

ATTACHMENTS

ATTACHMENT E - RATES

(See F¹. RATES)

What are your average rates for residential, commercial, and industrial on a monthly basis?

(Use table or attach tariff sheet)

WATER (Write in other customer class system used)

Residential (5/8")	Commercial (≥1")	Industrial (≥2")	
			f. Base cost (Minimum Charge)
			g. Price per thousand gallons, _____ to _____
			h. Price per thousand gallons, _____ to _____
			i. Price per thousand gallons, _____ to _____
			j. Cost for 5,000 gallons

WASTEWATER

Residential (5/8")	Commercial (≥1")	Industrial (≥2")	
			a. Base cost (minimum or fixed charge)
			b. Price per thousand gallons, _____ to _____
			c. Price per thousand gallons, _____ to _____
			d. Price per thousand gallons, _____ to _____
			e. Cost for 5,000 gallons

Winter Averaging? ☐ Yes ☐ No ☐ N/A

Texas Water Development Board



Application New pump station to replace the existing Pump Station No. 1, construction of a new 2.0 million gallon ground storage tank, associated water lines, yard piping, and valving.

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Primary Contact

Applicant's Contributors

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Funding Program(s)

Other Funding Sources

Funding & Project Type

Document - WRD213

Document - TWDB-0215

Contractors & Loan/Grant Participation Summary

Document - TWDB-0216

Document - TWDB-0217

Document - TWDB-0373

Legal Information

Document - GoverningBodyResolution

Document - ApplicationAffidavit

Document - CertificateOfSecretary

Exhibit CR-16

Bonds, CCN, Enforcement Action

Document - ResolutionAuthorizingDebt

Document - CCN

Municipality

Board Approved WCP

Document - WCP

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Document - TWDB-1965

Retail Water Services

Potable Water Services

Provide Wastewater Services

Provide Regional or Wholesale Water Services

Top Ten Customers of Water System

Number of Customers in Past 5 Years

Debt

Taxing Authority

Top Ten Taxpayers

Tax Rate and Sales Tax

Document - SystemRevenuesC17

Document - ComparativeSystemOperatingStatement

Document - AnnualAudit

Document - AnnualAuditContinued2

Document - ManagementLetter

Outstanding Debt

Document - RevenueDebt

Applicant's Ten Largest Employers

Bond Ratings

Receive Water or Sewer

Document - ServiceRelationship

Project Description

Document - ProjectDrawSchedule

Water Made Available

Project Location

Document - ProjectServiceArea

Project Schedule

Document - ProjectedWaterUse

Cost Estimates

Document - TWDB-1201

Document - WRD-253d

Property Rights

Document - WRD208A

Exhibit CR-16

Document - WRD208B

Permits & Easements

Document - SRF-404

Document - EPA-424D

Green Project

Environmental Determination

CE/DNE

Adverse Environmental/Social Impacts

Associated PIF(s)

Additional Attachments

Document - Additional_Attachments

Document - Additional_Attachments

Document - Additional_Attachments

Associated PIF PDF

Document - PIF #1019800

Legal Authority

The legal authority under which the applicant was created and operates.: ALL_DISTRICTS

General Information

County: Collin

Name of Entity: Greater Texoma UA

System Contact Physical Address

Address 1:

Address 2:

City: Denison

State: TX

Zip: 75020-8448

Phone: (903) 786-4433

Fax: (903) 786-8211

Website: gtua@gtua.org

System Contact Mailing Address

Address 1: 5100 Airport Dr

Address 2:

City: Denison

State: TX

Zip: 75020-8448

Description

Brief description of the project: New pump station to replace the existing Pump Station No. 1, construction of a new 2.0 million gallon ground storage tank, associated water lines, yard piping, and valving.

Officers/Members

Applicant's Officers and Members

Brad Morgan

President

Exhibit CR-16

Donald Johnston
Vice-President

Mark Kuneman
Secretary-Treasurer

Scott Blackerby
Member

Ken Brawley
Member

Matt Brown
Member

Stanley Thomas
Member

Anthony Richardson
Member

Primary Contact

Name: Drew Satterwhite
Title: General Manager
Address 1: 5100 Airport Dr
Address 2:
City: Denison
State: TX
Zip: 75020-8448
Phone: (903) 786-4433
Fax: (903) 786-8211
Email: drews@gtua.org

Applicant's Contributors

Contributor Type	Firm Name	Contact Name	Address	Phone	Fax	Email
Applicant Engineer	Kimley-Horn	Todd Strouse, P.E.	260 East Davis Street, Suite 100 McKinney TX 75069-4587	469-301-2592		todd.strouse@kimley.horn.com

Exhibit CR-16

Bond Counsel	Norton Rose Fulbright	Kristen Savant	2200 Ross Ave, Suite 3600 Dallas TX 75201-7932	214-855- 8072	214-855- 8200	kristen.savant@no rtonrosefulbright.c om
Financial Advisor	Specializ ed Public Finance	Garry Kimball	248 Addie Roy Road, Suite B-103 Austin TX 78746-4110	512-275- 7300	512-275- 7305	garry@spubfin.co m
Certified Public Accountant (or other appropriate rep						
Legal Counsel	Wynne & Smith Law Firm	Mike Wynne	707 W. Washington Sherman TX 75092-5639	903-893- 8177	903-892- 0916	mwynne@wynnes mithlaw.com
Any other Contributor representing the Applicant before the board						

Contributor Contracts (documents follow this page)

1074750

Engineering

1074751

Bond Counsel

1074752

Financial Advisor

1074754

General Counsel

INDIVIDUAL PROJECT ORDER

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant), and the Bear Creek Special Utility District (Client) in accordance with the Letter Agreement for Professional Services dated May 13, 2014, which is incorporated herein by reference.

SCOPE OF SERVICES

PROJECT NAME: Bear Creek Special Utility District Pump Station #2 Improvement Project

PROJECT UNDERSTANDING

Bear Creek Special Utility District (BCSUD) (District) owns and operates a pump station and ground storage tank at their Delivery Point No. 2 from North Texas Municipal Water District (NTMWD). A single 500,000 gallon ground storage tank (GST) currently serves two of the District's three pressure planes. Two 625 gallon per minute (GPM) pumps serve Pressure Plane 1 and two 1,000 GPM pumps serve Pressure Plane 2.

This project consists of providing professional services associated with the design of an additional pump station and ground storage tank for BCSUD at the existing Pump Station #2 site. The new pump station will serve Pressure Plane 2 only. The proposed pump station will include two 2,200 GPM vertical turbine pumps to be located outside with space for two additional 2,200 GPM vertical turbine pumps in the future. The electrical equipment will be housed in a pre-fabricated concrete building. The proposal assumes that an additional two acres of land will be acquired by BCSUD north of and adjacent to the existing pump station site (see exhibit below). The existing site is of sufficient size to allow for the ultimate buildout of the pump station but the additional two acres will allow for less expensive construction methods.

