



**GREATER TEXOMA UTILITY AUTHORITY  
BOARD MEETING  
APRIL 21, 2025**

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



**AGENDA**  
**GREATER TEXOMA UTILITY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
**GTUA BOARD ROOM**  
**5100 AIRPORT DRIVE**  
**DENISON, TEXAS 75020**  
**Monday, April 21, 2025, 12:00 p.m.**

---

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 21st day of April 2025, at 12:00 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered, and acted upon, including the expenditure of funds.

**Agenda:**

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Administer Oath of Office.
- IV. 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.
- V. \*Consider and act upon approval of Minutes March 17, 2025, Meeting
- VI. \*Consider and act upon approval of accrued liabilities for March 2025.
- VII. \*Consider and act upon Change Order No.1 with H&H. Electrical Contractors, Inc., for the Gober Mud Pump Station Electrical Improvements Project
- VIII. Citizens to be Heard.
- IX. Consider and act upon authorizing Contract Amendment No. 13 to the contract with Garney Construction, for the City of Sherman 36" West Water Main CMAR Project.
- X. Consider all matters incident and related to the approval and execution of a Water Facilities Contract with Ravenna-Nunnelee Water Supply Corporation.
- XI. Consider all matters incident and related to the approval and execution of an Amended Water Facilities Contract with Lake Kiowa Special Utility District.

- XII. Consider all matters incident and related to the approval and execution of an amended Water and Sewer Facilities Contract with the City of Valley View.
- XIII. Consider and act upon Change Order No. 1 and a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Archer Western Construction, LLC for the City Sherman Water Treatment Plant Expansion Package 1 Project as complete.
- XIV. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Tank Builders Inc. for the CGMA Bloomdale Phase 2 500,000 Gallon Storage Reservoir Contract B Project as complete.
- XV. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Southern Transmission Pipeline – College Mound Special Utility District).
- XVI. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Southern Transmission Pipeline – Becker-Jiba Special Utility District).
- XVII. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Southern Transmission Pipeline – Gastonia-Scurry Special Utility District).
- XVIII. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Southern Transmission Pipeline – North Kaufman Water Supply Corporation).
- XIX. Consider and act upon a Professional Service Agreement with Freese and Nichols, Inc. for CGMA Howe Chemical Feed Improvements Project.
- XX. Executive Session
  - Pursuant to Government Code, Sections 551,074, the Board of Directors may adjourn into closed Executive Session to discuss the following:
    - A. Personnel Matters
      - (ii) Consider evaluation and duties of administrative and operational personnel
- XXI. Regular Session
- XXII. Receive General Manager’s Report: The General Manager will update the Board on operational and other activities of the Authority.
- XXIII. Adjourn.

---

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

<sup>2</sup>At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon’s Texas Codes, Annotated, the Greater Texoma Utility Authority Board may meet in executive session on any of the above agenda items or other lawful items for consultation

concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

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



## **AGENDA ITEM V**

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

**MONDAY, MARCH 17, 2025**

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

---

Members Present: Donald Johnston, Brad Morgan, Ken Brawley, Matt Brown, Scott Blackerby, and Henry Koehler

Members Absent: Robert Hallberg, Kristofor Spiegel, and Stanley Thomas

Staff: Paul Sigle, Nichole Murphy, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith

I. Call to Order

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

II. Pledge of Allegiance

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

III. Administer Oath of Office.

Kristofor Spiegel was not at the meeting.

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 February 24, 2025, Meeting.

VI. \* Consider and act upon approval of accrued liabilities for February 2025.

VII. \*Consider and act upon Change Order No. 1 with H2O Innovations USA, Inc., for the City of Sherman WTP Expansion 1 Project.

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

VIII. Citizens to be Heard.

No citizens wished to be heard.

IX. Consider and act upon Change Order No.1 with Kiewit Water Facilities South Co., for the City of Sherman South Wastewater Treatment Plant Project

General Manager Paul Sigle introduced Clint Philpott, City of Sherman. Mr. Philpott provided a presentation for the Board. The original contract was \$2,865,000.00. Change Order No. 1 was a reduction of \$425,481.05 resulting in a revised contract total of \$287,705,928.50. Discussion was held. Board Member Scott Blackerby made a motion to approve Change Norder No. 1. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

X. Consider and act upon the award of contract for the City of Sherman Post Oak Wastewater Treatment Plant Electrical Upgrades Project.

General Manager Paul Sigle provided background information for the Board. Three bidders submitted responses. GDC Industrial Inc. was selected with a contract in the amount of \$12,373,077.77. The City of Sherman approved this contract on March 3, 2025. Board Member Matt Brown made a motion to award the contract for the City of Sherman Post Oak Wastewater Treatment Plant Electrical Upgrades Project to GDC Industrial Inc. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

XI. 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 1<sup>st</sup> Street to Rosedale Sewer Replacement Project as Complete.

General Manager Paul Sigle provided background information for the Board. Lynn Vessels Construction, LLC. has completed the City of Sherman 1<sup>st</sup> Street to Rosedale Sewer Replacement Project. Board Member Donald Johnston made a motion approving the project as complete. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XII. Consider and act upon Water Production Agreement with Thompson Heights Development Company for water operation services for the Thompson Heights Water System.

General Manager Paul Sigle provided background information for the Board. Board Member Ken Brawley made a motion to approve the Water Production Agreement with Thompson Heights Development Company. Board Member Matt Brown seconded the motion. Motion passed unanimously.

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

- Era Water Projects
- CGMA close to end of project
- Tour next week of Sherman Wastewater Treatment plant
- Water Treatment and Pump Station tours in the near future

XIV. Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Matt Brown seconded the motion. Board President Brad Morgan declared the meeting adjourned at 12:19 p.m..

#####

---

Recording Secretary

---

Secretary-Treasurer

## **AGENDA ITEM VI**

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
<b>GENERAL:</b>				
<u>Audit</u>				
Pattillo, Brown & Hill, LLP (Interim bill for FY 2024 annual audit of GTUA)	5,900.00			
<u>Dues and Subscriptions</u>				
Sherman Area Chamber of Commerce (Annual dues for 2025)	400.00			
<u>Equipment</u>				
American Express (Projector for BOD split with RRGCD)	405.93			
Bank of Texas Visa (BOD chairs)	828.63			
<u>Fuel and Reimbursements for Mileage</u>				
Lisa Lee (Reimbursement for mileage)	65.10			
Nichole Murphy (Reimbursement for mileage)	129.50			
Paul Sigle (Reimbursement for Mileage)	56.98			
Stacy Pactrick (Reimbursement for mileage)	84.00			
Velma Starks (Reimbursement for mileage)	13.86			
Valero Fleet Plus (Fuel - Operations Vehicles)	1,504.62			
<u>Insurance</u>				
TWCA Risk Management (Workers' compensation insurance)	504.00			
<u>Leases/Rental Fees</u>				
Pitney-Bowes (Mailing system)	165.54			
North Texas Regional Airport (Lease - administrative offices)	2,631.96			
<u>Meetings and Conferences</u>				
American Express (TWA)	37.97			
Feast On This (BOD Lunch)	272.00			
<u>Miscellaneous</u>				
Peopletrail (Background check service)	74.00			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
<u>Professional Services</u>				
Final Details (Cleaning Service)	585.00			
<u>Repair &amp; Maintenance - Building &amp; Equipment</u>				
Bank of Texas Visa (Gloves)	46.79			
Martin's Heating, A/C & Air Duct Cleaning (Cleaned air ducts for Bldg 703)	2,450.00			
Orkin Sherman 971 (Bldg 703 pest control for 2/28/25)	152.72			
<u>Repair &amp; Maintenance - Administrative and Operations Vehicles</u>				
Bank of Texas Visa (Battery for 2012 F150, Temp sensor for 2016 F150)	212.38			
Bob Utter - (2016 Ford F150 - Found a/c high side is stuck. Ran diagnostic and replaced evaporator expansion valve)	757.71			
Bruce Stidham (2014 F150 registration for 2025)	7.50			
<u>Supplies</u>				
American Express (General Office Supplies, GoDaddy renewals)	2,033.84			
Bank of Texas Visa (General Office Supplies)	1,102.99			
Lowe's (Operations)	93.88			
Office Depot (General Office Supplies)	2,033.84			
USA BlueBook (Hydrant Diffuser and 2 each Liquid DPD1B 60 ml 288 tests LaMotte P-6741-H)	180.41			
<u>Uniforms</u>				
Richard McCool (Work Boots)	292.22			
<u>Utilities</u>				
ATMOS Energy (Gas)	510.42			
City of Denison (Water)	343.65			
City of Sherman (Trash services)	89.00			
Shell Energy (Electric)	382.64			
Zulty Inc.(phone lines - local & long distance)	177.58			
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00			
Eric Kyukendall (Reimbursement for cell phone expenses)	25.00			
Nichole Murphy (Reimbursement for cell phone expences)	25.00			
Paul Sigle (Reimbursment for cell phone expense)	8.34			
Richard McCool (Reimbursement for cell phone expense)	25.00			
Stacy Patrick (Reimbursement for cell phone expenses)	25.00			
Steve White (Reimbursement for cell phone expenses)	25.00			
Wayne Eller (Reimbursement for cell phone expenses)	25.00			
<b>TOTAL:</b>	<b>\$ 24,710.00</b>	<b>\$ 40,955.51</b>	<b>\$ 18,184.22</b>	

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
<b>SOLID WASTE:</b>				
<u>Utilities</u>				
Grayson-Collin Electric	280.51			
<b>TOTAL:</b>	<b>\$ 280.51</b>	<b>\$ 476.75</b>	<b>\$ -</b>	
<b>WASTEWATER:</b>				
<u>Advertising</u>				
American Express (Sherman 2025 - Column ad to bid for Progress Park Industrial Sewer posted in the McKinney Courier Gazette)	1,376.83			
American Express (Sherman 2025 - Column ad to bid for Progress Park Industrial Sewer posted in the Herald Democrat)	333.96			
American Express (Sherman 2025 - Ad to bid for Progress Park Industrial Sewer posted in the Gainesville Daily Register)	1,207.60			
<u>Construction Contracts</u>				
Archer Western (Pottsboro 2019 - WWTP Expansion & Rehab for .65 MGD flow rate. Pay App #22)	272,130.35			87%
Archer Western (Pottsboro 2019 - WWTP Expansion & Rehab for .65 MGD flow rate. Pay App #23)	110,417.86			87%
Hawk Builders (Sherman 2017 - Lab Building Remodel and addition 10% complete pay app #1)	253,067.44			10%
Lynn Vessels (Sherman 2019 - Sherman 1st street to Rosedale Sewer Replacement Pay App #6 Final)	28,978.22			100%
Kiewit (Sherman 2024 - WWTP MBR Pay App # 18 Project 81% complete)	1,654,444.05			81%
Kiewit (Sherman 2024A - WWTP MBR Pay App # 18 Project 81% complete)	17,817,157.93			81%
Urban Infraconstruction (Bells 2022 - WWTP Rehabilitation Pay App #10)	167,068.21			86%
Western Municipal (Sherman 2024 - Post Oak Swr PH 1. Project is 64% complete. Pay App #6)	326,878.16			64%
<u>Engineering Fees</u>				
Antero Group (Bells 2022 - Bells WW Engineering 96.97 % complete)	5,422.50			97%
Brockette Davis (Sherman 2017 - Crossroads WW Main Extension (FM1417 to 1200' North of West Travis) for Jan 25)	1,250.00			
Freese & Nichols (Sherman 2021 - Eastside Lift Station & Regional Sewer engineering services through 2/28/25)	31,783.41			57%
Geotex (Sherman 2022 - Shephard Dr. Sewer Main Extension testing from 2/4/25-2/28/25)	2,620.00			
Huitt-Zollars (Sherman 2021 - Sherman Post Oak Sanitary Sewer Improvements for period ending 3/1/25)	2,656.00			
Mead & Hunt (Sherman 2022 - Blalock Sewer Line Improvements for Feb 2025)	10,498.41			
Mead & Hunt (Sherman 2024 - WWTP Relift Pump & Effluent Filter for February 2025)	9,136.75			
Mead & Hunt (Sherman 2024 - North WWTP Design & Peak Flow Expansion Study for Feb 25)	16,141.08			
Mead & Hunt (Sherman 2022 - TPDES Permit Amendment Support for the period of Feb 25)	30,371.64			86%
Mead & Hunt (Sherman 2020 - Sherman Post Oak WWTP Equilization Basin Improvements for Feb 25. Final)	335.54			100%
Mead & Hunt (Sherman 2024 - Post Oak WWTP Digester and Blower Rehab for services through 2/28/25. Proj. is 92% complete)	7,987.84			92%
Plummer (Sherman 2024 - SWWTP- MBR Solid Thickening Improvements through 2/21/25)	65,898.14			
Plummer (Sherman 2022 - WWTP Electrical Switchgear Design for electrical generator services through 2/24/25)	24,271.31			
Plummer (Pottsboro 2019 - WWTP PH2 Construction phase. Services through 2/24/25)	14,175.00			94%
Plummer (Pottsboro 2019 - WWTP PH2 II RPR Services through 2/24/25)	9,101.68			97%
Plummer (Sherman 2023 - Industrial WW Support / WWT and Water Reuse Master Plan through 1/24/25)	45,663.46			74%
Plummer (Sherman 2024 - Industrial WW Support / WWT and Water Reuse Master Plan through 1/24/25)	628,221.42			74%



	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Plummer (Sherman 2024 - Industrial WW Support / WWT and Water Reuse Master Plan through 2/21/25)	501,168.69			76%
Wade Trim (Sherman 2021 - Sherman US 82 Sewer Replacement project. Engineering services through 1/31/25)	48,003.00			
Wade Trim (Sherman 2021 - Sherman US 82 Sewer Replacement project. Engineering services through 2/28/25)	38,303.70			
<u>Miscellaneous</u>				
BLX Group (Sherman 2020 - Interim Arbitrage Rebate Report for period Ending 2/26/25)	1,000.00			
BLX Group ( Anna / Melissa Project - Bond series 2006, Interim Arbitrage Rebate Report for period Ending 09/30/24)	500.00			
BLX Group ( Anna / Melissa Project - Bond series 2007, Interim Arbitrage Rebate Report for period Ending 09/30/24)	1,000.00			
United States Treasury (Sherman 2020 - Form 8038-T; EIN #75-1695421 Sherman 2020 Arbitrage fees)	381,146.80			
<u>Paying Agent Fees</u>				
Bank of Texas Trust (Ector 2017 - GTUAECTOR17 4/1/25)	300.00			
Bank of Texas Trust (Sadler 2016 - GTUASADLER16 4/1/25)	300.00			
Bank of Texas Trust (Valley View 2022 - GTUAVVIEW22 4/1/25)	300.00			
Bank of Texas Trust (Whitewright 2015 - GTUAWHITE15 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2013 - GTUACRB2013A 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2014 - GRETXOM14CIB 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2015A - GTUASHERM15A 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2017A - GTUASHERM17A 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2020 - GTUASHERM20 4/1/25)	300.00			
<b>TOTAL:</b>	<b>\$ 22,512,416.98</b>	<b>\$ 30,204,943.15</b>	<b>16408.791.07</b>	

<b>WATER:</b>				
<u>Advertising</u>				
American Express - (Dorchester 2022 - Column Ad to bid for Elevated Storage Tank posted in the McKinney Courier Gazette)	888.45			
American Express - (Dorchester 2022 - Column Ad to bid for Elevated Storage Tank posted in the Herald Democrat)	212.52			
American Express - (Dorchester 2022 - Ad to bid for Elevated Storage Tank posted in the Gainesville Daily Register)	711.60			
<u>Construction Costs</u>				
A&V Water (Gainesville 2022 - Foundry Road Water Line Improvements. Pay App #1. Project 47% complete)	479,027.37			47%
A&V Water (Gainesville 2022 - Foundry Road Water Line Improvements. Pay App #2. Project 64% complete)	179,574.67			64%
Archer Western (Sherman 2021 - Lake Texoma Pump Station Expansion. 4% complete Pay App #4)	472,112.42			5%
Eaton (Sherman 2021 - Test and commission for switch gear & auto transfer switch)	50,256.30			
Elliott Electric (Sherman 2023 - Lake Texoma Pump Station Motor Control Center materials Feb storage fees. Pay App #2)	14,400.00			
Ferguson Waterworks (Sherman 2023 - Sherman LT Valve Pay App #1)	124,751.00			
Landmark (Van Alstyne 2021 - 750K gallon Elevated Storage Tank & Site Pay app #13. Project 82% complete)	172,160.90			82%
Red River Const. (CGMA - Pump Station Rehab Pay App #15. Project 83% completed)	425,976.14			83%
Red River Const. (CGMA - Pump Station Rehab Pay App #16. Project 85% complete)	66,076.29			85%
Red River Const. (CGMA - Pump Station Rehab Pay App #17. Project 85% complete)	70,181.42			85%
Red River Const. (Sherman 2023A - WTP - Las and Rapid Mix improvements Pay App #8)	718,509.22			44%
Red River Const. (Sherman 2023A - WTP - Las and Rapid Mix improvements Pay App #9)	233,243.18			49%
Red River Const. (Sherman 2023A - WTP Flocculation & Sedimentation pay app #7 Proj. 39% completed)	171,496.81			39%
Red River Const. (Sherman 2023A - WTP Flocculation & Sedimentation pay app #8)	161,524.32			50%

