering Department*

April 22, 2026

Red River Construction Company, Inc.
ATTN: Steven Summerkamp
2804 Capital Street
Wylie, TX 75098

Re: Final Inspection, and Final Acceptance Letter
Sherman WTP LAS/Rapid Mix Improvement Project, COS #1535-U

Mr. Summerkamp

The City of Sherman Engineering Department completed the final inspection of the improvements for the above mentioned development on February 15, 2026. This development appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the infrastructure portion of the project.

This is an acceptance of the physical work and in no event shall this inspection or acceptance be deemed as a waiver by the City of Sherman, in any respect or degree, of any of the terms and provisions of the governing contract or any of the right under the contract in the event that you have failed to comply strictly with the terms and provisions thereof.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,
**City of Sherman**

Thom Smith P.E.

Project Manager
Title

Cc Dwight LaGrone, GIS Manager
Jerry Pace, GIS Technician II
Kristi Jenkins, Engineering Coordinator
File

**CONSENT OF**
**SURETY COMPANY**
**TO FINAL PAYMENT**

**Bond #PRF9453552**

**Project: Sherman WTP – LAS and Rapid Mix Improvements, Sherman, Texas**

**To (Owner):**
**GTUA on behalf of the City of Sherman**
**220 W Mulberry St.**
**Sherman, Texas 75090**

**Contract For: See above**

**Contract Date: April 30, 2024**

**Contractor:**
**Red River Construction Co.**
**2804 Capital Street**
**Wylie, TX 75098**

In accordance with the provision of the Contract between the Owner and the Contractor as defined above, the

**Colonial American Casualty and Surety Company**
**And Fidelity and Deposit Company of Maryland**
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

,SURETY COMPANY,

on bond of

**Red River Construction Co.**
2804 Capital St.
Wylie, TX 75098

,CONTRACTOR

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the

**GTUA on behalf of the City of Sherman**
**220 W Mulberry St.**
**Sherman, Texas 75090**

,OWNER

as set forth in the said Surety Company's bond.

**IN WITNESS WHEREOF,**
the Surety Company has hereunto set its hand this **30th** day of **April**, 2026.

**Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland**

Witness:

Tracy Tucker, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tracy TUCKER, W. Lawrence BROWN, Kevin J. DUNN, Steven TUCKER, Roberta H. ERB and Bennett BROWN, all of Ft. Worth, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 18th day of February A.D. 2025.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Christopher Nolan*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 18th day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of April, 2026.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

MJ Pethick

Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

# CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: May 4, 2026

Project: Sherman WTP – LAS & Rapid Mix Improvements

Owner: GTUA on behalf of the City of Sherman

Contractor: Red River Construction

Date of Contract: July 18, 2024

Date of Project Completion: April 6, 2026

Final Contract Amount: $4,878,785.52

The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred.

Contractor: Red River Construction

By: Steven Summerhamp

Date: 5/4/2026

Attest:

## AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this Affidavit as the owner, partner, or office as the case may be, of the contractor named below ("the Contractor") employed in connection with the construction project ("the Project") mentioned below.

In consideration for the full and final payment to the Contractor for all services in connection with the Project, the Contractor hereby releases and waives all liens and claims to liens which the Contractor may have on or affecting the Project or Project property as a result of the Contractor's contract(s) for the Project or for performing labor and/or furnishing materials that are in any way connected with any construction of any building(s) or improvement(s) for the Project whether on the Project property or elsewhere. The Contractor further certifies and warrants that all subcontractors of labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor and/or subcontractor have been paid.

1. Red River Construction
   (Print or type the firm or individual name of the Contractor)

2. 2804 Capital St., Wylie, TX. 75098
   (Print or type the Contractor's address)

3. Steven Summerkamp
   (Print or type the name of the person signing for the Contractor)

4. _____
   (Print or type the position of the person signing for the Contractor)

5. Description of the Project (use an additional page, if necessary): Sherman WTP LAS & Rapid Mix Improvements

6. Date that the project was totally completed: April 6, 2026

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the Project has placed a material reliance on such information in directing final payment to the Contractor.

EXECUTED this fourth day of May, 20 26.

Steven Summerkamp
(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 4 day of MAY, 20 26.

NOTARY PUBLIC STATE OF TEXAS
CHAD STAFFELD
Notary ID #129818633
My Commission Expires
May 17, 2026

Notary Public: Chad Staffeld

My Commision Expires: MAY 17, 2026

END OF AFFIDAVIT

State of: Texas

County of: Collin

**FINAL WAIVER OF LIEN**

TO WHOM IT MAY CONCERN:

WHEREAS, THE UNDERSIGNED Steven Summerkamp of Red River Construction, Co. has been employed by GTUA on behalf of the City of Sherman, Owner, for construction of the Sherman WTP – LAS & Rapid Mix Improvements project.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Four Million Eight Hundred Seventy Eight Thousand Seven Hundred Eighty Five and Fifty Two Cents ($4,878,785.52) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Texas, relating to Mechanics' Lien with respect to and on the above described facility and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Agency on account of labor services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time thereafter, by the undersigned for the above described facility.