The IPO assumes no modifications will be necessary to the NTMWD delivery point/meter vault. A preliminary site layout, including the additional two (2) acres of land to the north, is shown below:

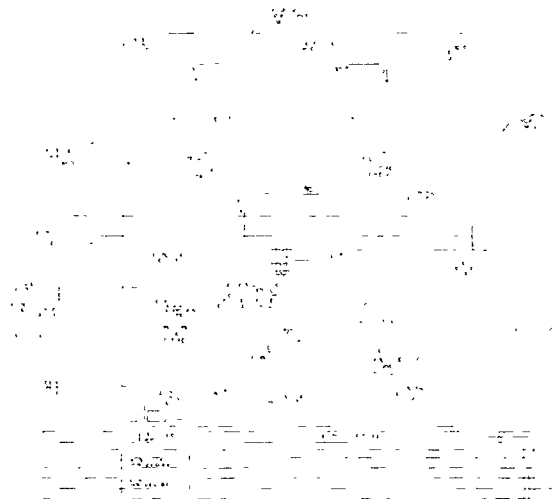


Exhibit CR-16

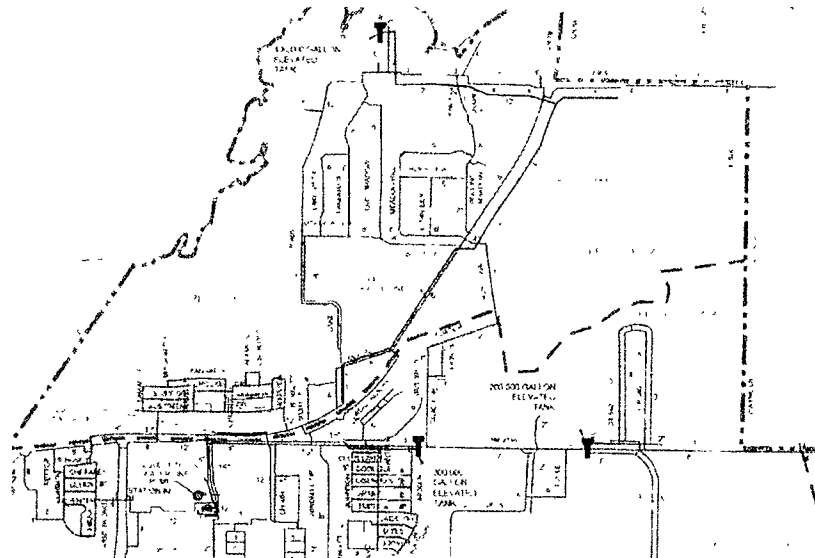
This project is necessary to provide adequate pumping and ground storage necessary for increased demands as development occurs within the Pressure Plane 1 and Pressure Plane 2 water service area. Included are site development tasks of platting, site plan preparation and coordination with the City of Lavon.

This project will consist of providing a preliminary design report detailing hydraulic analysis, pump and tank options and building layout options. Also included are plans and specifications for bidding, along with associated bidding phase service. The site will also be planned for future pumping, piping and storage capacity. The project is anticipated to include the following:

- A new pump station with an initial total capacity of 4,400 gpm (2,200 gpm Firm)
 - Provisions will be made for the ability to expand the pump station to a total capacity of 8,800 gpm (6,600 gpm Firm)
- An initial 2 MG GST with the capability to add additional GST's in the future.
- Site Civil (paving, grading, detention, etc)
- Piping
- SCADA
- Bear Creek SUD discharge meter vaults
- Electrical
- Onsite Generator
- NTMWD Delivery Point

The existing pumps will be dedicated to Pressure Plane 1. Kimley-Horn will evaluate the feasibility of utilizing the existing Pressure Plane 2 pumps for Pressure Plane 1 in the future. The two ground storage tanks will be connected through yard piping and valves to allow for backup in case one or the other needs to be taken out of service for maintenance.

This project also involves survey and design of 16-inch and 12-inch offsite waterlines to serve Pressure Zone 1. The project will include design of a 16-inch water line from the Pump Station #2 pump discharge north to SH 78. The 12" water line will extend from Grand Heritage Blvd. to Bently Drive. An exhibit showing the limits of the 16" and 12" water lines is show below:



SCOPE OF PROFESSIONAL SERVICES

TASK 1: PUMP STATION PRELIMINARY DESIGN

Perform the following professional services for this project phase:

- A. Perform topographical survey for the site that BCSUD is currently acquiring.
- B. Perform geotechnical borings to determine subsurface conditions, to be used for building, ground storage tank and underground structures design.
- C. Record Research – Perform research to determine existing utilities around and near proposed site.
- D. Site Requirements Research – Evaluate City of Lavon development requirements and identify access, landscape, driveway, drainage and other miscellaneous site development requirements to be taken into consideration.
- E. Drainage Analysis – Delineate the existing condition watershed draining to the property boundary of the subject tract. Watershed delineation will be based on on-ground topographic information obtained through survey, aerial topographic information and Texas Natural Resource Information System (TNRIS). Calculate the 100-year peak flow draining to the property boundary using the Rational Method in general accordance with City of Lavon criteria. Modify the existing watershed delineation based on the proposed site plan.
- F. Prepare preliminary site and pump station layouts for BCSUD review.
- G. Evaluation of Site Conditions, Materials, and Products:
 - a. Pumps
 - b. Pump MCC & starter options (VFD's and/or soft starters)
 - c. Evaluate existing power and potential electrical options
 - d. Flow meters and control valves
 - e. Generator Size
- H. Prepare Preliminary Engineering Report
 - a. Introduction
 - b. Current System Description
 - c. Required Capacities
 - d. Design Considerations
 - e. Pump Station Layout
 - f. Ground Storage Tanks
 - g. Electrical
 - h. Generator
 - i. Heating, Ventilation, and Air-Conditioning
 - j. Yard Piping
 - k. Valves and Meters
 - l. Landscaping
 - m. Fencing

I. Deliverables

- a. Geotechnical Report. One (1) hard copy and one (1) PDF copy
- b. Draft Design Report: One (1) hard copy and one (1) digital copy in MS Word and PDF
- c. Final Design Report: One (1) hard copy and one (1) PDF copy
- d. OPCC: One (1) PDF copy and one (1) digital copy in MS Excel

TASK 2: PUMP STATION SITE DEVELOPMENT PLANS

- A. Site Plan – Prepare plans to be used for Site Plan process for City of Lavon. Rezoning is not anticipated for site development submittal to City of Lavon. The Site Plan is anticipated to include the following:
 - a. Site Plan
 - b. Landscaping Plan
 - c. Preliminary Utility Plan
 - d. Preliminary Drainage Plan
 - e. City Meetings

TASK 3: PLAT

- A. Plat Preparation – Prepare a Preliminary-Final Plat in accordance with City requirements. This task involves City meetings and coordination.
- B. Deliverables – Provide copies of plat as required by the City. Electronic PDF copies will also be provided.

TASK 4: PUMP STATION FINAL DESIGN

- A. Prepare engineering plan sheets, specifications and construction contract documents in accordance with the preliminary design report and site master plan for project bidding and regulatory approval. Specifications shall include technical specifications for materials and installation of the proposed facilities

Plan set is anticipated to include the following sheets

- a. Cover
- b. General Notes
- c. Civil Plans
 - i. Paving and Dimensional Control
 - ii. Site Grading
 - iii. Erosion Control
 - iv. Yard Piping
 - v. Pump Station Mechanical Plan
 - vi. Pump Station Section
 - vii. Ground Storage Tank Plan
 - viii. Ground Storage Tank Details
 - ix. Discharge Meter Vault Details
 - x. Paving Details
 - xi. Water Details
 - xii. Pump Station Details

- xiii. Landscaping
 - xiv. Irrigation
 - d. Structural Sheets
 - i. Notes and Details
 - ii. Foundation Plan
 - iii. Floor Plan
 - iv. Roof Plan
 - e. Electrical Sheets
 - i. Electrical Site Plan
 - ii. Pump Station Site Plan
 - iii. One Line Diagram
 - iv. Conduit and Cable Schedules
 - v. Pump Station Schedules
 - vi. Pump Station Control Schematics
 - vii. Electrical Plan
 - viii. Lighting and Receptacle Plan
 - ix. RTU I/O Schedule and Panel Layout
 - x. Pump Station Detail Sheets
 - xi. Generator Details
 - f. Heating, Ventilation, and Air Conditioning
 - i. HVAC Plans
 - ii. HVAC Details
- B. Submit to the Client 95% complete plans, specifications, contract documents, and an opinion of probable construction cost for review and comment
- C. Submit final plans to appropriate regulatory agencies for review, utility companies for relocation of adjacent or affected facilities, and to the TCEQ for review.
- D. Submit to the Client final bidding documents
- E. Deliverables
 - a. Eight (8) copies of 50% Plans and an Opinion of Probable Construction Cost.
 - b. Eight (8) copies of 95% Plans and an Opinion of Probable Construction Cost.
 - c. Eight (8) copies of Final Plans and an Opinion of Probable Construction Cost.
 - d. Two (2) copies of the Geotechnical Report

TASK 5: OFFSITE 16-INCH AND 12-INCH WATER LINE – SURVEY & DESIGN

- A. Data Collection - Kimley-Horn, with the assistance of BCSUD, will collect existing data including utilities and record drawing from existing developments.
- B. Survey – Perform field survey to identify and locate existing topographic elements within the selected alignment corridor. Prepare a final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information.