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Red River Const. (Sherman 2023A - WTP Sedimentation & Filter Improvements Pay App #2)	46,189.00			49%
Triad (Sherman 2023 - WTP Discharge Channel Pay App #7)	76,000.00			97%
Veolia (Sherman 2023A - WTP Rehab Project)	32,443.13			
Veolia (Sherman 2023A - WTP Rehab Project, EDR stack replacement, material)	1,085,594.87			
<u>Engineering Fees</u>				
City of Gainesville (Gainesville 2022 - Foundry Water Line Improvements. Reimbursement for Kimley Horn. For 9/30/24)	26,860.00			
City of Gainesville (Gainesville 2022 - Foundry Water Line Improvements. Reimbursement for Kimley Horn)	416.88			
City of Gainesville (Gainesville 2022 - Foundry Water Line Improvements. Reimbursement for Kimley Horn)	102.37			
City of Gainesville (Gainesville 2022 - Foundry Water Line Improvements. Reimbursement for Kimley Horn)	5,000.00			
City of Gainesville (Gainesville 2022 - Foundry Water Line Improvements. Reimbursement for Kimley Horn services through 8/31/24)	11,317.50			
Freese & Nichols (Sherman 2022 - Northwest & Southwest Transmission Pipeline engineering services through 2/28/25)	88,923.16			89%
Freese & Nichols (GTUA - Raw Water Supply Master Plan & Regional Water System Feasibility Study through 11/30/24)	45,672.75			23%
Freese & Nichols (Sherman 2022 - Lead & Copper PH III 25% complete services through 1/31/25)	74,271.24			25%
Freese & Nichols (Sherman 2022 - Shepherd 2.0 MGD elevated Storage Tank for services through 2/28/25)	2,301.72			57%
Freese & Nichols (Sherman 2022 - Lead & Copper PH III 41% complete services through 2/28/25)	76,829.03			41%
Freese & Nichols (Sherman 2023 - Lake Texoma Pump Station Expansion Amendment #1 period through 2/28/25)	20,142.23			67%
Garney (Sherman 2023 - CMAR 36" NW/SW water main transmission line Pay App #20)	1,378,611.87			76%
Garver (Sherman 2023 - WTP Expansion project. Professional Engineering Services through 1/31/25)	7,761.25			93%
Geotex (Sherman 2022 - Sherman 36" water line testing as of 2/28/25)	3,120.63			
Geotex (Sherman 2023 - WTP Concentrate Discharge Channel testing for Feb 2025)	2,602.88			
Hayter Engineering (Sherman 2021 - Rex Cruise Elevated Storage Tank Rehab 100% design complete)	1,579.00			
Kimley Horn (Gainesville 2022 - Foundry Water Line Improvements. Engineering testing services through 1/31/25)	10,785.00			
Kimley Horn (Gainesville 2022 - Foundry Water Line Improvements. Engineering testing services through 2/28/25)	6,925.00			
KSA Engineers (WW 2019 DWSRF - Water System Improvements for the period of 8/1/24-8/31/24. 93% complete)	3,125.00			93%
KSA Engineers (WW 2019 DWSRF - Water System Improvements for the period of 9/29/24-10/25/24. 94% complete)	4,875.00			94%
KSA Engineers (WW 2019 DWSRF - Water System Improvements for the period of 10/26/24-11/22/24. 94% complete.)	3,100.00			94%
Parkhill (Sherman 2021 - Sherman WTP emergency power generation for Jan 25 engineering services)	5,200.00			
Parkhill (Sherman 2021 - Sherman emergency power generation for 2/28/25 engineering services)	5,599.75			
Pape-Dawson (Sherman 2023 - WTP Concentrate Discharge & Outfall Design services through 1/24/28)	3,008.59			90%
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 12/27/24)	164,740.31			66%
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 2/21/25)	228,427.43			67%
Pape-Dawson (Sherman 2023 - WTP Concentrate Discharge & Outfall Design services through 2/21/25)	2,019.00			90%
<u>Groundwater</u>				
American Express (NTGCD - TAGD, TWA, Colmn Ad, Informal meeting with some BOD members)	559.79			
American Express (RRGCD - TWA, Equipment, TAGD, Informal Meeting with some BOD members)	918.05			
AT&T Mobility (NTGCD - W. Parkman - cell phone)	83.31			
Allen Burks (NTGCD - cell phone reimbursement)	12.50			
Allen Burks (RRGCD - cell phone reimbursement)	12.50			
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, GMA8 posting, ESRI, Home Depot small hand tools etc.)	595.15			
Bank of Texas Visa (RRGCD - Grayson County Clerk posting, ESRI, BOD Chairs)	1,061.63			
Lisa Lee (NTGCD - Mileage Reimbursement)	23.20			
Kenneth Elliott (NTGCD - cell phone reimbursement)	12.50			
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50			
Kristi Krider (NTGCD - Reimbursement)	54.60			
Paul Sigle (NTGCD - cell phone reimbursement & mileage)	355.33			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Paul Sigle (RRGCD - cell phone reimbursement & Mileage)	173.53			
Valero Fleet Plus (NTGCD - Fuel)	421.25			
Velma Starks (NTGCD - mileage reimbursement)	24.86			
Velma Starks (RRGCD - mileage reimbursement)	28.76			
Zulty, Inc. (NTGCD - 800 line, local & long distance)	177.59			
Zulty, Inc. (RRGCD - 800 line, local & long distance)	177.59			
<u>Miscellaneous</u>				
BLX Group (CGMA - 2005 bond series, Interim Arbitrage Rebate Report for the period ending 1/20/25)	500.00			
<u>Paying Agent Fees</u>				
Bank of Texas Trust (Bells - BELLS05 4/1/25)	250.00			
Bank of Texas Trust (Bells - GTUABELLS22 4/1/25)	300.00			
Bank of Texas Trust (Bolivar - GRETEUTIL042 4/1/25)	325.00			
Bank of Texas Trust (CGMA - GRETEXUTIL05 4/1/25)	375.00			
Bank of Texas Trust (CGMA - GTUACRB07CWT 4/1/25)	250.00			
Bank of Texas Trust (CGMA - GTUACLNGRY22 4/1/25)	300.00			
Bank of Texas Trust (Ector 2013 - GRTEXOMA 2013 4/1/25)	225.00			
Bank of Texas Trust (Gainesville 2011 - GTUACRBGPS11 4/1/25)	300.00			
Bank of Texas Trust (Gainesville 2011A - GTUACRB2011A 4/1/25)	300.00			
Bank of Texas Trust (Gainesville 2012 - GTUACRBS2012 4/1/25)	300.00			
Bank of Texas Trust (Gainesville 2022 - GTUAGAINES22 4/1/25)	300.00			
Bank of Texas Trust (Paradise 2018 - GTUAPARADI18 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2015B - GTUASHERM15B 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2017 - GTUASHERM17 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2019 REF - GTUASHERM19 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2019A - GTUASHERM19A 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2021 - GTUASHERM21 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2021 REF - GTUASHRMRF21 4/1/25)	300.00			
Bank of Texas Trust (Sherman 2022 - GTUASHERM22 4/1/25)	300.00			
Bank of Texas Trust (Whitewright 2004 - GRETEUTIL043 4/1/25)	125.00			
Bank of Texas Trust (Whitewright 2019 - GTUAWHITE19A 4/1/25)	300.00			
<u>CGMA Repair &amp; Maintenance</u>				
American Express (CGMA - Log in software for Bloomdale Pump Station Scada)	322.71			
Brenntag Southwest (CGMA - chemicals to disinfect water lines)				
Electric Actuator Service (CGMA - Labor, Installation and start up Electric Actuator SA10.2-9.6B/AC01.2/240V)	7,880.00			
Enviornmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines)	2,232.00			
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.00			
LCRA Environmental (CGMA - Nitrate / Nitrite water test)				
Matheson Tri-Gas (CGMA - Acetylene-Large bottles for Bloomdale Pump Station as of 11/21/24)	250.77			
Murley Plumbing (CGMA - removed old air relief valves & buried new onces at 4 different sites)	27,915.12			
National Wholesale Supply (CGMA - 144DAT Dezurik 2" AVV Air Vac Assembly w/SS internals & Double Acting Throttle PO 2785)	2,207.32			
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	492.20			
<u>Supplies</u>				

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Bank of Texas Visa (CGMA - Purple lubricant for machinery)	80.58			
Lowes (CGMA - Misc. parts for routine maintenance)	417.54			
USA Bluebook (CGMA - 2 liquid DPD1B 60 ml 288 tests LaMotte P-6741-H, marking posts, guages, etc.)	6,348.93			
<u>CGMA Utilities</u>				
A1 Little John (CGMA - Bloomdale P.S. - Portable toilet rental from	260.88			
AT & T Mobility (CGMA - Emergency back up lines)	821.84			
AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet)	53.76			
North Texas Municipal Water District (Water Usage, January)	540,866.00			
Paul Sigle (CGMA - Mileage)	301.70			
Shell Energy (Bloomdale Pump Station)	21,088.40			
Frontier Waste - McKinney (CGMA - Bloomdale Pump Station Trash removal)	108.61			
Valero (CGMA - Fuel for 2023 F250)	1,504.62			
<b>TOTAL:</b>	<u>\$ 7,389,434.82</u>	<u>\$ 22,155,217.35</u>	<u>\$ 3,677,175.60</u>	

<b>GRAND TOTAL:</b>	<u>\$ 29,926,842.31</u>	<u>\$ 52,401,592.76</u>	<u>\$ 20,104,150.89</u>
---------------------	-------------------------	-------------------------	-------------------------

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

On motion of \_\_\_\_\_ and

seconded by \_\_\_\_\_, the foregoing

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

AYE:

NAY:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

## **AGENDA ITEM VII**

10852     *Sphaerium*     *Sphaerium*

## **AGENDA ITEM IX**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

---

**DATE:** April 7, 2025

**SUBJECT:** AGENDA ITEM NO. IX

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

**CONSIDER AND ACT UPON CONTRACT AMENDMENT NO. 13 FOR THE CITY OF SHERMAN 36"  
WEST WATER MAIN CMAR PROJECT.**

**ISSUE**

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

**BACKGROUND**

The 36" West Water Main CMAR Project has undergone several modifications to the contract, which have been carefully considered, assessed, and negotiated with the Construction Manager at Risk (CMAR). The Program Team, Design Engineer, and CMAR are collaborating closely to effectively manage these changes during the ongoing construction process.

The project is nearing completion, and the City and CMAR are working to reduce the contract of unutilized allowance and extra work items.

**CONSIDERATIONS**

Contract Amendment No. 13 is a credit of \$5,250,000 and there is no change to the contract. The amount includes allowance, extra work items, related CMAR fees, and CMAR contingency. Upon approval of this amendment amount, the following adjustments to the contract will be implemented:

Original Contract Amount: \$87,709,887.32

Amendments: \$88,298,485.32

Proposed Change Order 1: (\$5,250,000)

Revised Total Contract Amount: \$83,084,485.32

**STAFF RECOMMENDATIONS**

The Authority Staff recommend approving Contract Amendment No. 13, a decrease of \$5,250,000 to the contract resulting in the new contract amount of \$83,084,485.32. This item received approval during the City of Sherman's Council meeting held on April 7th, 2025.

**ATTACHMENTS**

Contract Amendment No. 13



<b>Project:</b>	<u>36" W. Sherman Water Main</u>	<b>Project Number:</b>	
<b>Owner:</b>	<u>GTUA- City of Sherman</u>		
<b>Contractor:</b>	<u>Garney Companies -CMAR</u>		
<b>Engineer:</b>	<u>Freese and Nichols Inc,</u>		

<b>Contract Amendment No.:</b> <u>13</u>	<b>Effective Date of the Contract:</b> <u>02/16/2023</u>
--	--

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

Due to the Collaborative efforts of the project team in identifying cost savings across multiple contract items, this amendment has been issued to reduce the overall contract value by the amount specified in item D.

This adjustment accurately reflects the cost reductions while continuing with the agreed scope and quality of work. The reduction in the contract value will not impact on the overall project duration, as no additional days will be added or removed due to this deductive change.

Attached is the breakdown of the identified savings, as submitted by Garney Companies.

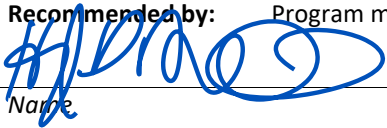

*This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs 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.*

<b>a Original Contract Price</b>	<u>588,598.00</u>
<b>b Previously Approved Change Order Amounts*</b>	<u>87,709,887.32</u>
<b>c Adjusted Contract Price ( a + b )*</b>	<u>88,298,485.32</u>
<b>d Change Order Amount</b>	<u>(5,250,000)</u>
<b>e Revised Contract Price ( c + d )*</b>	<u>83,084,485.32</u>
<b>f Percent Change to Date</b>	<u>%</u>
<b>g Change in Days this Contract Amendment</b>	<u>0</u> days

<b>Completion Dates:</b>		<b>Original</b>		<b>Previous</b>		<b>Current</b>
<b>Substantial Completion</b>	<b>h</b>	<u>6/30/2024</u>	<b>i</b>	<u>6/30/2024</u>	<b>j</b>	<u>2/14/2025</u>
<b>Final Completion</b>	<b>k</b>	<u>12/31/2024</u>	<b>l</b>	<u>12/31/2024</u>	<b>m</b>	<u>4/15/2025</u>

<p><b>Recommended by:</b> <u>Design Engineer</u></p> <p>_____ Name Date</p> <p><b>Approved by:</b> <u>Garney Companies</u></p> <p>_____ Name</p> <p><b>Approved by:</b> <u>GTUA</u></p> <p>_____ Name Date</p>	<p><b>Recommended by:</b> <u>Program manager</u></p> <p> Name Date <u>4/7/25</u></p> <p><b>Approved by:</b> <u>City of Sherman</u></p> <p> Name Date <u>4/7/2025</u></p>
---	--



1700 Swift Street, North Kansas City, MO 64116  
Phone: 816.741.4600  
www.garney.com

Hugh Brightwell  
5810 Tennyson Parkway, Suite 425  
Plano, TX 75024

4/1/2025

ATTN:  
Tom Pruitt – City of Sherman  
Toby Flinn – Pape Dawson Engineering  
Hugh Brightwell – Pape Dawson Engineering

**Project: 36-Inch West Sherman Water Main CMAR Project**  
**RE: Deductive Change Letter**

This letter is to commit to the City of Sherman that Garney Construction will decrease the total value of the CMAR Contract from \$88,298,485.32 by \$5,250,000 for a total remaining contract value of \$83,048,485.32. This savings is provided through multiple codes that were authorized through the contract including a reduction to Allowances, Extra Work Items, and CMAR Contingency's. The remaining money within each of the bid packages will be re-allocated and reconciled to a contingency fund to be utilized in the event that these funds are needed throughout the remainder of this project. If the remaining funds go unutilized these funds will be released upon final reconciliation and contract close.

CMAR Markup	Description	Contract Value	Cost To Date	Deductive Value	Remaining Contract Value
	Allowance	\$3,051,401.24	\$ 1,686,370.70	\$ (187,719.63)	\$ 1,177,310.91
	Extra Work Items	\$2,438,000.00	\$ -	\$ (2,438,000.00)	\$ -
6.50%	Construction Services (CMAR) GC Multiplier	\$4,775,691.32	\$ 3,897,856.04	\$ (170,671.78)	\$ 707,163.51
9.50%	Construction Services (CMAR) Fee	\$6,979,856.55	\$ 5,696,866.52	\$ (249,443.36)	\$ 1,033,546.67
3.00%	CMAR Contingency	\$2,204,165.23	\$ -	\$ (2,204,165.23)	\$ -
	<b>Total Deductive Change</b>			<b>\$ (5,250,000.00)</b>	

Sincerely,

Andrew Beck  
Area Manager

**AGENDA ITEM X**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

---

**DATE:** April 8, 2025

**SUBJECT:** AGENDA ITEM NO. X

**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 CONTRACT WITH RAVENNA- NUNNELEE WATER SUPPLY CORPORATION.**

#### **ISSUE**

Approval of the Water Supply Contract with the Ravenna-Nunnelee Water Supply Corporation.