Dated this 4th day of May, 2026.

(Affix Corporate Seal Here)

By Red River Construction, Co.
(Name of Corporation)

ITS _____
(Signature of Authorized Representative)
PRESIDENT

## CERTIFICATE OF PROJECT COMPLETION

Project: City of Sherman LAS/Rapid Mix Improvements

Date of Issuance: 4/24/2026

Owner: _____

Contractor: _____

Engineer: _____

This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

All specified work

To: Greater Texoma Utility Authority/City of Sherman
OWNER

And to Red River Construction
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with Contract Documents on

April 6, 2026
Date of Completion

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

RESPONSIBILTIES:

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

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

---

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

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

---

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

---

Executed by ENGINEER on April 24, 2026.

Garver
ENGINEER

By: James Clement

# GREATER TEXOMA UTILITY AUTHORITY

5100 Airport Drive
Denison TX 75020
Ph. (903) 786-4433
Fax (903) 786-8211
gtua@gtua.org

STATEMENT: For the City of Sherman, LAS / Rapid Mix Improvements Project,

The complete set of "As Built Drawings" was received on February 25, 2026.

Engineer Signature — Date: April 24, 2026

Owner Signature — Date: April 22, 2026

**CHANGE ORDER NO.: 2**

| | | | |
|---|---|---|---|
| Owner: | GTUA on behalf of City of Sherman | Owner's Project No.: | 2024-04 |
| Engineer: | Garver | Engineer's Project No.: | 21W05325 |
| Contractor: | Red River Construction Co. | Contractor's Project No.: | 371 |
| Project: | Sherman WTP – LAS & Rapid Mix Improvements Project | | |
| Contract Name: | | | |
| Date Issued: | 04/06/2026 | Effective Date of Change Order: | 04/06/2026 |

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

Description:

**Deduct $19,099.67 from the Contract Price to "zero out" the balance of Contingency Allowance No. 2 for Independent Testing. This shall be the final Change Order on the project and is necessary for project closeout.**

Attachments: **PCM #8 – Contingency Allowance No. 2 Credit**

| **Change in Contract Price** | **Change in Contract Times** |
|---|---|
| Original Contract Price:<br>$ 4,671,700.00 | Original Contract Times:<br>Substantial Completion: February 15, 2025<br>Ready for final payment: April 15, 2025 |
| **Increase** from previously approved Change Order No. 1:<br>$ 226,185.19 | **Increase** from previously approved Contingency Allowance Authorization No. 4:<br>Substantial Completion: 35 Days<br>Ready for final payment: 35 Days |
| Contract Price prior to this Change Order:<br>$ 4,897,885.19 | Contract Times prior to this Change Order:<br>Substantial Completion: March 22, 2025<br>Ready for final payment: May 20, 2025 |
| **Decrease** this Change Order:<br>$ $19,099.67 | **[Increase] [Decrease]** this Change Order:<br>Substantial Completion: 0 Days<br>Ready for final payment: 0 Days |
| Contract Price incorporating this Change Order:<br>$ 4,878,785.52 | Contract Times with all approved Change Orders:<br>Substantial Completion: March 22, 2025<br>Ready for final payment: May 20, 2025 |

| | Recommended by Engineer (if required) | Accepted by Contractor |
|---|---|---|
| By: | James Klement | Steven Summerhays |
| Title: | Senior Project Manager | Senior Project Manager |
| Date: | 4/10/2026 | 4/13/2026 |
| | **Authorized by Owner** | **Approved by Funding Agency (if applicable)** |
| By: | Thomas J. Smith, P.E. | |
| Title: | Utility Engineer | General Manager |
| Date: | 4/14/2026 | 4/15/2026 |

**EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.**
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**DESCRIPTION OF PROPOSED CONTRACT MODIFICATION #8**

Project: **Sherman WTP LAS & Rapid Mix Improvements**
OWNER: **City of Sherman, Texas**
CONTRACTOR: **RED RIVER CONSTRUCTION CO.**
ENGINEER: **Garver**
REFERENCE: **Contingency Allowance #2 Credit**

PROJECT NUMBER

**371**
**21W05325**
Apr. 6, 2026

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Red River is providing this proposal to zero out the remaining balance of contingency allowance #2:

| | | | |
|---|---|---|---|
| -1 LS | Continency Allowance #2 Credit | $19,099.67 | -$19,099.67 |
| | | **Subtotal:** | **($19,099.67)** |
| 0% | Contractors Fee | | $0.00 |
| 0.0% | Bond Fee | | $0.00 |
| | | **TOTAL:** | **($19,099.67)** |

**PCM Total: -$19,099.67**
**Additional Time Requested: 0 Calendar Weeks**

Prepared by Red River Construction Co., Inc.

By: Steve Summerkamp
**Steve Summerkamp, Senior Project Manager**

**ADJOURN**