C. Preliminary Design (Plan View Only)

- a. Prepare plan view only sheets at a scale of 1"=40' horizontal.
 - b. Prepare detail sheets
 - c. Submit to BCSUD 50% complete plans and Opinion of Probable Construction Cost for review and comments
 - d. Make revisions based on BCSUD review of the 50% submittal.
- D. Final Design – Once the 50% Design has been approved by BCSUD, Kimley-Horn will proceed with the Final Design. The Final Design will include the following:
- a. Engineering plans, specifications, and construction contract documents prepared in accordance with an approved alignment and for project bidding and regulatory approval. One set of bidding documents will be prepared for the entire project.
 - b. Tunneling/Boring details and specifications will be provided in the plans, as required.
 - c. Submit to BCSUD 95% complete plans, specifications, contract documents, and Opinion of Probable Construction Cost for review and comments.
 - d. Walk final alignment with BCSUD staff
 - e. Make revisions based on BCSUD's review of the 95% submittal.

TASK 6: BIDDING

- A. Bid Copies – Documents will be made available via CivCast or similar online bidding website.
- B. Bid Invitation – Coordinate bid letting date, time, and place with BCSUD and prepare final invitation to Bid.
- C. Pre-Bid Meeting – Kimley-Horn will conduct a Pre-Bid meeting prior to bid opening.
- D. Interpret Construction Contract Documents – Prepare and issue addenda to the Contract Documents when required.
- E. Preliminary Bid Tabulation Review – Assist BCSUD during bid opening, making preliminary tabulation of bids, and review questionnaires and bids for completeness.
- F. Qualifications Review – Review and evaluate the qualifications of the apparent successful bidder and the proposed major specialty subcontractors. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references.
- G. Bid Tabulation – Prepare and distribute formal bid tabulation sheets, evaluate bids and make written recommendations to BCSUD concerning contract award.

TASK 7: SUE TEST HOLE (2 ASSUMED)

- A. Perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).
- B. Quality Level A (QL "A") will be performed on a per each basis as needed for critical crossings (i.e. – NTMWD raw water line). QL "A" includes three dimensional (x,y,z) utility information

obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

TASK 8: TEXAS WATER DEVELOPMENT BOARD COORDINATION

- A. The task assumes a certain amount of coordination and meetings may be required for providing BCSUD information in support for a financing application to the Texas Water Development Board (TWDB). Kimley-Horn will provide professional services at the direction of BCSUD in support of TWDB application efforts

TASK 9: CONSTRUCTION CONTRACT ADMINISTRATION

- A. Pre-Construction Conference – Consultant will conduct a Pre-Construction Conference prior to commencement of construction activity
- B. Visits to Site and Observation of Construction – Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- C. Recommendations with Respect to Defective Work – Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- D. Clarifications and Interpretations – Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- E. Change Orders – Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Shop Drawings and Samples – Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- G. Substitutes and "or-equal." – Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- H. Inspections and Tests – Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- I. Disagreements between Client and Contractor – Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- J. Applications for Payment – Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- K. Substantial Completion – Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- L. Final Notice of Acceptability of the Work – Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Design of NTMWD Delivery Point and/or Meter Vault
- Modifications to Existing NTMWD Delivery Point and Meter Vault
- Disinfection Facility Design
- Cathodic Design
- Re-Zoning the Property
- Providing project representative services, on-site inspection, during the construction phase of the project.
- Professional Services Related to Site Acquisition

SCHEDULE

TASK 1: PUMP STATION PRELIMINARY DESIGN	60 Days
TASK 2: PUMP STATION SITE DEVELOPMENT PLANS	30 Days
TASK 3: PLAT	30 Days
TASK 4: PUMP STATION FINAL DESIGN	120 Days
TASK 5: OFFSITE 16-INCH AND 12-INCH WATER LINE – SURVEY & DESIGN	90 Days
TASK 6: BIDDING	60 Days
TASK 7: SUE TEST HOLE (2 ASSUMED)	As Required
TASK 8: TEXAS WATER DEVELOPMENT BOARD COORDINATION	As Required
TASK 9: CONSTRUCTION CONTRACT ADMINISTRATION	As Required

COMPENSATION

The Consultant will provide the Scope of Services for a lump sum fee:

TASK 1: PRELIMINARY DESIGN	\$140,000
TASK 2: SITE DEVELOPMENT PLANS	\$20,000
TASK 3: PLAT	\$10,000
TASK 4: FINAL DESIGN	\$245,000
TASK 5: OFFSITE 16-INCH AND 12-INCH WATER LINE – SURVEY & DESIGN	\$116,500
TASK 6: BIDDING	\$25,000
TASK 7: SUE TEST HOLE (2 ASSUMED - \$5,750 Each)	\$11,500
<u>TOTAL (Tasks 1-7)</u>	<u>\$568,000</u>

The Consultant will provide the Scope of Services on an hourly basis:

TASK 8 –TEXAS WATER DEVELOPMENT BOARD COORDINATION

Kimley-Horn will perform Task 8 on an hourly basis, as directed by BCSUD, in accordance with the Letter Agreement for Professional Services dated May 13, 2014, which is incorporated herein by reference. A preliminary budget of \$30,000 is recommended for Task 8

TASK 9 –CONSTRUCTION CONTRACT ADMINISTRATION

Kimley-Horn will perform Task 9 on an hourly basis, as directed by BCSUD, in accordance with the Letter Agreement for Professional Services dated May 13, 2014, which is incorporated herein by reference. A preliminary budget of \$150,000 is recommended for Task 9.

Additional services will be negotiated at the time they are identified.

ACCEPTED:

BEAR CREEK SPECIAL UTILITY DISTRICT

KIMLEY-HORN AND ASSOCIATES, INC.