#### **BACKGROUND**

The Ravenna-Nunnelee WSC requested the Authority staff assist the District in obtaining funding for improvements to the District's water system. The District is seeking funding for this project to correct the low pressures in the system by installing larger lines to reduce pressure loss in the distribution system. The project also involves installing generators at the offsite well and 2 pump station sites to be prepared during a power outage. Also included are fencing repairs at the pump station sites.

The Texas Water Development Board ("TWDB") Texas Water Development Fund (DFUND) was selected as the funding source for these improvements. DFUND is a loan program that utilizes the State's Triple A Bond rating to provide funding to water systems.

This will be Ravenna-Nunnelee's first project with the Authority.

#### **STAFF RECOMMENDATIONS**

The Authority Staff recommend the Board approve the Water Supply Contract.

#### **ATTACHED**

Water Supply Contract

**CONTRACT FOR WATER SUPPLY AND SEWER SERVICE  
BETWEEN GREATER TEXOMA UTILITY AUTHORITY AND  
RAVENNA-NUNNELEE WATER SUPPLY CORPORATION**

THE STATE OF TEXAS                   §  
   §  
THE COUNTY OF GRAYSON           §

THIS CONTRACT ("Contract") is made and entered into as of April 15, 2025, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Texas Special District Local Laws Code, Chapter 8283 (the "Act"), and the RAVENNA-NUNNELEE WATER SUPPLY CORPORATION, a nonprofit water supply corporation in the County of Fannin, Texas (hereinafter referred to as the "Entity"), duly created and existing under the laws of the State of Texas:

**W I T N E S S E T H:**

WHEREAS, the Authority, acting pursuant to the Act, has issued or proposes to issue, or both, its bonds for the purposes of providing (i) certain sanitary sewer collection and treatment facilities for use by the Entity, and (ii) an additional supply of water to the Entity and certain water supply facilities in order to store and transport such water to the Entity ;

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

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

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

**ARTICLE I  
DEFINITIONS**

**SECTION 1.01:**       Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this Contract and any contract amendatory or

supplemental to this Contract shall be construed or used and are intended to have meanings as follows:

- (a) "Authority" shall mean the Greater Texoma Utility Authority, or its successor.
- (b) "Board" and "Board of Directors" shall mean the Board of Directors of the Authority.
- (c) "Bond Resolution" shall mean any resolution of the Board of Directors authorizing the issuance of the Bonds and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted, where the proceeds from the sale of the Bonds will be used to discharge the cost of the Project.
- (d) "Bonds" shall mean any bonds payable from revenues to be received by the Authority from the Entity under this Contract and to be issued by the Authority for the purpose of providing funds to pay the necessary costs of the Project, whether in one or more series or issues, or any bonds issued to refund the same.
- (e) "Entity" shall mean the RAVENNA-NUNNELEE WATER SUPPLY CORPORATION.
- (f) "Cost of the Project" shall mean, with respect to the Water Project or the Sewer Project, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of the Project, including, without limiting the generality of the foregoing, the cost of the acquisition of all land, rights-of-way, property rights, easements, and interests, the cost of all machinery and equipment, financing charges, interest and administrative expenses expected to accrue during the period of construction, the funding of any reserve funds created by the Bond Resolution(s), cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, improving, enlarging, extending, or repairing the Project, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of the Project and all legal fees, printing and other cost, fees and expenses necessary for or incident to the issuance of the Bonds.
- (g) "Engineer" shall mean a registered, professional engineer (who may be the Entity Engineer or the Authority's Engineer). The Entity and Authority agree that the Engineer may be a different firm on different aspects of the Project and that any Project will be acquired, constructed, improved, enlarged, extended and repaired in accordance with the plans and specifications prepared under the supervision of the Engineer. It is further agreed that an Engineer may be changed or added and the scope of duties adjusted by the Authority, subject to the consent of the Entity.
- (h) "Fiscal Year" shall mean the twelve month operating period (under this Contract) commencing October 1<sup>st</sup> of each year, provided such twelve month period may be changed one time in any three calendar year period by agreement of the Authority and the Entity (which agreement, if made, shall be attached hereto as an exhibit).
- (i) "Maintenance and Operation Expense of the Project" shall mean the expense of maintenance and operation of the Project including all salaries, labor, materials, interest, repairs, and replacements necessary to render efficient service, or which might be necessary to meet

some physical accident or condition which would otherwise impair the security of the Bonds. Such term shall not include depreciation.

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

(k) "Project" shall mean, collectively, the Water Project and the Sewer Project.

(l) "Sewer Project" shall mean, collectively, 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 Entity under this Contract, or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project described in each ordinance or resolution of the Entity, 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) "Water Project" shall mean, collectively, 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 Entity under this Contract or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project described in each ordinance or resolution of the Entity, duly passed prior to or subsequent to the date of this Contract, authorizing the issuance of Bonds by the Authority to finance the Costs of the Project.

## ARTICLE II REPRESENTATIONS AND AGREEMENTS

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

(a) In its capacity as a duly incorporated water supply corporation of Texas, it is empowered under applicable laws of Texas to enter into the engagements prescribed for it under this Contract and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract.

(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) That 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 Entity obligations secured by and made payable from the revenues derived from the operation of the Entity's combined Water and Sanitary Sewer System (the "Utility System").

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

(e) Release and Waiver of Liability and Indemnity.

1. Entity fully understands and acknowledges that:
  - i. There are certain risks associated with the Project, including but not limited to the risk of litigation with a contractor, supplier or other parties;
  - ii. The damages which could result from these risks described above, could be in the form of litigation expenses and/or the cost to satisfy an adverse judgment;
  - iii. These risks may be caused by the action, inaction or negligence or breach of contract of the participant or the action, inaction or negligence or breach of contract of others, including, but not limited to, the Releasee named below; and
  - iv. There may be other risks not known to us or are not reasonably foreseeable at this time.
2. Entity accepts and assumes all such risks and responsibility for such losses and/ or damages, however caused and whether caused in whole or in part by the breach of contract or negligence of the Releasee named below.
3. In consideration for Authority executing this contract, Entity **RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE** the Releasee named below, its Board of Directors, its officers, agents, or employees (hereinafter referred to as Releasee) from any and all **liability**, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, sustained by us, a contractor, supplier or other third party, whether caused by the **breach of contract or negligence** of Releasee or otherwise.
4. Entity further agrees to **INDEMNIFY DEFEND AND HOLD HARMLESS** Releasee from any claim, loss, liability, damage or costs, including court costs and attorney fees, that it may incur due to any claims by us, contractors, supplier or third parties relating to the Project, whether caused by a **breach of contract or negligence** of Releasee or otherwise. Entity further agrees that this Release, Waiver of Liability, Hold Harmless and Indemnity Agreement shall be construed in accordance with the laws of the State of Texas.
5. ENTITY HAS READ THIS RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT IT MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO US AND INTEND ITS SIGNATURE TO BE A COMPLETE AND



UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE  
GREATEST EXTENT ALLOWED BY LAW.

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

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

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

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

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

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

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

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

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

(f) Unless otherwise agreed by the parties, the 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 Entity 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 Entity and any grant received, for the purpose of providing all or part of the Project. It is agreed that the Entity and its customers shall have the exclusive use of the entire Project for the useful life of the Project. In consideration for the

Authority's obligation hereunder, the Entity 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 Entity's obligations to make any and all payments specified in this Article and the ownership interest of the Authority in the Project will terminate when all of the Authority's Bonds issued in connection with the Project have been paid in full and retired and are no longer outstanding. It is further agreed that upon completion of the Project, and when all of the Authority's Bonds issued in connection with the Project have been paid in full and retired and are no longer outstanding, ownership of the Project shall fully vest in the Entity. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on its Bonds is from the payments to be made by the Entity to the Authority under this Contract, and the Entity agrees that it will make to the Authority the following payments:

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

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

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

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

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

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

(a) Monthly Amortization Payments — the Entity shall commence making monthly amortization payments at such time as any amount required by the Bond Resolution(s) to be deposited into an escrow account for the payment of interest on the Bonds during the Project construction period has been fully exhausted; provided that such payments shall commence in no event later than the earlier of (i) twelve months prior to the first principal payment date specified in the Bond Resolution(s), or (ii) six months prior to the first interest payment date for which moneys are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the Contract and shall be adjusted by the Entity 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 Entity shall commence making these payments on the 10th day of a month, as may be provided in the Bond Resolution, after the delivery of the initial series of Bonds issued to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such additional Bonds.

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

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

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

**SECTION 3.03: Maintenance and Operation of the Project.** Unless otherwise agreed by the parties, it is agreed that the Operator will be responsible for maintaining and operating the Project for the entire term of this Contract, and shall pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The 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 Entity is the Operator under this Section, the Entity agrees, to the extent allowed by law, to indemnify and to save and hold harmless the Authority from any and all, exclusive of costs caused by or associated with the Authority's negligence, claims, damages, losses, costs and expenses, including reasonable attorney fees, arising at any time from the acquisition, existence, ownership, operation and maintenance of the Project.

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

facilities. All premiums for such insurance shall constitute a Maintenance and Operation Expense of the Project.

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

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

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

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

(b) The Entity 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 Utility System, including all payments, obligations and indemnities contracted hereunder.

SECTION 3.08: Nature of Obligation of Entity. The payments required to be made by the Entity under the terms of this Contract shall be due and payable in any and all events regardless of whether there shall be, for any reason, a delay in the completion of all or any part of the Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the Entity shall be and are separate and independent covenants and the Entity shall have no rights of set off, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the Entity 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 Entity pursuant to this Contract are to be collected from the sources referenced herein, and from no other source.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

SECTION 4.05:        This Contract shall be binding upon and inure to the benefit of the Authority and the Entity and their legal successors but the Contract shall not be otherwise assignable in whole or in part by either the Authority or Entity without first obtaining the written consent of the other. Consent to any proposed assignment will not be unreasonably withheld or

delayed. To the extent an assignee expressly assumes an obligation of the assignor, assignor shall be fully released from performing or undertaking such obligations.

SECTION 4.06: Regulatory Provisions. This Contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 4.07: Taxes. In the event any sales or use taxes, or taxes of any nature, are hereafter imposed upon the Project or the Authority on account of the acquisition, existence, ownership, operation and maintenance of the Project, the amount of such taxes shall be treated as operating expenses of the Project.

SECTION 4.08: Title to Water and Sewage. Title to all water and sewage put into the Project under this Contract shall be in the Entity.

SECTION 4.09: Notices. Any notice, request, demand, statement or bill provided for in this Contract shall be in writing and shall be considered to have been fully delivered when sent by registered mail, addressed as follows:

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

To the Entity: P.O. Box 792  
Bonham, TX 75418  
Attention: President, Board of Directors

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 4.10: Covenant to Enforce Contractual Obligations. The Authority covenants that it will enforce the obligations of the Entity 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 4.11: Consequences of Entity Default. The Authority and the Entity 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 Entity 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 4.12: Further Agreements of the Parties. The parties hereto specifically recognize that to the extent the Entity has heretofore issued, sold and delivered revenue bonds that were and are payable from and secured by a lien on and pledge of the net revenues of its

Utility System, and to the extent such bonds so issued and delivered are outstanding, the Entity has disclosed to the Authority the existence and terms of all such bonds.

Additionally, the Entity represents to the Authority that:

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

**SECTION 4.13: Control of Project by Operator.** The parties hereto recognize and it is specifically agreed that after completion of the Project and during the term of this Contract, the Operator shall have the exclusive right to the use and utilization of the Project, for the benefit of the Entity; that the Operator without hindrance from the Authority or the Entity, or the employees or other agents of either of them, may operate, maintain, repair, enlarge, improve, extend, provide for additions to or otherwise control, manage and keep up the said Project.

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

**SECTION 4.14: Force Majeure.**

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

(b) No damage shall be recoverable from Authority by reason of the suspension of the operation of the Project due to any of the causes above mentioned. If Operator's ability to operate

the Project is affected by any of such causes, the Operator shall promptly notify the other party in writing giving the particulars as soon as possible after the occurrence of the cause or causes for such interruption.

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

SECTION 4.15:      Easements. The Entity agrees that the Authority may have such easements over any easements, right of way or property held by the Entity so that the facilities herein anticipated and the placement thereof and of all required equipment may be appropriately provided.

SECTION 4.16:      Bond Approval by the Entity.

(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 Entity shall approve the issuance thereof as provided in this Section.

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

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

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

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

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

GREATER TEXOMA UTILITY AUTHORITY

(Authority Seal)

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

RAVENNA-NUNNELEE WATER SUPPLY  
CORPORATION

By:  \_\_\_\_\_  
President, Board of Directors

ATTEST:

 \_\_\_\_\_  
Secretary, Board of Directors

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE WATER FACILITIES CONTRACT WITH RAVENNA-NUNNELEE WATER SUPPLY CORPORATION.

WHEREAS, the Greater Texoma Utility Authority has entered into a Water Facilities Contract for Water Supply Service with the Ravenna-Nunnelee Water Supply Corporation and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the Water Facilities Contract with Ravenna-Nunnelee Water Supply Corporation.

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

AYE:

NAY:

ABSTAIN:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

## **AGENDA ITEM XI**



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

---

**DATE:** April 8, 2025

**SUBJECT:** AGENDA ITEM NO. XI

**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 AN AMENDED WATER FACILITIES CONTRACT WITH LAKE KIOWA SPECIAL UTILITY DISTRICT**

### **ISSUE**

Approval of the Water Supply Contract with the Lake Kiowa Special Utility District (SUD)

### **BACKGROUND**

The Lake Kiowa SUD requested the Authority staff assist the District in obtaining funding for improvements to the District's water system. Lake Kiowa SUD is entering phase 5 of a multi-phase project to replace all aging lines within the water system. TWDB has previously funded the beginning phases. This project is for the first half of the final phase, to correct the low pressures in the system by installing larger lines to reduce pressure loss in the distribution system. The project also involves installing generators at the offsite well and 2 pump station sites to be prepared during a power outage. Also included are fencing repairs at the pump station sites.

The Texas Water Development Board ("TWDB") Texas Water Development Fund (DFUND) was selected as the funding source for these improvements. DFUND is a loan program that utilizes the State's Triple A Bond rating to provide funding to water systems.

This amendment to the contract is to include the Authority's new Liability and Indemnity language.

### **STAFF RECOMMENDATIONS**

Staff recommend the Board approve the Water Supply Contract.

### **ATTACHED**

Water Supply Contract

## FIRST AMENDED AND RESTATED WATER FACILITIES CONTRACT

THIS CONTRACT ("Contract") is made and entered into as of October 9, 2018, and amended on \_\_\_\_\_, 2025, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Texas Special District Local Laws Code, Chapter 8283 (the "Act"), and the LAKE KIOWA SPECIAL UTILITY DISTRICT, a Texas political subdivision (hereinafter referred to as the "District"), duly created and existing under the laws of the State of Texas:

### W I T N E S S E T H:

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

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

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

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

### ARTICLE I DEFINITIONS

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

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

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

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

(f) "District" shall mean the Lake Kiowa Special Utility District.

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

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

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

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

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

## ARTICLE II REPRESENTATIONS AND AGREEMENTS

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

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

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

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

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

(e) Release and Waiver of Liability and Indemnity.

1. The District fully understands and acknowledges that:

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

2. The District accepts and assumes all such risks and responsibility for such losses and/ or damages, however caused and whether caused in whole or

in part by the breach of contract or negligence of the Releasee named below.

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

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

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

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



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

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

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

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

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

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

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

### ARTICLE III FISCAL MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

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

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

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

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

ARTICLE IV  
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

To the Authority:	5100 Airport Drive Denison, Texas 75020 Attention: President, Board of Directors
To the District:	133 Kiowa Drive S Lake Kiowa, Texas 76240 Attention: General Manager

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

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

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

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

Additionally, the District represents to the Authority that:

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

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

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

SECTION 4.13: Force Majeure.

(a) If for any reason of "force majeure" either of the parties hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, other than the obligation of District to make the payments required under the terms of Section 3.01 hereof, then if such party shall give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied upon, the obligation of the party giving such notice, so far as it is affected by such "force majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such

parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply and inability on the part of the Authority to deliver water hereunder or to provide sewage treatment or of the District to receive water or to deliver sewage treatment, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lock-outs shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes and lock-outs by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason for force majeure shall relieve the District from its obligations to make the payments required under the terms of Section 3.01 hereof.

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

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

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

SECTION 4.15: Bond Approval by the District.

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

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

resolution or order approve either (i) the form of purchase agreement or (ii) the resolution authorizing the issuance of the Bonds.