BY _____

BY _____

TITLE _____

TITLE Senior Vice President

DATE _____

DATE _____



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September 18, 2017

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

Re: Services as Bond Counsel

Ladies and Gentlemen

This letter confirms that Norton Rose Fulbright US LLP will represent the Greater Texoma Utility Authority as bond counsel in connection with the authorization, sale, and issuance of obligations (the "Obligations"). Our acceptance of that representation (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

As bond counsel, we expect to perform the following duties:

- (1) subject to completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the federal income tax treatment of interest on the Obligations;
- (2) prepare and review documents necessary or appropriate to the authorization, issuance, sale, and delivery of the Obligations, and coordinate the authorization and execution of such documents, and review;

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(3) assist you in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the Obligations,

(4) review legal issues relating to the structure of the Obligations; and

(5) assist you in reviewing those sections of the official statement, private placement memorandum, or other form of offering or disclosure document which describe the terms of the Obligations and the opinion described in paragraph (1) above to be disseminated in connection with the sale of the Obligations,

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Our engagement is to advise you with respect to legal issues only; we understand that you have engaged Specialized Public Finance, Inc. as your financial advisor, and unless otherwise instructed by you we will consult with and take direction from your financial advisor in the issuance of the Obligations. Our duties as bond counsel specifically do not include:

(1) except as described in paragraph (5) above, or except as specifically engaged for such purpose, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading,

(2) preparing requests for tax rulings from the Internal Revenue Service,

(3) preparing blue sky or investment surveys with respect to the Bonds,

(4) drafting of state constitutional amendments or preparation of authorizing legislation,

(5) making an investigation or expressing any view of the creditworthiness of you or of the Obligations or any obligor therefor;

(6) except if specifically engaged for such purpose, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations and, after initial delivery of the Obligations, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(7) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations, or

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(8) any other matter not specifically set forth above that is not required to render the Bond Opinion.

Our Personnel Who Will Be Working on the Obligations

I will be working on the Obligations, and you may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and legal assistants, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Costs

Our fees for this engagement in the Representation will be: 1% of the principal amount of the Obligations issued up to \$500,000; 3/4 of 1% of the principal amount from \$500,001 to \$7,000,000, and 1/2 of 1% of the principal amount exceeding \$7,000,000. Our minimum fee would be \$2,500 if a water or sewer project is involved and \$3,000 if solid waste disposal is involved. In addition to the foregoing, we would expect reimbursement for actual out-of-pocket expenses incurred in the authorization, issuance and delivery of bonds, such as telephone, travel, copying, delivery, etc.

The fees and expenses due to this firm would be paid out of the proceeds of the particular bond issue upon which work is done and performed. If expenses are incurred that would ordinarily be payable out of the proceeds of more than one issue of bonds, then such information would be communicated to the General Manager of the Authority and such expense would be allocated to the next three issues which relate to the purpose for which the expense was incurred.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in connection with the issuance of the Obligations. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation, and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall

Exhibit CR-16

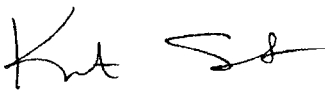
^NORTON ROSE FULBRIGHT

The Board of Directors
September 18, 2017
Page 4

be implied on the part of either Greater Texoma Utility Authority or Norton Rose Fulbright US LLP

Please carefully review this letter and the attached Additional Terms of Engagement. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

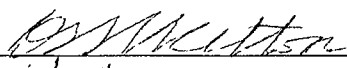
Very truly yours,

By 
Kristen Savant

KS/de
Enclosures

Greater Texoma Utility Authority agrees to and accepts this letter and the attached terms of engagement:

GREATER TEXOMA UTILITY AUTHORITY

By 
Title. President
Date 9-18-17

NORTON ROSE FULBRIGHT US LLP

Additional Terms of Engagement

This is a supplement to our engagement letter, dated August 14, 2014. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning representation of you in connection with the issuance of the Obligations described in the engagement letter. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in connection with issuance of the Obligations, please raise those questions promptly, so that we may resolve them at the outset of the Representation. Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Fulbright & Jaworski L L P agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you, and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services as Bond Counsel in connection with the Representation, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Obligations, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations.

It is further agreed that the attorney-client relationship terminates upon initial issuance of the Obligations.

Who Will Provide the Legal Services

Customarily, each client of the firm has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and legal assistants. Such delegation may be for the purpose of involving other firm personnel with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

Our Relationships With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by you of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to the Obligations develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy.

You understand that we represent many investment banking firms, commercial banks, and other parties to public finance transactions from time to time in connection with other issues, including your financial advisor and potential underwriters for your securities, and you do not object to our continued representation (in connection with other issues) of any such firm with respect to which you choose to do business in connection with issuance of the Obligations, since doing so is how we are able to gain the experience we need to represent you effectively.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel to any party in connection with the issuance of the Obligations may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel to any party in connection with the issuance of the Obligations may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in connection with the issuance of the Obligations that is the subject of this engagement or in some other matter.

Disclaimer

Fulbright & Jaworski L L P. has made no promises or guarantees to you about the outcome of the Representation or the issuance of the Obligations, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Our representation of you will not affect our responsibility to render an objective bond counsel Bond Opinion

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the matters relating to issuance of the Obligations.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or costs, misrepresentation or failure to disclose material facts, fraudulent or criminal conduct; action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Fulbright & Jaworski L.L.P. to terminate the Representation. In that event, you will take all steps necessary to release Fulbright & Jaworski L.L.P. of any further obligations in the Representation or the issuance of the Obligations, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the issuance of the Obligations. The right of Fulbright & Jaworski L.L.P. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services in connection with issuance of the Obligations. It is agreed that you will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Charges for Other Expenses and Services

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and facsimile and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

It is not our policy to make any profit on any of these other expenses and services. Our invoices will reflect the cost to us of the products and services. In some situations, the actual cost of providing the product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for other expenses and services, which is subject to change from time to time.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Exhibit CR-16

THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when

hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court. Court staff and counsel in efforts to administer justice and resolve disputes

(6) **NORTON ROSE FULBRIGHT US LLP**
(Dallas)

Expenses and Services Summary

EXPENSE/SERVICE

CHARGE

Exhibit CR-16

Binding	\$2.00 per book (Pricing varies in other office locations)
Data Base Research Lexis, Westlaw, Information America	Costs allocated by the firm
Deliveries	
Overnight/Express	Direct cost
Outside Courier	Direct cost
In-House	N/A (Pricing varies in other office locations)
Courthouse Messengers	\$25.00/hour plus transportation - Bankruptcy filings @ \$10.00 per filing (Pricing varies in other office locations)
Document Scanning	\$.12 per page – Direct cost
Duplicating	
Photocopy	\$0.15 per page
Color photocopy	\$0.85 per page
Microfilm/Microfiche	\$0.50 per page
Videography (duplication)	\$5.00/tape plus \$20.00/duplication
Electronic Mail (via Internet)	No Charge
Library Research by Library Staff	\$130.00 per hour
Weekend & Late Evening Air Conditioning	N/A (Pricing varies in other office locations)
Postage	Direct cost on any item or group of items which cost \$1.00 or more
Secretarial Overtime	\$28.00 per hour (Pricing varies in other office locations)
Facsimile (Outgoing)	No charge
Telephone	
Long Distance (Domestic)	No charge
Long Distance (International)	No charge
Telephone Conference	Direct cost (Third-party provider's charge - \$0.05 per participant per minute)
File Storage Retrieval	N/A (Pricing varies in other office locations)

Exhibit CR-16

<i>EXPENSE/SERVICE</i>	<i>CHARGE</i>
Transportation	
Mileage (personal automobile)	Applicable IRS allowable rate per mile
Lodging	Direct cost
Meals	Direct cost
Car Rental/Airline/Rail/Etc.	Direct cost
CD-ROM Research	\$30.00 - \$50.00 per search (rate varies based on length of search)
Graphic Arts	\$150.00 - \$175.00 per hour, plus direct cost of supplies
Practice Support	\$200.00 per gigabyte per month
E-Discovery	Direct cost
Firm hosting of on-site document review performed by outside contract attorneys	\$10.00 per hour

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between the Greater Texoma Utility Authority, Texas ("Issuer") and Specialized Public Finance Inc. ("SPFI") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of SPFI to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereafter referred to collectively as "Debt") from time to time during the period in which this Agreement shall be effective, and

WHEREAS, SPFI is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective

NOW, THEREFORE, the Issuer and SPFI, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of the Issuer, SPFI agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to SPFI the compensation as provided in Section VI hereof

1. Financial Planning. Provide financial planning services related to Debt plans and programs.
2. Debt Elements. Provide recommendations regarding Debt under consideration, including such elements as timing, structure, security provisions, and such other provisions as may be appropriate.
3. Method of Sale. Make a recommendation as to an appropriate method of sale, including but not limited to competitive sale, negotiated sale or private/limited offering.
4. Price Fairness. Advise the Issuer as to the fairness of the price offered by the underwriters

5. Offering Documents. Participate in and direct, as appropriate, the preparation of the offering documents and/or assist bond counsel with same.
6. Auditors. Coordinate verification by an independent auditor of any calculations incident to the Debt, as required.
7. Printing. Coordinate all work incident to printing of the offering documents and other documents required by Issuer
8. Closing. Provide the Issuer a post sale/closing booklet or update for the Debt and other outstanding debt, as needed.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, SPFI agrees to make available to the Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and SPFI regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II may require further agreement as to the compensation to be received by SPFI for such services:

1. Call Defeasance and Refunding. Evaluate and advise on exercising any call defeasance and/or refunding of any outstanding Debt.
2. Capital Program Modeling. Evaluate and advise on the development of any capital improvements programs

SECTION III CONTINUING DISCLOSURE

It is understood and agreed that the Issuer, in connection with the sale and delivery of Debt, will be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the "annual reports") and reporting of certain specified material events (the "material events") pursuant written undertakings of the Issuer and in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). SPFI shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

Exhibit CR-16

1. This Agreement shall apply to all Debt delivered subsequent to the effective date of the continuing disclosure undertakings of Issuer and as specified in the Rule, to the extent that any particular issue of Debt does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. SPFI agrees to perform annual reporting and material event notification duties required by the undertakings of Issuer and the Rule.
3. The fees of SPFI for providing the foregoing continuing disclosure services shall be negotiated annually (not to exceed \$1,000 per similarly-secured type of Debt). The fees of SPFI for providing material event notification services shall be negotiated separately at the time such notifications may be required.

SECTION IV TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section V of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. Unless SPFI or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will automatically renew on the third anniversary of the date hereof for an additional one (1) year period and thereafter will automatically renew on each anniversary date for successive one (1) year periods under the same terms as the initial 3 year period.

SECTION V TERMINATION

This Agreement may be terminated with or without cause by the Issuer or SPFI upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate. In the event of such termination, it is understood and agreed that only the amounts due SPFI for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION VI COMPENSATION AND EXPENSE REIMBURSEMENT

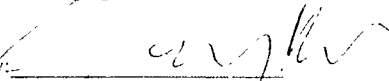
The fees due to SPFI for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and SPFI, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which SPFI is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt to the purchaser.

**SECTION VII
MISCELLANEOUS**

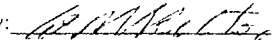
1. Choice of Law; Form ADV. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Proper venue for any legal action arising out of this Agreement shall be Grayson County, Texas. Issuer acknowledges receipt of SPFI Form ADV.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and SPFI, their respective heirs, executors, personal representatives, successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Specialized Public Finance Inc.

By: 
Managing Director

By: 
Managing Director

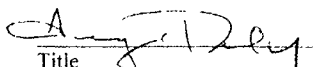
Greater Texoma Utility Authority

By: 

Title: President

Date: 9-18-19

ATTEST:


Title

APPENDIX A

Fee Schedule:

First \$ 500,000	\$10.00 per \$1,000
(Minimum Fee - \$5,000)	
Next \$ 500,000	\$ 7.50 per \$1,000
Next \$ 4,000,000	\$ 5.00 per \$1,000
Next \$ 5,000,000	\$ 3.50 per \$1,000
Next \$10,000,000	\$ 1.95 per \$1,000
Next \$10,000,000	\$ 1.35 per \$1,000
Next \$20,000,000	\$ 1.30 per \$1,000
Next \$50,000,000	\$ 1.25 per \$1,000

Fees for any refunding issues shall be the amount shown plus 10% additional charge.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specified direction of the Issuer.

The payment of charges for financial advisory services in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between SPFI and Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable.

Bond counsel
Bond ratings
Computer structuring (pursuant to SPFI internal fee schedule)
Continuing Disclosure, as per Section III
Credit enhancement
Verification agent
Official statement preparation
Official statement printing and distribution
Paying agent/registrar/trustee
Travel related expenses (mileage, airfare, hotel, etc) as requested
Underwriter and underwriters' counsel
Delivery, copy, conference call charges and other miscellaneous charges

The payment of reimbursable expenses that SPFI has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by SPFI

WYNNE & SMITH

ATTORNEYS AT LAW

**707 WEST WASHINGTON STREET
SHERMAN, TEXAS 75092**

MICHAEL C. WYNNE
JOHN HUNTER SMITH†**

**BOARD CERTIFIED - TEXAS BOARD
OF LEGAL SPECIALIZATION**

**** Personal Injury & Civil Trial Law
† Criminal Law**

P.O. BOX 2228

SHERMAN, TEXAS 75091-2228

Of Counsel:

**H.S. (BERT) GARCIA†
Former U.S. Attorney**

Telephone: (903) 893-8177

Facsimile: (903) 892-0916

Web:

www.wynnesmithlawfirm.com

May 8, 2013

**Mr. Jerry Chapman
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020**

**RE: Engagement of Wynne & Smith (the "Firm") by Grater Texoma Utility
Authority ("You or "you") (the "Engagement")**

Dear Mr. Chapman:

Thank you for engaging the Firm in connection with representing you as General Counsel for the Greater Texoma Utility Authority. The Firm is very pleased to undertake this representation. The Firm is providing you with this engagement letter in order to set out the specific terms applicable to the representation, including the terms set forth in this letter and the Standard Terms of Engagement for Legal Services ("Standard Terms of Engagement") attached hereto (collectively, the "Engagement Letter").

Specifically, the following terms and provisions apply to this Engagement:

1. The Firm will charge a reasonable fee for services rendered based upon its standard hourly rates set forth in the Standard Terms of Engagement. My current hourly rate is \$250.00.
2. In addition to the fee described above, you will be responsible for the Firm's regular charges and expenses incurred in connection with this Engagement, as set forth in the Standard Terms of Engagement.
3. The Firm will provide you with an invoice for services, expenses and charges on the earlier to occur of the conclusion of this Engagement or as soon as possible following



Exhibit CR-16

the end of each calendar month until such time as the Engagement is completed. The Firm will endeavor to deliver these invoices to you on or about the 10th day of the month following the month in which the services were rendered and expenses or charges incurred. Payment of the amount reflected on each invoice is due upon receipt.

4. This Engagement Letter and the Engagement pursuant hereto shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Grayson County, Texas.

Again, thank you for allowing the Firm to be of service to you in connection with this Engagement. If the provisions of this Engagement Letter meet with your approval, please so indicate by signing and returning the original of this letter to me. Please maintain a counterpart of this Engagement Letter for your files.

Very truly yours,

WYNNE & SMITH

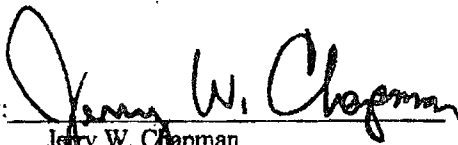


Michael C. Wynne

MCW:skg

AGREED TO AND ACCEPTED TO AS OF
THE DATE FIRST ABOVE MENTIONED:

By:



Jerry W. Chapman
General Manager

GREATER TEXOMA UTILITY AUTHORITY

WYNNE & SMITH

**Standard Terms of Engagement for Legal Services - General
("Standard Terms of Engagement")**

This Standard Terms of Engagement contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Scope of W&S's Representation. The legal services that we will provide are limited to the matters described in the accompanying letter. Unless set forth in the attached letter, our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC), or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC. It is our policy that the person or entity that we represent is the person or entity that is identified in our Engagement Letter and does not include any affiliates of such person or entity, unless specifically referred to in the accompanying letter. It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform.