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

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

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

*[remainder of page left blank intentionally]*



LAKE KIOWA SPECIAL UTILITY DISTRICT

(District Seal)

By: William J. Turner  
President, Board of Directors

ATTEST:

Christine Paul  
Secretary, Board of Directors

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

GREATER TEXOMA UTILITY AUTHORITY

(Authority Seal)

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE AMENDED WATER FACILITIES CONTRACT WITH LAKE KIOWA SPECIAL UTILITY DISTRICT.

WHEREAS, the Greater Texoma Utility Authority has entered into an Amended Water Facilities Contract for Water Supply Service with the Lake Kiowa Special Utility District and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the Amended Water Facilities Contract with Lake Kiowa Special Utility District.

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

AYE:

NAY:

ABSTAIN:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

## **AGENDA ITEM XII**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

---

**DATE:** April 8, 2025

**SUBJECT:** AGENDA ITEM NO. XII

**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 AN AMENDED WATER AND SEWER FACILITIES CONTRACT WITH THE CITY OF VALLEY VIEW**

#### **ISSUE**

Approval of the Water Supply and Sewer Service Facilities Contract with the City of Valley View.

#### **BACKGROUND**

The City of Valley View requested the Authority staff assist the District in obtaining funding for improvements to the District's water system. The City of Valley View used previous DWSRF funding to undergo smoke tests and video inspections of their sewer system to determine operational issues. The City experiences I&I issues especially during heavy rain events. The District is seeking funding to address the issues discovered during the testing and inspections which include replacement of aged and damaged pipes and upgrading the current WWTP to address the I&I issue and to account for expected growth.

The Texas Water Development Board ("TWDB") Texas Water Development Fund (DFUND) was selected as the funding source for these improvements. DFUND is a loan program that utilizes the State's Triple A Bond rating to provide funding to water systems.

This amendment to the contract is to include the Authority's new Liability and Indemnity language.

#### **STAFF RECOMMENDATIONS**

Staff recommends the Board approve the Amended Water Supply Facilities Contract.

#### **ATTACHED**

Amended Water Supply Facilities Contract

FIRST AMENDED AND RESTATED WATER  
AND SEWER FACILITIES CONTRACT

THE STATE OF TEXAS                   §  
   §  
COUNTY OF COOKE                   §

THIS CONTRACT (the or this "Contract") is made and entered into as of May 23, 2022, and amended April \_\_\_\_, 2025, 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 and corporate, duly created, existing, and acting by virtue of Chapter 8283 of the Texas Special District Local Laws Code, as amended, (the "Act"), and the CITY OF VALLEY VIEW, TEXAS, a political subdivision of the State of Texas in the County of Cooke, 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, has issued or proposes to issue, or both, its bonds for the purposes of providing (i) certain sewer collection and treatment facilities for use by the City, (ii) an additional supply of water to the City, and/or (iii) certain water supply facilities in order to store and transport water to the City;

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

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

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

ARTICLE I  
DEFINITIONS

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

- (a) "Authority" shall mean the Greater Texoma Utility Authority, or its successor.
- (b) "Board" and "Board of Directors" shall mean the Board of Directors of the Authority.
- (c) "Bond Resolution" shall mean any resolution of the Board of Directors authorizing the issuance of the Bonds and providing for their security and payment, as such resolution(s) may

be amended from time to time as therein permitted, where the proceeds from the sale of the Bonds will be used to discharge the cost of the Project.

(d) "Bonds" shall mean any bonds payable from revenues to be received by the Authority from the City under this Contract and to be issued by the Authority for the purpose of providing funds to pay the necessary costs of the Project or to refund currently outstanding bonds previously issued by the Authority payable from the revenues to be received by the Authority under this Contract, whether in one or more series or issues.

(e) "City" shall mean the City of Valley View, Texas.

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

(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 the Project and that any Project will be acquired, constructed, improved, enlarged, extended, and repaired in accordance with the plans and specifications prepared under the supervision of the Engineer. It is further agreed that an Engineer may be changed or added and the scope of duties adjusted by the Authority, subject to the consent of the City.

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

(i) "Force Majeure" shall have the meaning assigned to such term in Section 4.13 hereto.

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

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

(l) "Project" shall mean, collectively, the Water Project and the Sewer Project.

(m) "Sewer Project" shall mean, collectively, the 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 described in each ordinance or resolution of the City, 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.

(n) "State" shall mean the State of Texas.

(o) "Utility System" shall have the meaning assigned to such term in Section 2.01(c) hereto.

(p) "Water Project" shall mean, collectively, 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 described in each ordinance or resolution of the City, duly passed prior to or subsequent to the date of this Contract, authorizing the issuance of Bonds by the Authority to finance the Costs of the Project.

## ARTICLE II REPRESENTATIONS AND AGREEMENTS

**SECTION 2.01:** The 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 the State, it is empowered under applicable laws of Texas to enter into the engagements prescribed for it under this Contract and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract.

(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 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 Sewer System (the "Utility System").

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

(e) Release and Waiver of Liability and Indemnity.

1. The District fully understands and acknowledges that:

i. There are certain risks associated with the Project, including but not limited to the risk of litigation with a contractor, supplier or other



parties;

- ii. The damages which could result from these risks described above, could be in the form of litigation expenses and/or the cost to satisfy an adverse judgment;
  - iii. These risks may be caused by the action, inaction or negligence or breach of contract of the participant or the action, inaction or negligence or breach of contract of others, including, but not limited to, the Releasee named below; and
  - iv. There may be other risks not known to us or are not reasonably foreseeable at this time.
2. The District accepts and assumes all such risks and responsibility for such losses and/ or damages, however caused and whether caused in whole or in part by the breach of contract or negligence of the Releasee named below.
  3. In consideration for Authority executing this contract, The District **RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE** the Releasee named below, its Board of Directors, its officers, agents, or employees (hereinafter referred to as Releasee) from any and all **liability**, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, sustained by us, a contractor, supplier or other third party, whether caused by the **breach of contract or negligence** of Releasee or otherwise.
  4. The District further agrees to **INDEMNIFY DEFEND AND HOLD HARMLESS** Releasee from any claim, loss, liability, damage or costs, including court costs and attorney fees, that it may incur due to any claims by us, contractors, supplier or third parties relating to the Project, whether caused by a **breach of contract or negligence** of Releasee or otherwise. The District further agrees that this Release, Waiver of Liability, Hold Harmless and Indemnity Agreement shall be construed in accordance with the laws of the State of Texas.
  5. THE DISTRICT HAS READ THIS RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT IT MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO US AND INTEND ITS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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

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

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

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

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

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

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

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

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

(f) Unless otherwise agreed by the parties, 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 the Project; provided, however, proceeds from Bonds issued for refunding purposes may be used as provided in such Bond Resolution(s) authorizing such refunding Bonds. It is agreed that the City and its customers shall have the exclusive use of the entire Project for the useful life of the Project. In consideration for the Authority's obligation hereunder, the 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 specified in this Article and the ownership interest of the Authority in the Project will terminate when all of the Authority's Bonds issued in connection with the Project have been paid

in full and retired and are no longer outstanding. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on its Bonds is from the payments to be made by the City to the Authority under this Contract, 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 20th 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(s) in order to establish, maintain or replenish the Reserve Fund for the security and payment of Bonds.

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

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

(e) Maintenance and Operation Costs — Such amounts as are necessary to pay or reimburse the Authority for costs of Maintenance and Operation of the Project (for which provision is made in Section 3.03), if the Authority is the Operator under that Section.

SECTION 3.02: Time for Making of Payments. The 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 moneys are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the Contract and shall be adjusted by the 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 20th day of the following month, as may be provided in the Bond Resolution, after the delivery of the initial series of Bonds issued to provide the Project, and upon the issuance of additional

Bonds, shall increase the payments in accordance with the Bond Resolution(s) authorizing such additional Bonds.

(c) **Administrative Payment** — the City shall commence making the administrative payment on the 20th day of the month following the effective date of this Contract, and thereafter such payment shall be made on the 20th 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.

(e) **Maintenance and Operating Expenses** — (i) if the City is designated as the Operator, such expenses shall be paid by the City as the same become due; or (ii) if the Authority is designated as the Operator, the City shall pay (up to the amount annually budgeted for such expenses) the amount which the Authority determines shall be required in such months, such payments to be made on or before the 20th day of each month after the Project becomes operational. The annual budget shall be prepared by the Authority at least thirty (30) days prior to the date the Project is to become operational, or, thereafter prior to the beginning of each Fiscal Year; the budget shall then be submitted to the City which may indicate exceptions or suggestions, which shall then be considered by the Board. If an annual budget is found to be insufficient or excessive, the parties agree the same shall be taken into consideration by an amendment as well as the budget for the following year, with the view that additional payments shall be made or credit shall be given so that expenditures match receipts over the Fiscal Year or an adjustment is made in the following month.

**SECTION 3.03: Maintenance and Operation of the Project.** Unless otherwise agreed by the parties, it is agreed that the Operator will be responsible for maintaining and operating the Project for the entire term of this Contract, and shall pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The 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 the extent allowed by law, to indemnify and to save and hold harmless the Authority from any and all, exclusive of costs caused by or associated with the Authority's negligence, claims, damages, losses, costs, and expenses, including reasonable attorney fees, arising at any time from the acquisition, existence, ownership, operation, and maintenance of the Project.

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

**SECTION 3.05: Covenant of Timely Payment.** The 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 unusable 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 upon 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 time herein specified, interest on such amounts shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within sixty (60) days from the date such payment becomes due, the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 3.07: Priority of Charges - 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 Utility System.

(b) The City further agrees to fix and collect such rates and charges for water and sewer services to its customers as will make possible the prompt payment of all expenses of operating and maintaining its Utility 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 the 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 set off, 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 source.

ARTICLE IV  
MISCELLANEOUS PROVISIONS

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

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

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

uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the City choose to discontinue the operation of all or part of the 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 the Authority and the City. Such modification may be requested by either party, in which event a joint meeting of the governing bodies or of their duly authorized and appointed representative shall be held not less than thirty (30) days after the giving of such notice. At such joint meeting, the suggested changes or modifications shall be considered, discussed and settled. No such change or modification may be made which will affect adversely the payment when due of all moneys required to be paid by the City under the terms of this Contract and no such change will be effective which affects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

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

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

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

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

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

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

To the City: 308 W. Obuch Street  
Valley View, Texas 76272  
Attention: Mayor

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 4.10: 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 to the extent the City has heretofore issued, sold and delivered revenue bonds that were and are payable from and secured by a lien on and pledge of the surplus net revenues of its Utility System, and to the extent such bonds so issued and delivered are outstanding, the City has disclosed to the Authority the existence and terms of all such bonds.

Additionally, the City represents to the Authority that:

- (a) There is no provision in any ordinance of the City which prohibits the City from entering into and executing this Contract.
- (b) The execution of this Contract and the operation thereunder will not in any way impair the obligation of contract by and between the City and any other person. The Project is in furtherance of governmental policy, 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 the 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; 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 the Project.

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

SECTION 4.13:            Force Majeure.

(a) If for any reason of Force Majeure either of the parties hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, other than the obligation of 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 upon, the obligation of the party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply and inability on the part of the Authority to deliver water hereunder or to provide sewage treatment or of the 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 lock-outs shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes and lock-outs by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason for 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 Operator's ability to operate the Project is affected by any of such causes, the Operator shall promptly notify the other party in writing giving the particulars as soon as possible after the occurrence of the cause or causes for such interruption.

(c) It is expressly recognized by 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, and any suspensions of the operation of the Project due to such operation shall not be cause for claim of damage on part of the Operator provided all reasonable effort is used by the Operator to provide City with the service afforded by the Project in accordance with this Contract. In such case, the Operator shall give the other party as much advance notice as may be practicable of the suspension of operation and of the estimated duration thereof.

SECTION 4.14:            Easements. The City agrees that the Authority may have such easements over any easements, right-of-way, or property held by the City 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 City shall approve the issuance thereof as provided in this Section.

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

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

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

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

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

GREATER TEXOMA UTILITY AUTHORITY

(Authority Seal)

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

CITY OF VALLEY VIEW, TEXAS

(City Seal)

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

ATTEST:

\_\_\_\_\_  
City Secretary

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE AMENDED WATER AND SEWER FACILITIES CONTRACT WITH THE CITY OF VALLEY VIEW.

WHEREAS, the Greater Texoma Utility Authority has entered into an Amended Water and Sewer Facilities Contract for Water Supply and Sewer Service with the City of Valley View and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the Amended Water and Sewer Facilities Contract with the City of Valley View.

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

AYE:

NAY:

ABSTAIN:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

## **AGENDA ITEM XIII**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

---

**DATE:** April 7, 2025

**SUBJECT:** AGENDA ITEM NO. XIII

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

**CONSIDER AND ACT UPON CHANGE ORDER NO. 1 AND A RESOLUTION BY THE  
BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY  
ACCEPTING THE CONTRACT WITH ARCHER WESTERN CONSTRUCTION LLC FOR  
THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PACKAGE 1  
PROJECT AS COMPLETE.**

### **ISSUE**

Consider and act upon Change Order No. 2 and closeout of the contract with Archer Western Construction, for the City of Sherman Water Treatment Plant Expansion Package 1 Project.

### **BACKGROUND**

The City of Sherman executed a major infrastructure improvements program to meet the fast-growing needs of the city including industrial, commercial and residential users. The city needs to complete certain key infrastructure projects to meet the planned industrial expansion needs of significant industrial users before 2025. Currently, this includes water treatment plant, pump station, transmission pipeline, elevated storage tank and wastewater treatment plant expansion. GTUA BOD approved the award of contract in August of 2024.

This change order will effectively address the unused contingency budget in Bid Item No. 12 - Contingency Allowance 1 for Work Change Directives (\$255,216.00 unused) and Bid Item No. 13 - Contingency Allowance 2 for Additional Independent Testing (\$100,000 unused), thereby bringing these bid items to a zero balance. The original amount allocated for Bid Item 12 was \$500,000.00. To date, a total of \$244,784.00 has been utilized through the following Change Management Requests (CMRs) and Preventive Change Orders (PCOs): CMR-01 (\$30,658.00), CMR-02 (\$85,796.00), CMR-03 (\$29,321.00), CMR-04 (\$15,037.00), PCO-02 (\$18,181.00), PCO-08 (-\$3,582.00), and PCO-09 (\$69,373.00). No expenditure has been recorded for Bid Item 13. Additionally, a total of 60 days has been added to the project timeline, and the overall contract price did not increase.

### **CONSIDERATIONS**

The total funding request for Change Order NO. 2 is a credit of \$5,250,000. There is no change to the contract timeline associated with Change Order NO. 2. Upon approval of this amendment amount, the following adjustments to the contract will be implemented:

Original Contract Amount: \$11,221,669.13

Amendments per CO#1: \$21,203.74

Proposed CO# 2: (\$355,216.00)

Revised Total Contract Amount: \$10,887,686.87

Archer Western Construction LLC has completed the City of Sherman Water Treatment Plant Expansion Package 1 Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Archer Western Construction LLC.



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

---

## **PAGE 2**



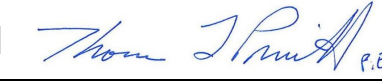
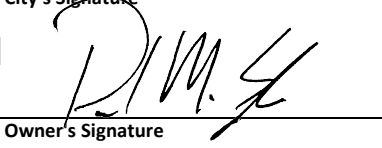
### **STAFF RECOMMENDATIONS**

The Authority Staff recommend approving Change Order No. 2, a decrease of \$355,216.00 to the contract resulting in the new contract amount of \$10,887,686.87, and accept the project as complete. This item received approval during the City of Sherman's Council meeting held on April 7th, 2025.