Approach to Providing Services. Each client is served by a client relationship attorney (the "Client Relationship Attorney"). The Client Relationship Attorney should be someone in whom you have confidence and with whom you enjoy working; you should assume the attorney sending the Engagement Letter is the designated Client Relationship Attorney. Subject to the supervisory role of the Client Relationship Attorney, the work or parts of it may be performed by other lawyers and support personnel in the firm. If you are concerned about our performance or the performance of the Client Relationship Attorney, you may call Michael C. Wynne at (903) 893-6177.

Additional Services We Provide. We frequently offer business services, many at no charge, that provide significant value to our clients and friends. For example, we can provide our clients with networking opportunities with bankers, accountants and other community and business leaders. We share information about community non-profit organizations and opportunities for community involvement. We are continually exploring ways to better serve our clients and we value your input.

Services We Expressly Do Not Provide. Members of our law firm are from time to time serving in elected or appointed positions with various governmental or regulatory bodies. Members of our law firm must discharge those duties without regard to their employment or association with the firm, and more importantly, it would be a prohibited conflict of interest

for them to give any special consideration, benefit, or access to you or any other client of the firm. Accordingly, you acknowledge and confirm that this engagement of the firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

You also understand that, in the course of such public service, these persons may be called upon to take positions, cast votes, adopt rules and regulations or otherwise act in a manner adverse to your business interests. You acknowledge that such events are not conflicts of interest or ethical violations of the firm's duties to you as a client. You further acknowledge that in the course of the firm's engagement by other clients expressly for lobbying any governmental body at the federal, state, county, or municipal level, we could be advocating positions or attempting to achieve outcomes or results for such clients that adversely effect you or your industry (often without our knowledge). You agree that the engagement of the Firm for the legal services contemplated herein does not, in and of itself, create a conflict of interest or ethical violation by virtue of our lobbying activities. We further do not undertake or assume any duty to advise you as to what clients or positions we have undertaken in a lobbying role which would be detrimental to you or your industry.

Potential Conflicts. Because we represent many other companies and individuals, it is possible that during the time that we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used by such client to your material disadvantage.

Advice about Possible Outcomes. We may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time,

and should not be construed as a promise or guarantee.

Client Responsibilities. You agree to pay our invoice for services and expenses as explained below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information and documents relevant to our representation.

Fees. We will bill you on a regular basis, normally each month, for fees, disbursements and charges. You agree to make payment upon receipt of invoice unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our billing rates for lawyers is currently \$275.00 an hour. Time devoted by legal assistants is charged the rate of \$85.00 per hour. Our billing rates are subject to change from time to time. We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If we provide an estimate, it should not be construed as a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated. In undertaking representation of a client on a contingent fee basis, any such contingent fee arrangement must be reflected in a written contingent fee agreement.

If you disagree with the fees or expenses on any invoice, please contact the Client Relationship Attorney or our Office Manager immediately. If you do not report a concern about the fees to us within 60 days after receipt of an invoice, then it will be presumed that the fees were reasonable and the services provided were necessary. We will give you prompt notice if your account becomes delinquent more than 30 days beyond the date of the invoice, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the representation. In litigation matters, our ability to terminate or withdraw from the case may be subject to court approval. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Disbursements and Charges. We will charge our clients not only for legal services rendered, but also for other ancillary services provided. Examples include charges for in-house messenger deliveries, computerized research services, and the use of our facsimile, laser printing, and photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. While we are constantly striving to maintain these charges at rates that are lower than those maintained by others in our markets, in some

instances the amounts charged may exceed the actual costs to the firm. The current charges for some typical additional services are as follows:

Standard Duplication	\$.20/page*
Facsimile	\$1.00/page*
Messenger, Postage, Westlaw / Lexis	At cost**
Long Distance Telephone	At cost**

*These charges represent our best estimate of our actual direct cost incurred for material, manpower, and equipment usage. Oversized and other unusual duplication may be charged at a higher rate. **Cost is determined using standard rate scales of the vendors of these products.

We may disburse funds on your behalf for filing fees, overnight deliveries, necessary travel and other miscellaneous items as required to complete the scope of our services. We will bill you at actual cost for these types of expenses. We may also submit bills and invoices to you for payment to vendors directly.

Retainer and Clients' Funds. If the attached letter requires the payment of a retainer, you grant us a security interest in the retainer deposit. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. If our bills are not paid within 30 days of the date of the invoice, we may apply the retainer to those unpaid bills. At the conclusion of our legal representation, the remaining balance will be returned to you. If the retainer deposit proves insufficient to cover current expected fees, expenses and charges, it may have to be increased. Any understanding regarding a retainer deposit, which is inconsistent with the foregoing, must be expressly confirmed in the engagement letter or subsequent written communication from us.

Retainer deposits which are received to cover specific cost items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainers and clients' funds are held in clients' funds accounts in trust for your benefit at financial institutions in Texas. If the deposit, whether it be a retainer or other amount which we will hold for you, represents a significant amount and/or will be held for a long period of time, you may request that the deposit be placed in a segregated interest-bearing account. When the funds are small or are to be held for only a short period of time, it is our practice to place the funds in a pooled account (which does not earn interest) maintained in accordance with State Bar of Texas rules. Unless you instruct us otherwise, we will follow the above practices with respect to client funds held on your behalf.

Termination of Engagement. You may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however,

relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to terminate our representation of you at any time by providing advance written notice to you. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. Your papers and property will be returned to you upon receipt of payment for outstanding fees, expenses and charges unless a court orders otherwise. We may retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

Unless you actually engage us after the closing to provide additional advice on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments.

A6 & A7

Counties

Collin

Identify the Applicant's total service area population:: 7,517

Funding Program(s)

Funding Programs

DWSRF: \$7,490,000

Other Funding Sources

Other Funding Sources

Funding Source	Type of Funds (Loan, Grant, etc.)	Amount (\$)	Date Applied for Funding	Anticipated or Funding Secured Date

Other Funding Comments:

Funding_1 N/A

Funding & Project Type

Has this project received TWDB funding for any other project phases?: N

Requesting Funding for Planning: Y

Requesting Funding for Acquisition: Y

Requesting Funding for Design: Y

Requesting Funding for Construction: Y

Is the project a water project?: Y

Is the project a wastewater project?: N

Is Applicant requesting funding to refinance existing debt?: N

DUNS: 22400972

Federal Awards information:

1. Did applicant receive over 80% of their revenue from Federal Awards last year?: Y
2. Did applicant receive over \$25 million in Federal Awards last year?: N
3. Does the public have access to executive compensation information via SEC or IRS reports?: Y

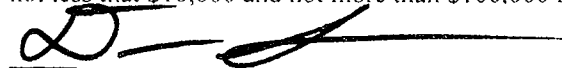
Describe procedures for collecting monthly customer bills (include procedures for collection of delinquent accounts):

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Head of Agency or Organization

6/28/18
Date

Drew Satherwhite, GENERAL MANAGER
Type Name & Title

Name and Address of Agency/Organization:

Greater Texoma Utility Authority
5100 Airport Drive
DENISON TX 75020

Exhibit CR-16

FOR OFFICE USE ONLY
Commitment # _____

TWDB-0215
Revised 11/13/2017

**TWDB-0215
APPLICANT/ENTITY
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS CERTIFICATION and GOALS**

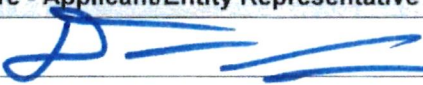
I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding Request	Program Type (insert "X" for all that apply)	
12892	Greater Texoma Utility Authority/Bear Creek SUD	\$ 7,490,000.00	<input checked="" type="checkbox"/>	Drinking Water SRF (DWSRF)
			<input type="checkbox"/>	Clean Water SRF (CWSRF)

II. GOOD FAITH EFFORT (Applicable to all PRIME contracts awarded by the applicant/entity)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-Owned Businesses in procurement. I certify that I will make a good faith effort to afford opportunities for Minority Business Enterprise (MBE), and Women-Owned Business Enterprise (WBE) by:

1. Including qualified MBEs and WBEs on procurement solicitation lists
2. Soliciting potential MBE's and WBE's
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBE's and WBE's
4. Establishing delivery schedules to encourage participation by MBE's and WBE's
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace
6. Requiring all Prime Consultants/Contractors to follow steps 1-5 listed above in employing MBE and WBE Subcontractors

Signature - Applicant/Entity Representative	Title (print legibly)	Date
	General Manager	07/17/2018

III. PROJECT PARTICIPATION ESTIMATES

Total Procurement		Potential MBE Participation		Potential WBE Participation	
Cost Category	Total	Goal	Extension	Goal	Extension
Construction	\$ 4,611,400.00	12.94%	\$ 596,715.16	8.72%	\$ 402,114.08
Supplies	\$ 1,098,000.00	9.68%	\$ 106,286.40	9.34%	\$ 102,553.20
Equipment	\$ 1,490,600.00	7.12%	\$ 106,130.72	5.39%	\$ 80,343.34
Services	\$ 740,000.00	10.84%	\$ 80,216.00	5.72%	\$ 42,328.00
Total Procurement	\$ 7,940,000.00		\$ 889,348.28		\$ 627,338.62

The Total Procurement must equal the Total of TWDB Funding Request shown above.

The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

Contractors & Loan/Grant Participation Summary

Have you already solicited contractors?: Y

Have contracts already been awarded?: Y

TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
12892	GTUA/Bear Creek SUD	\$ 7,490,000.00	<input checked="" type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF)

Project Name: Bear Creek SUD Water System Improvements ProjectSolicitation By: ☒ Applicant/Entity OR ☐ Prime Contracted Business: _____Project Phase: ☒ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____**II. SOLICITATION METHOD(S) UTILIZED**

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- ☐ Newspaper Advertisements ☐ Meetings or Conferences ☐ Trade Association Publications
☐ Minority Media ☒ Internet & Web Postings ☐ Other Government Publications
☒ Direct Contact by Phone, Fax, USPS Mail, or Email*

*If using direct contact, entities must solicit to a **minimum of 3** businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort.

III. PROJECT BIDDERS LIST:

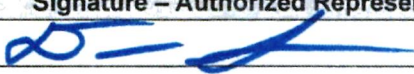
List on the following table, or provide on a separate list, each business entity directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 4	1 - Full business name (line one) & point of contact (line two) 2 - Business address 3 - Telephone number 4 - Email address for the business
Instructions for Column 5	Enter one of the following procurement or contract categories: CONSTRUCTION – SUPPLIES – EQUIPMENT – SERVICES For detailed definitions, review guidance document, TWDB-0210.
Instructions for Column 6	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement, but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

	Column 1 Business Name & Point of Contact	Column 2 Business Address	Column 3 Telephone Number	Column 4 E-Mail Address	Column 5 Procurement Category	Column 6 MBE/WBE Status
1.	The Fig Group, LLC	3720 Rawlins, Suite 975 Dallas TX 75219	(214) 273-3230	emily@thefiggroup.com	Services	WBE
2.	Southwestern Capital Markets	One Castle Hills, 1100 NW Loop 410, Suite 700 San Antonio TX 78213	(210) 344-9101	rgr@scminc.info	Services	MBE
3.	Specialized Public Finance Garry Kimball	248 Addie Roy Road, Suite B-103 Austin TX 78746	(512) 275-7300	garry@spubfin.com	Services	Other
4.	Robert Harrell, Inc.	8310 N. Capital of Texas Hwy Building I-320, Austin TX 78731	(512) 795-9100	rhi@harrell.com	Services	MBE
5.						
6.						
7.						
8.						
9.						

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	General Manager	6/28/18

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

Exhibit CR-16

Carolyn Bennett

From: Carolyn Bennett
Sent: Thursday, June 29, 2017 2:08 PM
To: emily@thefiggroup.com
Subject: RE: Financial Advisory Services
Attachments: letter The Fig Group LLC fa.pdf, Request for Qualifications for Financial Advisor - Amended.pdf

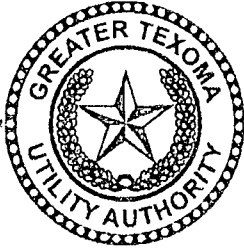
Emily,

Please disregard the Request for Qualifications sent to you on June 23, 2017, it contained inaccurate information.

The Greater Texoma Utility Authority is required to solicit for financial advisory services periodically for the Texas Water Development Board Funding Programs. Attached is a letter and Request for Qualifications for these services. These are being submitted for compliance with the TWDB and EPA Disadvantaged Business Enterprise regulations regarding solicitation for services.

Thank you,

Carolyn Bennett
Greater Texoma Utility Authority
5100 Airport Drive
Denison TX 75020
903.786.4433
carolynb@gtua.org



GREATER TEXOMA UTILITY AUTHORITY

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

June 29, 2017

The Fig Group LLC
3720 Raiwlins St., Ste 975
Dallas TX 75219

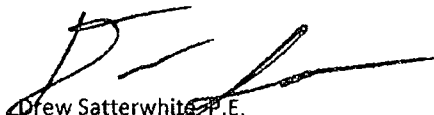
Dear Sir or Madam:

The Greater Texoma Utility Authority is seeking Statement of Qualifications for financial advisory services for projects funded through the Texas Water Development Board. Statements of Qualifications should include: 1) Experience with TWDB funded projects; 2) Respondents shall be independent of a broker/dealer and the TWDB; 3) Provide financial advisory rankings for the last three (3) years.

If your firm is interested in being considered for the financial advisory services for the Authority, please provide a Statement of Qualifications (SOQ), including the information on the attached Request for Qualifications. The SOQ may be submitted to Drew Satterwhite, P.E., General Manager, Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX 75020. Please submit your SOQ no later than 3:00 p.m. CDST, July 25, 2017.

Thank you for your consideration of this project.

Sincerely,


Drew Satterwhite, P.E.
General Manager

DS:cb

Enclosure

Exhibit CR-16

Greater Texoma Utility Authority Request for Qualifications for Financial Advisor - Amended

Greater Texoma Utility Authority is seeking qualifications for financial advisor services for various water and sewer projects funded utilizing the Texas Water Development Board Clean Water State Revolving Fund and the Drink Water State Revolving Fund.

Scope of Work: 1) Quantitative financial structuring 2) Pricing oversight; 3) Comprehensive credit analysis; 4) Assistance to the Authority and the Authority's bond counsel in preparation of the TWDB loan application; 5) Closing coordination with TWDB.

Statement of Qualifications (SOQ): Furnish an SOQ to include the following information:

1) Experience with TWDB funded projects; 2) Respondents shall be independent of a broker/dealer and the TWDB; 3) Provide financial advisory rankings for the last three (3) years.