### **ATTACHMENTS**

Change Order No. 2  
Closeout Documents

**CONSTRUCTION CONTRACT CHANGE ORDER**

<b>PROJECT:</b>		<b>CHANGE ORDER NO.:</b>	
Sherman Water Treatment Plant Expansion Package 1		2	
Garver Project No. 21W05325		<b>DATE PREPARED:</b>	
City of Sherman Public Works Project No. 1505-U		2-Feb-2025	
<b>OWNER:</b>			
Greater Texoma Utility Authority on Behalf of City of Sherman, TX 220 W Mulberry St, P.O. Box 1106 Sherman, TX 75091		Archer Western Construction 1411 Greenway Drive Irving, TX 75038	
<b>DESCRIPTION OF CONTRACT WORK:</b>			
This change order will address unused contingency budget in Bid Items No. 12 - Contingency Allowance 1 for Work Change Directives (\$255,216.00 unused) and 13 - Contingency Allowance 2 for Additional Independent Testing (\$100,000 unused), acting to "zero out" these bid items. Bid Item 12 had an original amount of \$500,000.00; A total of \$244,784.00 was used via CMR-01 (\$30,658.00), CMR-02 (85,796.00), CMR-03 (\$29,321.00), CMR-04 (\$15,037.00), PCO-02 (\$18,181.00), PCO-08 (-\$3,582.00), and PCO-09 (\$69,373.00). No amount of Bid Item 13 was used. A total of 60 days were added, and the total contract price did not increase.			
<b>CONTRACT MODIFICATION:</b>			<b>AMOUNT</b>
-	Zero Out Bid Item No. 12 - Contingency Allowance 1 for Work Change Directives		(\$255,216.00)
-	Zero Out Bid Item No. 13 - Contingency Allowance 2 for Independent Testing		(\$100,000.00)
			<b>Project Cost: \$ (355,216.00)</b>
<b>CONTRACT AMOUNT CHANGE:</b>		<b>CONTRACT TIME CHANGE:</b>	
Original Contract Amount:	\$11,221,699.13	Original Contract Start Date:	19-Dec-2022
Amount per Change Order No. 1:	\$21,203.74	Original Contract Time (Calendar Days):	361
Amount per approved CMRs and PCOs:	\$0.00	Contract Time Added per Change Order No. 1	10
Amount per Change Order No. 2:	(\$355,216.00)	Contract Time Added via Approved CMRs and PCOs:	60
Revised Contract Amount:	\$10,887,686.87	Contract Time Added per Change Order No. 2	0
		Revised Contract Substantial Completion Date:	23-Feb-2024
<b>THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS.</b>			
<b>ISSUED BY ENGINEER</b>			
Engineer: Garver	 Engineer's Signature	Senior Project Manager	03/28/2025
		Title	Date
<b>ACCEPTED BY CONTRACTOR</b>			
Contractor: Archer Western Construction	 Contractor's Signature	Project Manager	03/28/2025
		Title	Date
<b>ACCEPTED BY CITY</b>			
City: City of Sherman	 City's Signature	Utility Engineer	4/7/2025
		Title	Date
<b>APPROVED BY OWNER</b>			
Owner: Greater Texoma Utility Authority	 Owner's Signature	General Manager	4/7/2025
		Title	Date

## PCO-10 Credit to Balance Final Contract Value

Project Name:  Project No:

Project Owner:  Initiated By: ☐ Owner  
Engineer  ☐ Engineer  
Construction Manager  ☐ CMAR  
☒ Contractor

Contractor:  Date:

Attention

The following change in the contract on this project is proposed

- Work shall not commence until authorized by the OWNER.

### Description of the Proposed Change:

PCO-10 Credit to Balance Final Contract Value

Extended Temp Pipe and Equipment rental for bypass piping and removal of bypass piping.

BY

All work shall be in accordance with the terms, stipulations, & conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged

by 0 calendar days

This change will: ☒ Add ☐ Deduct ☐ Not Change

Comments:

GENERAL CONTRACTOR

DATE

☐ Accepted ☐ Rejected

BY (Consultant Name):

DATE

Owner's Action:

☐ Accepted ☐ Rejected

BY (Owner)

Date



Contract Modification Request

PCO-010

PROJECT NO: 222193	Add'l Days Requested:	0
--------------------	-----------------------	---

OWNER: City of Sherman	DESCRIPTION:
------------------------	--------------

ENGINEER: Garver	Credit to balance final contract amount
------------------	---

OWNER: City of Sherman	DESCRIPTION:
------------------------	--------------

ENGINEER: Garver	Credit to balance final contract amount
------------------	---

<b>Contract Modification Request</b>		<b>PCO-010</b>
PROJECT NO: 222193	Amount Requested:	<b>(\$355,216)</b>
	Add'l Days Requested:	0

CONTRACTOR: ARCHER WESTERN CONSTRUCTION, LTD

Description	Qty	Unit	Unit/Price	Labor	Material	Equipment	Subcontractor	Totals
<b>Credit to Balance Allowances</b>								
Credit to Balance Pay App Item 12.00	1	LS	(\$255,216.00)	(\$255,216.00)				(\$255,216.00)
Credit to Balance Pay App Item 13.00	1	ls	(\$100,000.00)	(\$100,000.00)				(\$100,000.00)
<b>MATERIAL</b>								
<b>EQUIPMENT</b>								
								\$0.00
<b>SUBCONTRACT</b>								
								\$0.00
								\$0.00
								\$0.00
<b>MISCELLANEOUS ITEMS</b>								
								\$0.00
								\$0.00
								\$0.00
								\$0.00
DIRECT COSTS:				(\$355,216.00)	\$0.00	\$0.00	\$0.00	(\$355,216.00)
Small Tools @ 0% of Labor				\$0.00				\$0.00
Safety @ 0% of Labor				\$0.00				\$0.00
Equipment Operating Expense @ 0% of Equipment					\$0.00			\$0.00
DIRECT & INDIRECT COSTS:				(\$355,216.00)	\$0.00	\$0.00	\$0.00	(\$355,216.00)
OH&P @ 0% of Direct & Indirect Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:				(\$355,216.00)	\$0.00	\$0.00	\$0.00	(\$355,216.00)
Insurance and Bond @ 0%								\$0.00
<b>TOTAL AMOUNT THIS COST PROPOSAL SUMMARY</b>								<b>(\$355,216.00)</b>

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

**PROJECT:** Sherman WTP Expansion – Package 1  
**OWNER:** Greater Texoma Utility Authority (GTUA)  
**CONTRACTOR:** Archer Western Construction, LLC  
**ENGINEER:** Garver

**PROJECT NUMBER:**  
1505-U 2023-02  
222193  
21W05325

*The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.*

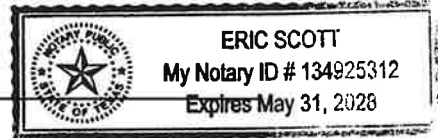
**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

NONE

**CONTRACTOR** Archer Western Construction, LLC

By

*Jeffrey Polak*  
Title Jeffrey Polak/Vice President



Subscribed and sworn to before me this 19th day of August, 20 24

Notary Public: *Eric Scott*

My Commission Expires: *May 31st, 2028*

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS**

<b>PROJECT:</b>	<u>Sherman WTP Expansion – Package 1</u>	<b>PROJECT NUMBER:</b>
<b>OWNER:</b>	<u>Greater Texoma Utility Authority (GTUA)</u>	<u>1505-U 2023-02</u>
<b>CONTRACTOR:</b>	<u>Archer Western Construction, LLC</u>	<u>222193</u>
<b>ENGINEER:</b>	<u>Garver</u>	<u>21W05325</u>

*The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, 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 have been paid in full or have otherwise been satisfied in full.*

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

NONE

**CONTRACTOR** Archer Western Construction, LLC

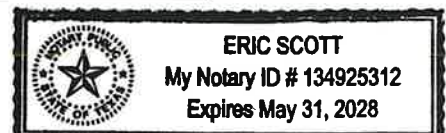
**BY** 

**TITLE** Jeffry Polak/Vice President

Subscribed and sworn to before me this 19th day of August, 2024.

Notary Public: 

My Commission Expires: May 31st, 2028



CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 04/08/2025

Project: Sherman WTP Expansion Package 1

Owner: Greater Texoma Utility Authority on behalf of the City of Sherman

Contractor: Archer Western Construction, LLC

Date of Contract: 02/17/2023

Date of Project Completion: 03/19/2025

Final Contract Amount: \$10,887,686.87

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.

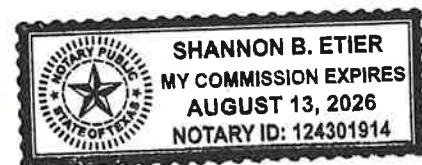
The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of ONE YEAR from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of ONE year(s) from the date of completion that all work under 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: Archer Western Construction

By:

Date: 04/08/2025

Attest:





# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond Number: 107729353

**PROJECT:** *(Name and address)*

Sherman WTP Expansion Package 1  
Sherman, Texas

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** Sherman WTP Expansion Package 1

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☒

OTHER: ☐

**TO OWNER:** *(Name and address)*

GTUA on behalf of the City of Sherman  
5100 Airport Dr.,  
Denison, TX 75020

**CONTRACT DATED:** January 9, 2023

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

Travelers Casualty and Surety Company  
One Tower Square  
Hartford, CT 06183

, SURETY,

on bond of

*(Insert name and address of Contractor)*

Archer Western Construction, LLC  
1411 Greenway Drive  
Irving, TX 75038

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
not relieve the Surety of any of its obligations to

*(Insert name and address of Owner)*

GTUA on behalf of the City of Sherman  
5100 Airport Dr.,  
Denison, TX 75020

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 19, 2024  
*(Insert in writing the month followed by the numeric date and year.)*

Travelers Casualty and Surety Company

*(Surety)*



*(Signature of authorized representative)*

Joshua Smith, Attorney-in-Fact

*(Printed name and title)*



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua Smith** of **CHICAGO, Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

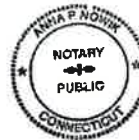
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **August**, 2024



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## PERIODIC ESTIMATE

Estimate No: 20 Final Sheet 1 of 10 Sheet(s)

Project Description:	Sherman WTP Expansion - Package 1	Project Number
Owner:	Greater Texoma Utility Authority (GTUA)	1505-U 2023-02
Address:	5100 Airport Dr, Denison, TX 75020	
Contractor:	Archer Western Construction	222193
Address:	1411 Greenway Dr, Irving, TX 75038	
Telephone:	972-457-8500	
Engineer:	Garver	21W05325
Address:	3000 Internet Blvd, Suite 400, Frisco, TX 75034	
Telephone:	214-451-2973	

Original Contract Amount	\$ 11,221,699.13
Total Additions	\$ 21,203.74
Total Deductions	\$ 355,216.00
Contract as Revised to Date	\$ 10,887,686.87
Total Amount of Work Done to Date	\$ 10,887,686.87
Materials on Hand	
Total Work and Materials	\$ 10,887,686.87
Amount Retained (5) Percent	\$ -
Balance	\$ 10,887,686.87
Less Previous Payments	\$ 10,547,856.02
Amount Due This Application	\$ 339,830.85

Date of Contract	Time
Commencement	12/19/2022
Days allowed in Contract	830
Date of Substantial Completion	8/1/2024
Date of Final Completion	3/28/2025

### Contractor's Certification:

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

CLAIMANT: Archer Western Construction

By: Ramon Mendoza

Subscribed and sworn to before me April 3 2025

My commission Expires: Jan. 13, 2026

Notary Public: Laurie J. Bunker

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	NA
Inspector	<u>[Signature]</u>
Date	4/10/25
Program Manager	<u>[Signature]</u>

Date	04/08/2025
Engineer	<u>[Signature]</u>
Date	4/10/2025
City of Sherman	<u>Thom J. Smith, P.E.</u>

Date	GTUA
------	------

Date	
------	--

ATTACHMENT "A"- SCHEDULE OF VALUES

Pay Estimate No.: Final

Payment Period: 1/6/2025 to 1/31/2025

Owner:	1505-U-2023-02	Greater Texoma Utility Authority (GTU	Address: 243 La Cima Rd., Sherman, TX 75092
Engineer:	21W05325	Garver	Address: 3010 Gaylord Parway, Suite 190, Frisco, TX 75034
Contractor:	222193	Archer Western Construction	Address: 1411 Greenway Ave, Irving, Texas 75038
Project Name:		Sherman WTP Expansion - Package 1	

Activity ID	DESCRIPTION OF ITEM		Quantity Original Estimate	Unit of Measure	Total Contract Unit Price	Total Contract Amount	Percent Complete This Est.	Value of Work Completed This Estimate	Previous Percent Completed	Previous Work Complete	Total Value of Work Complete	% of Work Completed
1.00	BASE BID ITEM - Work Defined by Contract Documents											
1.00	CONTRACT ACTIVITIES											
1.00	Bonds & Insurance (3% of Total Bid)		1	LS	\$335,000.00	\$335,000.00	0%	\$0.00	100%	\$335,000.00	\$335,000.00	100%
A1020	Mobilization (5% of Total Bid)		1	LS	\$565,000.00	\$565,000.00	0%	\$0.00	100%	\$565,000.00	\$565,000.00	100%
1.000	Demobilization (2% of Total Bid)		1	LS	\$224,000.00	\$224,000.00	0%	\$0.00	100%	\$224,000.00	\$224,000.00	100%
					SUB-TOTAL:	\$1,124,000.00		\$0.00		\$1,124,000.00	\$1,124,000.00	
1.00	CRITICAL SUBMITTALS											
								\$0.00				
AP1172	Motor Control Centers		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
1.00	Enclosed Switches and Circuit Breakers		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1170	Variable Frequency Motor Controllers		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1210	Programmable Logic Centers		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1350	Rotary Screw Compressors		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1360	Positive Displacement Blowers		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1370	VTP - HSPS		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1380	VTP- RO Feed Pump		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1390	Horizontal End Suction Pump - UF Feed Pump		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1390	Horizontal End Suction Pump - UF Backwash Pump		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1430	Automatic Disc Filter System		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
AP1410	Chemical Feed System		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
					SUB-TOTAL:	\$240,000.00		\$0.00		\$240,000.00	\$240,000.00	
1.00	Membrane Building											
	Disc Filter Expansion											
A0010	Form/reinforce/Place Pump No. 5 Base (P-2011-5)		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1000	Set UF Feed Pump No 5 (P-2011-5)		1	LS	\$200,000.00	\$200,000.00	0%	\$0.00	100%	\$200,000.00	\$200,000.00	100%
A1070	Drain / Clean Surge Control Box		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A1080	Install Suction/Discharge RW piping @ UFF Pump No. 5		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A1090	Demo UFF 30" Header Pipe & Support		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A1100	Install East Side 30" SS UFF Header to Valve w/ Disc Filters		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A1110	Install West Side 30" SS UFF header to Blind Flange w/ Disc Filters		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A1120	Install HPA Tubing to Actuators		1	LS	\$70,000.00	\$70,000.00	0%	\$0.00	100%	\$70,000.00	\$70,000.00	100%
A1130	Test 30" UFF/Disc Filter/Actuators		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A1140	4" Air Release Drain		1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1870	Start Up/Test UF Feed Pump #5 P-2011-5		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
	RO Expansion											
A1580	Form/Reinforce/Place P-5041-3 Pump Pad		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1581	Set Pump P-5041-3		1	LS	\$200,000.00	\$200,000.00	0%	\$0.00	100%	\$200,000.00	\$200,000.00	100%
A1582	Start-Up/Test/Commision Pump P-5041-3		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A1585	Set RO Membrane Unit		1	LS	\$250,000.00	\$250,000.00	0%	\$0.00	100%	\$250,000.00	\$250,000.00	100%
A1590	Start Up/Test RO Membrane Unit		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
	RO Expansion - Feed Side Mechanical											
A1460	16" ROS Supply to RO Feed Pump 3		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1470	4" CPR Pipe RO Unit to existing header		1	LS	\$25,000.00	\$25,000.00	0%	\$0.00	100%	\$25,000.00	\$25,000.00	100%
A1480	4" ROS/12" ROS Header		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%



Pay Estimate No.: Final

Payment Period: 1/6/2025 to 1/31/2025

Owner: 1505-U-2023-02  
Engineer: 21W05325  
Contractor: 222193  
Project Name:

Greater Texoma Utility Authority (GTU) Address: 243 La Cima Rd., Sherman, TX 75092  
Garver Address: 3010 Gaylord Parway, Suite 190, Frisco, TX 75034  
Archer Western Construction Address: 1411 Greenway Ave, Irving, Texas 75038  
Sherman WTP Expansion - Package 1

Activity ID	DESCRIPTION OF ITEM		Quantity Original Estimate	Unit of Measure	Total Contract Unit Price	Total Contract Amount	Percent Complete This Est.	Value of Work Completed This Estimate	Previous Percent Completed	Previous Work Complete	Total Value of Work Complete	% of Work Completed
A1490	6" ROC Header to 10" CCR		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A1500	10" CF/CCR Header		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A1510	6" ROFW - RO Unit to Existing Piping		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1520	6" ROF to 12" ROF		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A2230	12" ROS ext. BFV to 12" ROS Header		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
	RO Expansion - Break Tank Side Mechanical											
A1530	12"/18"/24" ROP to RO Permeate Tank		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1540	12" ROC Break Tank Side		1	LS	\$45,000.00	\$45,000.00	0%	\$0.00	100%	\$45,000.00	\$45,000.00	100%
A1550	10" ROF Break Tank Side		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1560	10" CF/CCR Break Tank Side		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1570	10" ROFW		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
	RO Expansion - RO Booster Pump											
A1420	Sawcut/Demo pump slab area		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A1430	Excavate Pipe Trench		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A1440	Core Drill Pipe Penetration		1	LS	\$9,200.00	\$9,200.00	0%	\$0.00	100%	\$9,200.00	\$9,200.00	100%
A1445	Concrete Encase 12" ROS to pipe gallery		1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1450	Install Pipe Supports		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A2190	Prep RO Feed Pump 3 P-5011-3 Sole Plate		1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A2200	Set RO Feed Pump 3-P-5011-3		1	LS	\$288,000.00	\$288,000.00	0%	\$0.00	100%	\$288,000.00	\$288,000.00	100%
A2210	ROS 12" Discharge piping to BFV		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2220	Start Up/Test/Commission P-5011-3		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
	Ultra Filtration Expansion											
A1010	Form/Reinforce/Place UF 6/7 Curbs		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A1020	Install Pipe Supports		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1150	Set UF Train 6 F-3010-6		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A1160	Set UF Train 7 F-3010-7		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A1170	1" & 1 1/2" AHP Piping to UF Train 6/7		1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1180	6" ALP to UF Train 6/7		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A1190	14" BPW UF Train 6/7 to header		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1200	10" CIPS to UF Train 6/7		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1210	10 CIPR UF Train 6/7 to header		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1220	12" BPS to UF Train 6/7		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A1230	12" UFP Train 6/7 to UFP header		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A1240	10" UFF to UF Train 6/7 From Header		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1250	18" Temporary Piping for Testing		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1410	Start-Up and Testing of Ultrafiltration Trains 6/7		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
	Chemical Feed System Improvements											
A1030	Install Scrubber Support Framing		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1040	Form/Reinforce/Place Containment Wall		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1050	Demo Day Tank Pads		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1600	Install New Day Tank Containment Pallets		1	LS	\$25,000.00	\$25,000.00	0%	\$0.00	100%	\$25,000.00	\$25,000.00	100%
A1610	Relocate Day Tanks		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1620	Demo NaSO3H 38% Dosing System		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1630	Demo NaOCL 12.5 Dosing System		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1640	Demo NaOH 25% Dosing System		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1650	Demo Citric Acid 50%		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1660	Demo HCL 35% Dosing System		1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1670	Install NaSO3H Metering Pump		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%

Pay Estimate No.: Final

Payment Period: 1/6/2025 to 1/31/2025

Owner: 1505-U-2023-02  
Engineer: 21W05325  
Contractor: 222193  
Project Name:

Greater Texoma Utility Authority (GTU) Address: 243 La Cima Rd., Sherman, TX 75092  
Garver Address: 3010 Gaylord Parway, Suite 190, Frisco, TX 75034  
Archer Western Construction Address: 1411 Greenway Ave, Irving, Texas 75038  
Sherman WTP Expansion - Package 1

Activity ID		DESCRIPTION OF ITEM	Quantity Original Estimate	Unit of Measure	Total Contract Unit Price	Total Contract Amount	Percent Complete This Est.	Value of Work Completed This Estimate	Previous Percent Completed	Previous Work Complete	Total Value of Work Complete	% of Work Completed
A1680		Install NaOCL 12.5% Day Tank	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1690		Install Citric Acid 50% Metering Pumps	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1700		Install HCL 35% Metering Pump	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1710		Install NaOH 25% Metering Pump	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1720		Install Scrubbers	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1730		Chemical Feel Piping/Tubing NaSO3H	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1740		Chemical Feed Piping/Tubing NaOCl	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1750		Chemical Feed Piping/Tubing Citric Acid	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1760		Checchemical Feed Piping/Tubing HCl 35%	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1770		Chemical Feed Piping/Tubing NaOH 25%	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1780		1/2" Vent Lines Chemical Feed Pumps	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1790		Vent Lines Scrubbers	1	LS	\$25,000.00	\$25,000.00	0%	\$0.00	100%	\$25,000.00	\$25,000.00	100%
A1800		3" Vent Lines UF Cl2 CIP / Neutralization Tanks	1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A1810		3" RO CIP Tank Vent	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1820		Start Up Test NaSO3H Metering Pump	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1830		Start Up / Test NaOCl 12.5% Metering Pump	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1840		Start Up / Test Citric Acid Metering Pump	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1850		Start Up / Test HCl2 Metering Pumps 1,2,3	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1860		Start Up / Test NaOH Metering Pump	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
UF Backwash Expansion												
A1060		Form/Reinforce/Place Pump Pads	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1065		Set Pipe Supports	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1260		Relocate CMS Pump P-4081	1	LS	\$100,000.00	\$100,000.00	0%	\$0.00	100%	\$100,000.00	\$100,000.00	100%
A1270		Install Backwash Pump P-3021-3	1	LS	\$100,000.00	\$100,000.00	0%	\$0.00	100%	\$100,000.00	\$100,000.00	100%
A1280		12" BPS (BW Pump Suction/Discharge)	1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1290		6" CMS (CMS Pump Discharge)	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1300		6" BPS (CMS Pump Suction)	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%
A1390		Start Up/Test CMS Pump P-4081	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1400		Start Up/Test Backwash Pump P-3021-3	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
Blower/Compressor Area Expansion												
A1310		Form/Reinforce/Place Blower Pad	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1320		Form/Reinforce/Place Air Compressor Pad	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1325		Install Pipe Supports/Hangers	1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1330		Set Blower B-3031-3	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1340		Set Air Compressor AC-3041-3	1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A1350		6" ALP Blower B-3031-3 to existing ALP pipe	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1360		1"AHP AC-3041-4 to Existing ALP pipe	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1370		Start Up/Test Blower B-3031-3	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1380		Start Up/Test Air Compressor AC-3041-4	1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
Membrane Building Electrical/Instrumentation												
A1880		Electrical/Instrumentation Conduit to UF Train 6 & 7	1	LS	\$125,000.00	\$125,000.00	0%	\$0.00	100%	\$125,000.00	\$125,000.00	100%
A1890		Electrical/Instrumenation Conduit to UF Feed Pump 5	1	LS	\$120,000.00	\$120,000.00	0%	\$0.00	100%	\$120,000.00	\$120,000.00	100%
A1900		Mount Pull Boxes at UF Disc Filters 8 & 9	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A1910		Control Conduit to Disc Filter Actuators	1	LS	\$75,000.00	\$75,000.00	0%	\$0.00	100%	\$75,000.00	\$75,000.00	100%
A1920		Electrical/Controls Conduit to Blower B-303103	1	LS	\$75,000.00	\$75,000.00	0%	\$0.00	100%	\$75,000.00	\$75,000.00	100%
A1930		Electrical/Controls conduit to AC-3041-4	1	LS	\$75,000.00	\$75,000.00	0%	\$0.00	100%	\$75,000.00	\$75,000.00	100%
A1940		Electrical/Controls Conduit to Chemical Metering Pumps	1	LS	\$75,000.00	\$75,000.00	0%	\$0.00	100%	\$75,000.00	\$75,000.00	100%
A1950		De-energize CMS Pump P-4081-1	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00	\$15,000.00	100%

Pay Estimate No.: Final

Payment Period: 1/6/2025 to 1/31/2025

Owner: 1505-U-2023-02  
Engineer: 21W05325  
Contractor: 222193  
Project Name:

Greater Texoma Utility Authority (GTU) Address: 243 La Cima Rd., Sherman, TX 75092  
Garver Address: 3010 Gaylord Parway, Suite 190, Frisco, TX 75034  
Archer Western Construction Address: 1411 Greenway Ave, Irving, Texas 75038  
Sherman WTP Expansion - Package 1

Activity ID	DESCRIPTION OF ITEM		Quantity Original Estimate	Unit of Measure	Total Contract Unit Price	Total Contract Amount	Percent Complete This Est.	Value of Work Completed This Estimate	Previous Percent Completed	Previous Work Complete	Total Value of Work Complete	% of Work Completed
A1960	Electrical/Controls to UF BPS-P-3021-3		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1970	Electrical/Controls Conduit to Relocated CMS Pump		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A1980	Flex Conduit to RO Feed Pump No 3		1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A1990	Electrical/Controls Conduit to RO Membrane Filter Accessories		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2000	Set Electrical Panel Boad EPB4000/CPB4000		1	LS	\$100,000.00	\$100,000.00	0%	\$0.00	100%	\$100,000.00	\$100,000.00	100%
A2005	Set CP 4000-2		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A2010	Set AFD-5011-3		1	LS	\$130,000.00	\$130,000.00	0%	\$0.00	100%	\$130,000.00	\$130,000.00	100%
A2020	Set AFD-5041-3		1	LS	\$35,000.00	\$35,000.00	0%	\$0.00	100%	\$35,000.00	\$35,000.00	100%
A2030	Set AFD-3031-3		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A2040	Set PP-2B		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2050	Feeder/Branch Conduit RO Electrical Room		1	LS	\$100,000.00	\$100,000.00	0%	\$0.00	100%	\$100,000.00	\$100,000.00	100%
A2060	Pull Feeder Cabler (Primary Side AFDs)		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A2070	Pull/Terminate Branch Cable		1	LS	\$200,000.00	\$200,000.00	0%	\$0.00	100%	\$200,000.00	\$200,000.00	100%
A2080	Test Feeder/Branch Cable		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2090	Set MPC-4001		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A2100	Set AFD-2011-5		1	LS	\$65,000.00	\$65,000.00	0%	\$0.00	100%	\$65,000.00	\$65,000.00	100%
A2110	Set AFD-3021-3		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A2120	Feeder/Branch Conduit UF Electrical Room		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2130	Commission/Test AFD-5011-3		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
A2140	Commision/Test AFD-5041-3		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
A2150	Commision/Test AFD-3031-3		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
A2160	Commision/Test AFD-2011-5		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
A2170	Commission/Test AFD-3021-3		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
					SUB-TOTAL:	\$6,327,200.00		\$0.00		\$6,327,200.00	\$6,327,200.00	
1.00	High Service Pump Station Improvements											
	MEP Improvements											
A2240	Demo Existing Piping @ Pump P-604-2		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2250	Saw/Cut Demo Wall Openings		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2260	Saw Cut Sidewalk to New Packaged AC Unit Slabs		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2270	Form/Reinforce/Place AC Unit Pads/Fill in @ sidewalk.		1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	100%	\$30,000.00	\$30,000.00	100%
A2275	Form/Reinforce/Place Electrical Equipment Pads		1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	100%	\$50,000.00	\$50,000.00	100%
A2276	Feeder/Branch Condiut/Cable Tray		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A2277	Pull Feeder and Branch Wires		1	LS	\$200,000.00	\$200,000.00	0%	\$0.00	100%	\$200,000.00	\$200,000.00	100%
A2278	Test Feeder/Branch Wires		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A2280	Demo MCC-601/2		1	LS	\$100,000.00	\$100,000.00	0%	\$0.00	100%	\$100,000.00	\$100,000.00	100%
A2290	Relocate MCC 601		1	LS	\$100,000.00	\$100,000.00	0%	\$0.00	100%	\$100,000.00	\$100,000.00	100%
A2300	Relocate MCC 602		1	LS	\$100,000.00	\$100,000.00	0%	\$0.00	100%	\$100,000.00	\$100,000.00	100%
A2320	Relocate AFD-604-6		1	LS	\$25,000.00	\$25,000.00	0%	\$0.00	100%	\$25,000.00	\$25,000.00	100%
A2330	Set AFD-604-1		1	LS	\$125,000.00	\$125,000.00	0%	\$0.00	100%	\$125,000.00	\$125,000.00	100%
A2340	Set AFD-604-2		1	LS	\$125,000.00	\$125,000.00	0%	\$0.00	100%	\$125,000.00	\$125,000.00	100%
A2350	Set AFD-604-5		1	LS	\$125,000.00	\$125,000.00	0%	\$0.00	100%	\$125,000.00	\$125,000.00	100%
A2360	Relocate XFMR T-601		1	LS	\$45,000.00	\$45,000.00	0%	\$0.00	100%	\$45,000.00	\$45,000.00	100%
A2370	Install CP-6000-1		1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	100%	\$150,000.00	\$150,000.00	100%
A2380	Install Misc. Electrical Panels/Boxes		1	LS	\$130,000.00	\$130,000.00	0%	\$0.00	100%	\$130,000.00	\$130,000.00	100%
	Exterior Duct Work Metal Support		1	LS	\$130,000.00	\$130,000.00	0%	\$0.00	100%	\$130,000.00	\$130,000.00	100%
A2390	Install Duct Work		1	LS	\$75,000.00	\$75,000.00	0%	\$0.00	100%	\$75,000.00	\$75,000.00	100%
A2400	Set 60AC01 and 60AC02		1	LS	\$75,000.00	\$75,000.00	0%	\$0.00	100%	\$75,000.00	\$75,000.00	100%

Pay Estimate No.: Final

Payment Period: 1/6/2025 to 1/31/2025

Owner: 1505-U-2023-02  
Engineer: 21W05325  
Contractor: 222193  
Project Name:

Greater Texoma Utility Authority (GTU) Address: 243 La Cima Rd., Sherman, TX 75092  
Garver Address: 3010 Gaylord Parway, Suite 190, Frisco, TX 75034  
Archer Western Construction Address: 1411 Greenway Ave, Irving, Texas 75038  
Sherman WTP Expansion - Package 1

Activity ID	DESCRIPTION OF ITEM		Quantity Original Estimate	Unit of Measure	Total Contract Unit Price	Total Contract Amount	Percent Complete This Est.	Value of Work Completed This Estimate	Previous Percent Completed	Previous Work Complete	Total Value of Work Complete	% of Work Completed
A2410	Start-Up Commission 60AC01 and 60AC02		1	LS	\$10,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	\$10,000.00	100%
A2420	Test and Balance HVAC		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
A2430	Prep Pump Pad HSP P-604-2		1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	100%
A2440	Install High service Pump HSP P-604-2		1	LS	\$175,000.00	\$175,000.00	0%	\$0.00	100%	\$175,000.00	\$175,000.00	100%
A2450	Install Discharge Piping		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A2460	Demo/Replace Surge Control Valve and Piping		1	LS	\$40,000.00	\$40,000.00	0%	\$0.00	100%	\$40,000.00	\$40,000.00	100%
A2470	Start-Up/Test/Commission VTP P-604-2		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
A2480	Start-Up/Test/Commission VTP P-604-1		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
A2490	Start-Up/Test/Commission VTP P-604-5		1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	100%
					SUB-TOTAL:	\$2,230,000.00		\$0.00		\$2,230,000.00	\$2,230,000.00	
2.00	Spot Verify Existing Crossings (Exploratory Excavation)											
2.00	Spot Verify Crossings		1	LS	\$1,000.00	\$1,000.00	0%	\$0.00	100%	\$1,000.00	\$1,000.00	100%
					SUB-TOTAL:	\$1,000.00		\$0.00		\$1,000.00	\$1,000.00	
			1	LS								
3.00	Trench and Excavation Safety System											
3.00	Trench and Excavation Safety System		1	LS	\$1,000.00	\$1,000.00	0%	\$0.00	100%	\$1,000.00	\$1,000.00	100%
					SUB-TOTAL:	\$1,000.00		\$0.00		\$1,000.00	\$1,000.00	
4.00	SCADA Integration											
8	SCADA Integration		1	LS	\$97,950.00	\$97,950.00	0%	\$0.00	100%	\$97,950.00	\$97,950.00	100%
					SUB-TOTAL:	\$97,950.00		\$0.00		\$97,950.00	\$97,950.00	
5.00	Not Required											
5.00	Not Required		1	LS	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	0%
					SUB-TOTAL:	\$0.00		\$0.00		\$0.00	\$0.00	
6.00	RO Feed Pump											
6.00	RO Feed Pump		1	LS	\$240,630.00	\$240,630.00	0%	\$0.00	100%	\$240,630.00	\$240,630.00	100%
					SUB-TOTAL:	\$240,630.00		\$0.00		\$240,630.00	\$240,630.00	
7.00	Pre-Negotiated Positive Displacement Blower											
7.00	Positive Displacement Blower		1	LS	\$46,992.00	\$46,992.00	0%	\$0.00	100%	\$46,992.00	\$46,992.00	100%
					SUB-TOTAL:	\$46,992.00		\$0.00		\$46,992.00	\$46,992.00	
8.00	Pre-negotiated Disc Filter											
8.00	Disc Filter		1	LS	\$78,507.13	\$78,507.13	0	\$0.00	1	\$78,507.13	\$78,507.13	100%
					SUB-TOTAL:	\$78,507.13		\$0.00		\$78,507.13	\$78,507.13	
9.00	Pre-negotiated Chemical Feed System											
9.00	Chemical Feed System		1	LS	\$198,500.00	\$198,500.00	0	\$0.00	1	\$198,500.00	\$198,500.00	100%
					SUB-TOTAL:	\$198,500.00		\$0.00		\$198,500.00	\$198,500.00	
10.00	Pre-negotiated Air Scrubber System											
10.00	Air Scrubber System		1	LS	\$17,920.00	\$17,920.00	0	\$0.00	1	\$17,920.00	\$17,920.00	100%

Pay Estimate No.: Final

Payment Period: 1/6/2025 to 1/31/2025

Owner: 1505-U-2023-02  
Engineer: 21W05325  
Contractor: 222193  
Project Name:

Greater Texoma Utility Authority (GTU)  
Garver  
Archer Western Construction  
*Sherman WTP Expansion - Package 1*

Address: 243 La Cima Rd., Sherman, TX 75092  
Address: 3010 Gaylord Parway, Suite 190, Frisco, TX 75034  
Address: 1411 Greenway Ave, Irving, Texas 75038

Activity ID	DESCRIPTION OF ITEM	Quantity Original Estimate	Unit of Measure	Total Contract Unit Price	Total Contract Amount	Percent Complete This Est.	Value of Work Completed This Estimate	Previous Percent Completed	Previous Work Complete	Total Value of Work Complete	% of Work Completed
				SUB-TOTAL:	\$17,920.00		\$0.00		\$17,920.00	\$17,920.00	
11.00	Pre-negotiated Rotary Screw Compressor										
11.00	Rotary Screw Compressor	1	LS	\$18,000.00	\$18,000.00	0%	\$0.00	100%	\$18,000.00	\$18,000.00	100%
				SUB-TOTAL:	\$18,000.00		\$0.00		\$18,000.00	\$18,000.00	
12.00	CONTINGENCY - Allowance for Work Change Directives 1										
CMR-01	UF Acid, UF Chlorine, UV Nuetralization, and RO CIP Tank Vent Piping Upsize	1	LS	\$30,658.00	\$30,658.00	0%	\$0.00	100%	\$30,658.00	\$30,658.00	100%
PCO-02	RO Feed Pump Pad Repair	1	LS	\$18,181.00	\$18,181.00	0%	\$0.00	100%	\$18,181.00	\$18,181.00	100%
CMR-04	Drum Scrubber Vent Modifications	1	LS	\$15,037.00	\$15,037.00	0%	\$0.00	100%	\$15,037.00	\$15,037.00	100%
CMR-02	Disk Filter Pnuematic Butterfly Valves and Instrumentation	1	LS	\$85,796.00	\$85,796.00	0%	\$0.00	100%	\$85,796.00	\$85,796.00	100%
CMR-05	Chemical Containment Coating Modifications	1	LS	\$29,321.00	\$29,321.00	0%	\$0.00	100%	\$29,321.00	\$29,321.00	100%
PC-08	HSPS Surge Valve Installation Credit	1	LS	-\$3,582.00	-\$3,582.00	0%	\$0.00	100%	-\$3,582.00	-\$3,582.00	100%
PCO-09	Extended Temping Piping and Equipment Rental	1	ls	\$69,373.00	\$69,373.00	100%	\$69,373.00	0%	\$0.00	\$69,373.00	100%
PCO-10	Credit to Balance Pay App Item 12.00	1	ls	-\$251,634.00	-\$251,634.00	100%	-\$251,634.00	0%	\$0.00	-\$251,634.00	100%
12.00	Allowance for Work Change Directives	1	LS	\$251,634.00	\$251,634.00	100%	\$251,634.00	0%	\$0.00	\$251,634.00	100%
				SUB-TOTAL:	\$244,784.00		\$69,373.00		\$175,411.00	\$244,784.00	
13.00	CONTINGENCY - Allowance for Work Change Directives 2										
PCO-10	Credit to Balance Pay App Item 13.00	1	ls	-\$100,000.00	-\$100,000.00	100%	-\$100,000.00	0	\$0.00	-\$100,000.00	100%
13.00	CONTINGENCY - Allowance for Work Change Directives 2	1	ls	\$100,000.00	\$100,000.00	100%	\$100,000.00	0	\$0.00	\$100,000.00	100%
				SUB-TOTAL:	\$0.00		\$0.00		#VALUE!	\$0.00	

Project Totals:				\$10,866,483.13		\$69,373.00		#VALUE!	\$10,866,483.13		
-----------------	--	--	--	-----------------	--	-------------	--	---------	-----------------	--	--

**ATTACHMENT "B"- TABULATION OF VALUES FOR APPROVED CHANGE ORDERS**

PROJECT:	<i>Sherman WTP Expansion - Package 1</i>	PROJECT NUMBER
OWNER:	Greater Texoma Utility Authority (GTUA)	
CONTRACTOR:	Archer Western Construction	222193
ENGINEER:	Garver	21W05325

Pay Estimate No.: Final

[illegible]

ATTACHMENT "C" - TABULATION OF VALUES FOR MATERIALS ON HAND

PROJECT:

**Sherman WTP Expansion - Package 1**

OWNER:

Greater Texoma Utility Authority (GTUA)

1505-U-2023-02

CONTRACTOR:

Archer Western Construction

222193

ENGINEER:

Garver

21W05325

Payment Period: 1/6/2025 to 1/31/2025

Pay Estimate No.: Final

NAME OF SUPPLIER	INVOICE NO.	INVOICE DATE	ORIGINAL INVOICE AMOUNT	AMOUNT INSTALLED TO DATE	BALANCE OF STORED MATERIALS ON HAND
Dezurik	83000904	4/20/2023	\$11,700.00	\$11,700.00	
Dezurik	83000215	5/30/23	\$2,162.00	\$2,162.00	
Dezurik	83001210	5/26/23	\$4,596.00	\$4,596.00	
Dezurik	83000944	4/25/23	\$4,056.00	\$4,056.00	\$ -
Dezurik	83000927	4/24/23	\$1,330.00	\$1,330.00	
Dezurik	83000864	4/14/23	\$8,320.00	\$8,320.00	
Dezurik	83001050	5/5/23	\$2,433.00	\$2,433.00	
Dezurik	83001215	5/30/23	\$2,162.00	\$2,162.00	
Dezurik	83001230	5/31/23	\$9,598.00	\$9,598.00	
Dezurik	83001252	6/1/23	\$913.00	\$913.00	\$ -
Dezurik	83001373	6/20/23	\$31,454.00	\$31,454.00	
Jifco	2215	9/11/23	\$3,280.00	\$3,280.00	\$ -
Jifco	2226	9/27/23	\$512,099.15	\$512,099.15	
Core & Main	T106543	6/27/23	\$28,888.64	\$28,888.64	
Core & Main	T465033	8/30/23	\$953.44	\$953.44	
Core & Main	T256520	8/30/23	\$15,566.48	\$15,566.48	
Core & Main	T256471	8/28/2023	\$6,022.13	\$6,022.13	
Core & Main	T530632	9/8/2023	\$2,776.46	\$2,776.46	
Core & Main	T256382	9/8/2023	\$21,742.29	\$21,742.29	
Core & Main	T464966	9/21/23	\$3,616.83	\$3,616.83	
MR Sheet Metal	298704	10/20/23	\$12,893.00	\$12,893.00	
TOTAL FOR PAGE/PROJECT			<b>\$686,562.42</b>		
Previously Invoiced Stored Material			\$47,270.00		



**ATTACHMENT "D"- PROJECT SUMMARY**

PROJECT:	<b>Sherman WTP Expansion - Package 1</b>	PROJECT NUMBER
OWNER:	Greater Texoma Utility Authority (GTUA)	1505-U-2023-02
CONTRACTOR:	Archer Western Construction	222193
ENGINEER:	Garver	21W05325

Payment Period: 1/6/2025 to 1/31/2025

Pay Estimate No.: Final

**CONTRACT TIME SUMMARY**



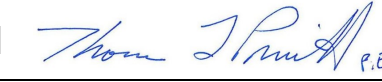

Date of Notice to Proceed	January 4, 2023	
Original Contract Duration	407	Days
Original Date of Contract Substantial Completion	December 15, 2023	
Original Date of Contract Final Completion	February 15, 2024	
Previously Approved Time Extensions For Weather (To Date)	0	
Approved Time Extensions for Weather, Last Pay Period -	0	Days
Approved Time Extensions per Change Order	10	Days
Current Contract Duration	417	Days
Current Date of Contract Substantial Completion	December 25, 2023	
Current Date of Contract Final Completion	February 25, 2024	
Days Charged to Project to Date	365	Days
Days Remaining in Contract	52	Days
Percent of Current Project Duration	87.53%	
Current Scheduled Completion Date	December 23, 2024	
Project is Ahead/ Behind Schedule	-302	Days

**CONTRACT COST SUMMARY**

Original Contract Amount	\$	\$11,221,699.13
Approved Change Orders	\$	\$21,203.74
Current Contract Amount	\$	\$11,242,902.87
Contract Earnings to date on		
Original Contract	\$	
Earnings on Approved Change Orders	\$	\$10,866,483.13
Materials on Hand	\$	\$0.00
Total Current Project Amount Earned	\$	\$10,866,483.13
Percentage of Contract Earned to Date		96.65%
Retainage	\$	\$543,324.16
Balance to Finish, Plus Retainage	\$	\$376,419.74
Amount Approved to Date	\$	\$313,764.86
Percent of Contract Approved to Date	\$	2.79%



**CONSTRUCTION CONTRACT CHANGE ORDER**

<b>PROJECT:</b>		<b>CHANGE ORDER NO.:</b>	
Sherman Water Treatment Plant Expansion Package 1		2	
Garver Project No. 21W05325		<b>DATE PREPARED:</b>	
City of Sherman Public Works Project No. 1505-U		2-Feb-2025	
<b>OWNER:</b>			
Greater Texoma Utility Authority on Behalf of City of Sherman, TX 220 W Mulberry St, P.O. Box 1106 Sherman, TX 75091		Archer Western Construction 1411 Greenway Drive Irving, TX 75038	
<b>DESCRIPTION OF CONTRACT WORK:</b>			
This change order will address unused contingency budget in Bid Items No. 12 - Contingency Allowance 1 for Work Change Directives (\$255,216.00 unused) and 13 - Contingency Allowance 2 for Additional Independent Testing (\$100,000 unused), acting to "zero out" these bid items. Bid Item 12 had an original amount of \$500,000.00; A total of \$244,784.00 was used via CMR-01 (\$30,658.00), CMR-02 (85,796.00), CMR-03 (\$29,321.00), CMR-04 (\$15,037.00), PCO-02 (\$18,181.00), PCO-08 (-\$3,582.00), and PCO-09 (\$69,373.00). No amount of Bid Item 13 was used. A total of 60 days were added, and the total contract price did not increase.			
<b>CONTRACT MODIFICATION:</b>			<b>AMOUNT</b>
-	Zero Out Bid Item No. 12 - Contingency Allowance 1 for Work Change Directives		(\$255,216.00)
-	Zero Out Bid Item No. 13 - Contingency Allowance 2 for Independent Testing		(\$100,000.00)
			<b>Project Cost: \$ (355,216.00)</b>
<b>CONTRACT AMOUNT CHANGE:</b>		<b>CONTRACT TIME CHANGE:</b>	
Original Contract Amount:	\$11,221,699.13	Original Contract Start Date:	19-Dec-2022
Amount per Change Order No. 1:	\$21,203.74	Original Contract Time (Calendar Days):	361
Amount per approved CMRs and PCOs:	\$0.00	Contract Time Added per Change Order No. 1	10
Amount per Change Order No. 2:	(\$355,216.00)	Contract Time Added via Approved CMRs and PCOs:	60
Revised Contract Amount:	\$10,887,686.87	Contract Time Added per Change Order No. 2	0
		Revised Contract Substantial Completion Date:	23-Feb-2024
<b>THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS.</b>			
<b>ISSUED BY ENGINEER</b>			
Engineer: Garver	 Engineer's Signature	Senior Project Manager	03/28/2025
		Title	Date
<b>ACCEPTED BY CONTRACTOR</b>			
Contractor: Archer Western Construction	 Contractor's Signature	Project Manager	03/28/2025
		Title	Date
<b>ACCEPTED BY CITY</b>			
City: City of Sherman	 City's Signature	Utility Engineer	4/7/2025
		Title	Date
<b>APPROVED BY OWNER</b>			
Owner: Greater Texoma Utility Authority	 Owner's Signature	General Manager	4/7/2025
		Title	Date

## PCO-10 Credit to Balance Final Contract Value

Project Name:  Project No:

Project Owner:  Initiated By: ☐ Owner  
Engineer  ☐ Engineer  
Construction Manager  ☐ CMAR  
☒ Contractor

Contractor:  Date:

Attention

The following change in the contract on this project is proposed

- Work shall not commence until authorized by the OWNER.

### Description of the Proposed Change:

PCO-10 Credit to Balance Final Contract Value

Extended Temp Pipe and Equipment rental for bypass piping and removal of bypass piping.

BY

All work shall be in accordance with the terms, stipulations, & conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged

by 0 calendar days

This change will: ☒ Add ☐ Deduct ☐ Not Change

Comments:

GENERAL CONTRACTOR

DATE

☐ Accepted ☐ Rejected

BY (Consultant Name):

DATE

Owner's Action:

☐ Accepted ☐ Rejected

BY (Owner)

Date

<div>Contract Modification Request</div>								<div>PCO-010</div>	
<div>PROJECT NO: 222193</div> <div>OWNER: City of Sherman</div> <div>ENGINEER: Garver</div>				<div>DESCRIPTION:</div> <div>Credit to balance final contract amount</div>				<div>Amount Requested: (\$355,216)</div> <div>Add'l Days Requested: 0</div>	
<div>CONTRACTOR: ARCHER WESTERN CONSTRUCTION, LTD</div>									
Description		Qty	Unit	Unit/Price	Labor	Material	Equipment	Subcontractor	Totals
<div>Credit to Balance Allowances</div>									
Credit to Balance Pay App Item 12.00		1	LS	(\$255,216.00)	(\$255,216.00)				(\$255,216.00)
Credit to Balance Pay App Item 13.00		1	ls	(\$100,000.00)	(\$100,000.00)				(\$100,000.00)
<div>MATERIAL</div>									
<div>EQUIPMENT</div>									
									\$0.00
<div>SUBCONTRACT</div>									
									\$0.00
									\$0.00
									\$0.00
									\$0.00
<div>MISCELLANEOUS ITEMS</div>									
									\$0.00
									\$0.00
									\$0.00
									\$0.00
DIRECT COSTS:					(\$355,216.00)	\$0.00	\$0.00	\$0.00	(\$355,216.00)
Small Tools @ 0% of Labor					\$0.00				\$0.00
Safety @ 0% of Labor					\$0.00				\$0.00
Equipment Operating Expense @ 0% of Equipment							\$0.00		\$0.00
DIRECT & INDIRECT COSTS:					(\$355,216.00)	\$0.00	\$0.00	\$0.00	(\$355,216.00)
OH&P @ 0% of Direct & Indirect Costs					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:					(\$355,216.00)	\$0.00	\$0.00	\$0.00	(\$355,216.00)
Insurance and Bond @ 0%									\$0.00
TOTAL AMOUNT THIS COST PROPOSAL SUMMARY (\$355,216)									

April 14, 2025

Archer Western Construction, LLC  
ATTN: Ramon Mendoza  
1411 Greenway Dr  
Irving, TX 75038

Re: Final Inspection, and Final Acceptance Letter  
Sherma WTP Expansion Package 1, COS #1505-U; 2023-02

Mr. Mendoza:

The City of Sherman Engineering Department completed the final inspection of the improvements for the above mentioned project on August 1, 2024. 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 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**



Tom Pruitt  
Utility Engineer

Cc Dwight LaGrone, GIS Manager  
Jerry Pace, GIS Technician II  
Kristi Jenkins, Engineering Coordinator  
File

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH ARCHER WESTERN CONSTRUCTION LLC AS COMPLETE FOR THE GTUA ON BELHALF OF THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PACKAGE 1 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 Archer Western Construction LLC for the City of Sherman Water Treatment Plant Expansion Package 1 Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Water Treatment Plant Expansion Package 1 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 Archer Western Construction LLC as complete.

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

AYE:

NAY:

ABSTAIN:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

## **AGENDA ITEM XIV**



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

---

**DATE:** April 14, 2025

**SUBJECT:** AGENDA ITEM NO. XIV

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE  
GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH TANK  
BUILDERS INC. FOR THE CGMA BLOOMDALE PHASE 2 500,000 GALLON STORAGE  
RESERVOIR CONTRACT B PROJECT AS COMPLETE.**

**ISSUE**

Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Tank Builders Inc. for the CGMA-Bloomdale Phase 2 500,000 Gallon Storage Reservoir Project as complete.

**BACKGROUND**

The Authority along with the CGMA Cities, planned a construction project to expand the delivery capacity of the CGMA water system. The work focused at the pump station site and consisted of the following components, 1) add a 4th pump and motor, VFDs, soft starters, 2) Add 2 additional stages to the three (3) existing pumps, 3) additional ground storage tank, 4) SCADA upgrades, 5) Backup Generator, 6) piping and pressure relief additions, 7) all associated electrical, plumbing and earthwork 8) and appurtenances.

The Authority selected Texas Water Development Board's State Water Implementation Fund for Texas (SWIFT) to fund the project. The Authority received \$7,525,000 in Bonds at an interest rate of 3.981%.

**CONSIDERATIONS**

Tank Builders, Inc. has completed the CGMA-Bloomdale Phase 2 500,000 Gallon Storage Reservoir Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Tank Builders, Inc.

**STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete. The Engineer has accepted the project as complete.

**ATTACHED**

Certificate of Project Completion

## CERTIFICATE OF PROJECT COMPLETION

---

Project: GTUA Bloomdale Pump Station Phase 2 Contract B 5000,000 Gallon GSR  
Project

Date of Issuance: April 11, 2025

---

Owner: Greater Texoma Utility Authority/Sherman, Texas

Contractor: Tank Builders, Inc.

Engineer: Freeman-Millican, 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  
OWNER

And to Tank Builders, Inc.  
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

March 28, 2025  
Date of Completion



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

RESPONSIBILITIES:

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

---

CONTRACTOR: Two year Contractor's Guarantee (from the date of completion),  
Payment and Performance Bonds, Equipment Manufacturer's  
Warranty, 2 year Maintenance Bond

---

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 11, 2025 \_\_\_\_.

\_\_\_\_ Freeman-Millican, Inc. \_\_\_\_  
ENGINEER  
By: David E. Sattis

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH TANK BUILDERS INC AS COMPLETE FOR THE GTUA ON BELHALF OF CGMA BLOOMDALE PHASE 2 500,000 GALLON STORAGE RESERVOIR CONTRACT B PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Tank Builders Inc. for the CGMA Bloomdale Phase 2 500,000 Gallon Storage Reservoir Contract B Project, and

WHEREAS representatives of the CGMA and the project engineer have inspected the CGMA Bloomdale Phase 2 500,000 Gallon Storage Reservoir Contract B 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 Tank Builders Inc. as complete.

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

AYE:

NAY:

ABSTAIN:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

## **AGENDA ITEM XV**



# GREATER TEXOMA UTILITY AUTHORITY

---

**DATE:** April 16, 2025

**SUBJECT:** AGENDA ITEM NO. XV

**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 (COLLEGE MOUND SUD SOUTHERN TRANSMISSION PIPELIND PROJECT).**

**ISSUE**

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

**BACKGROUND**

College Mound SUD, Gastonia Scurry SUD, Rose Hill SUD, Becker-Jlba SUD and North Kaufman WSC contacted the Authority General Manager requesting assistance in obtaining funding for construction of a new NTMWD pipeline to service their communities.

The existing NTMWD South System serves Gastonia Scurry, Rose Hill, College Mound, Ables Springs, and the City of Kaufman. The project seeks to construct approximately 37,000 LF of 42-inch pipeline from the Tawakoni 42-inch line to the Kaufman 20-inch line near the College Mound SUD delivery point adding a second take point for Gastonia Scurry, Rose Hill, and College Mound and a new take point for Becker-Jiba and North Kaufman WSC. This will provide the necessary water for current rising demands and address concerns for future projections. Rose Hill has elected not to move forward with the project leaving the four remaining entities. Project will require coordination with NTMWD, the four entities, GTUA, and TWDB.

**STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – College Mound SUD Project in the amount not to exceed \$10,800,000.00.

**ATTACHMENTS**

Application Filing Resolution, Application Affidavit, & Certificate of Secretary

## 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 \$ 10,800,000 to provide for the costs of College Mound Special Utility District - NTMWD Southern Transmission Pipeline Project.

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: Jay London, PE, Hazen and Sawyer  
8150 N. Central Expy, Suite 700, Dallas, TX 75206

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)

## Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Grayson §

APPLICANT GTUA/College Mound SUD-STP §

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





## **AGENDA ITEM XVI**



# GREATER TEXOMA UTILITY AUTHORITY

---

**DATE:** April 16, 2025

**SUBJECT:** AGENDA ITEM NO. XVI

**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 (BECKER-JIBA SUD SOUTHERN TRANSMISSION PIPELIND PROJECT).**

**ISSUE**

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

**BACKGROUND**

College Mound SUD, Gastonia Scurry SUD, Rose Hill SUD, Becker-Jiba SUD and North Kaufman WSC contacted the Authority General Manager requesting assistance in obtaining funding for construction of a new NTMWD pipeline to service their communities.

The existing NTMWD South System serves Gastonia Scurry, Rose Hill, College Mound, Ables Springs, and the City of Kaufman. The project seeks to construct approximately 37,000 LF of 42-inch pipeline from the Tawakoni 42-inch line to the Kaufman 20-inch line near the College Mound SUD delivery point adding a second take point for Gastonia Scurry, Rose Hill, and College Mound and a new take point for Becker-Jiba and North Kaufman WSC. This will provide the necessary water for current rising demands and address concerns for future projections. Rose Hill has elected not to move forward with the project leaving the four remaining entities. Project will require coordination with NTMWD, the four entities, GTUA, and TWDB.

**STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – Becker-Jiba SUD Project in the amount not to exceed \$10,800,000.00.

**ATTACHMENTS**

Application Filing Resolution, Application Affidavit, & Certificate of Secretary

## 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 \$ 10,800,000 to provide for the costs of Becker-Jiba Special Utility District - NTMWD Southern Transmission Pipeline Project.

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: Jay London, PE, Hazen and Sawyer  
8150 N. Central Expy, Suite 700, Dallas, TX 75206

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)

## Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Grayson §

APPLICANT GTUA/Becker-Jiba SUD-STP §

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

(SEAL)

## **AGENDA ITEM XVII**



# GREATER TEXOMA UTILITY AUTHORITY

---

**DATE:** April 16, 2025

**SUBJECT:** AGENDA ITEM NO. XVII

**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 (GASTONIA-SCURRY SUD SOUTHERN TRANSMISSION PIPELIND PROJECT).**

**ISSUE**

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

**BACKGROUND**

College Mound SUD, Gastonia Scurry SUD, Rose Hill SUD, Becker-Jiba SUD and North Kaufman WSC contacted the Authority General Manager requesting assistance in obtaining funding for construction of a new NTMWD pipeline to service their communities.

The existing NTMWD South System serves Gastonia Scurry, Rose Hill, College Mound, Ables Springs, and the City of Kaufman. The project seeks to construct approximately 37,000 LF of 42-inch pipeline from the Tawakoni 42-inch line to the Kaufman 20-inch line near the College Mound SUD delivery point adding a second take point for Gastonia Scurry, Rose Hill, and College Mound and a new take point for Becker-Jiba and North Kaufman WSC. This will provide the necessary water for current rising demands and address concerns for future projections. Rose Hill has elected not to move forward with the project leaving the four remaining entities. Project will require coordination with NTMWD, the four entities, GTUA, and TWDB.

**STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – Gastonia-Scurry SUD Project in the amount not to exceed \$10,800,000.00.

**ATTACHMENTS**

Application Filing Resolution, Application Affidavit, & Certificate of Secretary



## 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 \$ 10,800,000 to provide for the costs of Gastonia Scurry Special Utility District - NTMWD Southern Transmission Pipeline Project.

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: Jay London, PE, Hazen and Sawyer  
8150 N. Central Expy, Suite 700, Dallas, TX 75206

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)

## Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Grayson §

APPLICANT GTUA/Gastonia Scurry SUD/STP §

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

(SEAL)

## **AGENDA ITEM XVIII**



# GREATER TEXOMA UTILITY AUTHORITY

---

**DATE:** April 16, 2025

**SUBJECT:** AGENDA ITEM NO. XVIII

**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 (NORTH KAUFMAN WSC) SOUTHERN TRANSMISSION PIPELIND PROJECT).**

**ISSUE**

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

**BACKGROUND**

College Mound SUD, Gastonia Scurry SUD, Rose Hill SUD, Becker-Jiba SUD and North Kaufman WSC contacted the Authority General Manager requesting assistance in obtaining funding for construction of a new NTMWD pipeline to service their communities.

The existing NTMWD South System serves Gastonia Scurry, Rose Hill, College Mound, Ables Springs, and the City of Kaufman. The project seeks to construct approximately 37,000 LF of 42-inch pipeline from the Tawakoni 42-inch line to the Kaufman 20-inch line near the College Mound SUD delivery point adding a second take point for Gastonia Scurry, Rose Hill, and College Mound and a new take point for Becker-Jiba and North Kaufman WSC. This will provide the necessary water for current rising demands and address concerns for future projections. Rose Hill has elected not to move forward with the project leaving the four remaining entities. Project will require coordination with NTMWD, the four entities, GTUA, and TWDB.

**STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of an application to the TWDB for funds to be used by the Authority for the Southern Transmission Pipeline – North Kaufman WSC Project in the amount not to exceed \$10,800,000.00.

**ATTACHMENTS**

Application Filing Resolution, Application Affidavit, & Certificate of Secretary

## 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 \$ 10,800,000 to provide for the costs of North Kaufman Water Supply Corporation - NTMWD Southern Transmission Pipeline Project.

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: Jay London, PE, Hazen and Sawyer  
8150 N. Central Expy, Suite 700, Dallas, TX 75206

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)

## Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Grayson §

APPLICANT GTUA/North Kaufman WSC/STP §

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

(SEAL)

## **AGENDA ITEM XIX**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

---

**DATE:** April 16, 2025

**SUBJECT:** AGENDA ITEM NO. XIX

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

### **CONSIDER AND ACT UPON A PROFESSIONAL SERVICE AGREEMENT WITH FREESE AND NICHOLS, INC. FOR CGMA HOWE CHEMICAL FEED IMPROVEMENTS PROJECT.**

#### **ISSUE**

Consider and act upon a Professional Service Agreement with Freese and Nichols, Inc. for CGMA Howe Chemical Feed Improvements Project.

#### **BACKGROUND**

The end of the system is located just south of Howe, where the Howe Terminal Storage Site is situated. At this site, GTUA operators have experienced difficulty maintaining adequate chlorine residuals due to the current system operations. Presently, chlorine and ammonia are injected into the line leading into the storage tank using manually controlled pumps.

GTUA staff has requested assistance from the Authority's engineering consultant, Freese and Nichols, Inc. (FNI), to enhance the chemical feed system at the site. FNI's scope of assistance will include specifying analyzers, integrating the system with SCADA, and relocating the chemical injection points to within the storage tank.

Improving the chemical feed at the site would reduce the need to flush at the site during the summer when chlorine levels are very volatile at the site.

#### **CONSIDERATIONS**

FNI has submitted a scope of work with a total fee of \$29,000. Authority Staff is planning on self-performing as much of the work as possible.

#### **STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the Professional Service Agreement with Freese and Nichols, Inc for a total fee of \$29,000.

#### **ATTACHED**

Service Agreement

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF GRAYSON §

This Agreement is entered into by Greater Texoma Utility Authority (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Howe Chemical Feed Improvements.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$29,000.00 for Basic Services.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Grayson County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is April 21, 2025.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

### GREATER TEXOMA UTILITY AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

### FREESE AND NICHOLS, INC.

By: Clayton C Barnard  
Name: Clayton Barnard  
Title: Principal/ Vice President  
Date: April 15, 2025  
Attest: Amanda Powers

**Attachment SC**  
**Greater Texoma Utility Authority**  
**Howe Chemical Feed Improvements**

**PROJECT UNDERSTANDING**

Freese and Nichols, Inc. (FNI) understands that the Greater Texoma Utility Authority (GTUA) would like to improve the existing chemical feed system at the Howe tank on the Collin-Grayson Municipal Alliance (CGMA) system.

The CGMA currently consists of the Cities of Anna, Melissa, Van Alstyne, and Howe. The CGMA system consists of a pump station and ground storage at Bloomdale Pump Station (BPS) in McKinney. The North Texas Municipal Water District (NTMWD) delivers water to ground storage at the BPS site, which is then pumped through the CGMA line north along SH 5 to delivery points at Melissa, Anna, Van Alstyne, and finally terminating in Howe at a ground storage tank.

Currently, GTUA manages water quality at the Howe tank manually. The existing chemical facilities include a CMU shelter housing sodium hypochlorite and liquid ammonium sulfate (LAS) bulk storage tanks and pumps in heated chemical rooms. Additional 55-gallon drums of both chemical types are stored nearby at a covered area. Through discussions with GTUA operators, the Howe tank is sampled daily by hand and dosed accordingly. Chemicals are currently injected continuously into the intermittent common fill/drain pipe of the tank. There is an existing mixer in the tank that was installed in 2023. GTUA staff have noted difficulty maintaining consistent water quality in the tank.

Through discussions with GTUA operation staff, it is desired to improve the water quality at the Howe tank through the addition of a chloramine residual control system (chemical analyzer with automated dosing controls) and moving the chemical injection point into the tank to promote mixing. The analyzer would be housed within the existing CMU shelter. It is anticipated that the existing chemical feed pumps would be replaced with the addition of the analyzer.

## **SCOPE OF SERVICES**

### **Project Administration:**

- Scope and Schedule Management: FNI will adhere to the scope and schedule throughout the duration of the project.
- Monthly Progress Reports: FNI will provide GTUA with progress reports each month to discuss project status, data needs, and schedule.
- QA/QC Process: FNI will implement project quality assurance procedures and develop and implement a project quality control plan.

FNI will develop the following to assist GTUA with the implementation of a chloramine residual control system:

- Site layout drawing including routing of chemical feed injection lines and sample line to chemical analyzer(s)
- Details for hatch modifications and pipe supports required to move the chemical injection point to the tank hatch.
- Process schematic
- Technical specifications for:
  - Chloramine control narrative
- Equipment selection and vendor quotes for:
  - Chemical analyzer(s)
  - Chemical metering pumps
- FNI will compile and submit a draft package for GTUA review consisting of a site layout sheet with pertinent details, a process schematic sheet, technical specifications, equipment selections, and vendor quotes.
- FNI will meet to review the package with GTUA and gather any feedback. FNI will incorporate the feedback and finalize the submittal package.

It is understood that GTUA has an existing service contract with RLC Controls and the integration of the new analyzer and chemical controls will be performed based on the requirements developed as part of this project. GTUA and RLC will coordinate to identify and install electrical to power the components of the residual control system.

It is assumed that GTUA will directly purchase and coordinate installation of the equipment, instruments, and controls. As such, the project components will not be bid, and FNI will not develop contract documents for bidding or provide bidding support. As these are modifications to an existing chemical feed system on an existing tank, FNI believes these improvements to be a maintenance activity and as such coordination with TCEQ shouldn't be required and effort for this coordination is not included in this project. It is assumed that no specifications will be developed for control panels or heat trace and insulation of chemical injection and sample lines.

### **TIME OF COMPLETION**

FNI will complete the design within 3 months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in GTUA or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

### **COMPENSATION**

FNI will be compensated for the Professional Services as outlined in the scope of work per the below compensation table:

<b>Basic Services (Lump Sum)</b>	
Howe Chemical Feed Improvements	\$29,000
<b>TOTAL COMPENSATION</b>	<b>\$29,000</b>

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services.

A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.

B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.

C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.

G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.



## TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

# COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Twenty Nine Thousand Dollars (\$29,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<b>Position</b>	<b>Hourly Rate</b>	
	<b>Min</b>	<b>Max</b>
Professional 1	106	205
Professional 2	125	212
Professional 3	154	325
Professional 4	168	391
Professional 5	223	406
Professional 6	252	475
Construction Manager 1	117	179
Construction Manager 2	132	216
Construction Manager 3	172	223
Construction Manager 4	183	278
Construction Manager 5	223	340
Construction Manager 6	300	406
Construction Representative 1	95	117
Construction Representative 2	106	136
Construction Representative 3	114	205
Construction Representative 4	146	216
CAD Technician/Designer 1	77	139
CAD Technician/Designer 2	110	219
CAD Technician/Designer 3	146	260
Corporate Project Support 1	81	179
Corporate Project Support 2	88	263
Corporate Project Support 3	110	380
Intern / Coop	59	106

## Rates for In-House Services and Equipment

<b>Mileage</b>	<b>Bulk Printing and Reproduction</b>		<b>Equipment</b>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<b>Technology Charge</b>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

## OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2025.**

**ADJOURN**