Submission Requirements:

If your firm is interested in being considered for this assignment, submit your SOQ to General Manager, Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX 75020 (US Mail and delivery) (903-786-4433) no later than 3:00PM CDST July 25, 2017. Two copies of the SOQ must be submitted. Each statement should be limited to no more than 10 pages including the cover letter.

TWDB's Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE) Requirements:

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract or contracts awarded under this Request for Qualifications (RFQ) are expected to be funded in part by a loan from the TWDB. Neither the State of Texas nor any of its departments, agencies or employees are or will be a party to this RFQ, or any resulting contract.

Equal Opportunity in Employment – All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy," which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories. EPA's policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to Minority Business Enterprise and Women-Owned Business Enterprise firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

	<u>MBE</u>	<u>WBE</u>
Construction	12.94%	8.72%
Equipment	7.12%	5.39%
Services	10.84%	5.72%
Supplies	9.68%	9.34%

Carolyn Bennett

From: postmaster@thefiggroup.com
To: emily@thefiggroup.com
Sent: Thursday, June 29, 2017 2:08 PM
Subject: Delivered. RE: Financial Advisory Services

Your message has been delivered to the following recipients:

emily@thefiggroup.com (emily@thefiggroup.com)

Subject: RE: Financial Advisory Services


RE: Financial
Advisory Service.

Carolyn Bennett

From: Carolyn Bennett
Sent: Thursday, June 29, 2017 2:06 PM
To: igr@scm-inc info
Subject: RE: Financial Advisory Services
Attachments: letter Southwestern Cap Mkts fa.pdf, Request for Qualifications for Financial Advisor Amended pdf

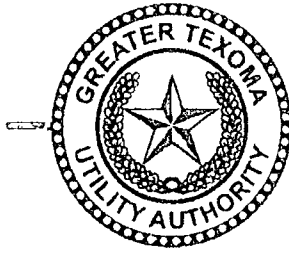
Sir or Madam:

Please disregard the Request for Qualifications sent on June 23, 2017, in contained inaccurate information.

The Greater Texoma Utility Authority is required to solicit for financial advisory services periodically for the Texas Water Development Board Funding Programs. Attached is a letter and Request for Qualifications for these services. These are being submitted for compliance with the TWDB and EPA Disadvantaged Business Enterprise regulations regarding solicitation for services.

Thank you,

Carolyn Bennett
Greater Texoma Utility Authority
5100 Airport Drive
Denison TX 75020
903.786.4433
carolynb@gtua.org



GREATER TEXOMA UTILITY AUTHORITY

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

June 29, 2017

Southwestern Capital Markets
One Castle Hills
1100 NW Loop 410, Ste 700
San Antonio TX 78213

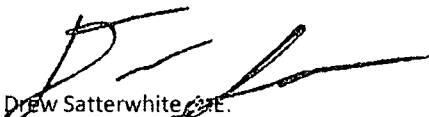
Dear Sir or Madam:

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Thank you for your consideration of this project.

Sincerely,


Drew Satterwhite, P.E.
General Manager

DS:cb

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Greater Texoma Utility Authority Request for Qualifications for Financial Advisor - Amended

Greater Texoma Utility Authority is seeking qualifications for financial advisor services for various water and sewer projects funded utilizing the Texas Water Development Board Clean Water State Revolving Fund and the Drink Water State Revolving Fund.

Scope of Work: 1) Quantitative financial structuring 2) Pricing oversight; 3) Comprehensive credit analysis; 4) Assistance to the Authority and the Authority's bond counsel in preparation of the TWDB loan application; 5) Closing coordination with TWDB.

Statement of Qualifications (SOQ): Furnish an SOQ to include the following information:

1) Experience with TWDB funded projects; 2) Respondents shall be independent of a broker/dealer and the TWDB; 3) Provide financial advisory rankings for the last three (3) years.

Submission Requirements:

If your firm is interested in being considered for this assignment, submit your SOQ to General Manager, Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX 75020 (US Mail and delivery) (903-786-4433) no later than 3:00PM CDST July 25, 2017. Two copies of the SOQ must be submitted. Each statement should be limited to no more than 10 pages including the cover letter.

TWDB's Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE) Requirements:

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract or contracts awarded under this Request for Qualifications (RFQ) are expected to be funded in part by a loan from the TWDB. Neither the State of Texas nor any of its departments, agencies or employees are or will be a party to this RFQ, or any resulting contract.

Equal Opportunity in Employment -- All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy," which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories. EPA's policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to Minority Business Enterprise and Women-Owned Business Enterprise firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

	<u>MBE</u>	<u>WBE</u>
Construction	12.94%	8.72%
Equipment	7.12%	5.39%
Services	10.84%	5.72%
Supplies	9.68%	9.34%

Carolyn Bennett

From: Carolyn Bennett
Sent: Thursday, June 29, 2017 2:02 PM
To: Garry Kimball (garry@spfmuni.com)
Cc: Kristin Merz
Subject: RFQ for Financial Advisory Services - Amended
Attachments: letter Specialized Pub Fin fa pdf, Request for Qualifications for Financial Advisor - Amended.pdf

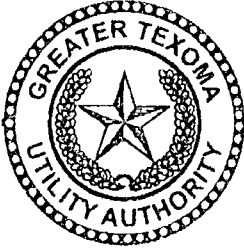
Garry,

Please disregard the RFQ sent on Friday June 23, it contained inaccurate information.

The Greater Texoma Utility Authority is required to solicit for financial advisory services periodically for the Texas Water Development Board Funding Programs. Attached is a letter and Request for Qualifications for these services. These are being submitted for compliance with the TWDB and EPA Disadvantaged Business Enterprise regulations regarding solicitation for services.

Thank you,

Carolyn Bennett
Greater Texoma Utility Authority
5100 Airport Drive
Denison TX 75020
903.786.4433
carolynb@gtua.org



GREATER TEXOMA UTILITY AUTHORITY

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

June 29, 2017

Specialized Public Finance
248 Addie Roy Road, Ste B-103
Austin TX 78745

Dear Garry,

The Greater Texoma Utility Authority is seeking Statement of Qualifications for financial advisory services for projects funded through the Texas Water Development Board. Statements of Qualifications should include: 1) Experience with TWDB funded projects; 2) Respondents shall be independent of a broker/dealer and the TWDB; 3) Provide financial advisory rankings for the last three (3) years.

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Thank you for your consideration of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Satterwhite".

Drew Satterwhite, P.E.
General Manager

DS:cb

Enclosure

Exhibit CR-16

Greater Texoma Utility Authority Request for Qualifications for Financial Advisor - Amended

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Exhibit CR-16

Carolyn Bennett

From: Mail Delivery Subsystem <MAILER-DAEMON@mail64c45.carrierzone.com>
To: rhi@harrell.com
Sent: Thursday, June 29, 2017 2:04 PM
Subject: Delivered: Financial Advisory Services

The original message was received at Thu, 29 Jun 2017 15:04:09 -0400 from mail-co1nam03on0049.outbound.protection.outlook.com [104.47.40.49]

----- The following addresses had successful delivery notifications -----

<rhi@harrell.com> (successfully delivered to mailbox)

Transcript of session follows -----



RE: Financial
Advisory Service...

<rhi@harrell.com> .. Successfully delivered

Carolyn Bennett

From: Garry Kimball <garry@spfmuni.com>
To: Carolyn Bennett
Sent: Thursday, June 29, 2017 2:35 PM
Subject: Read: RFQ for Financial Advisory Services - Amended

Your message

To:
Subject: RFQ for Financial Advisory Services - Amended
Sent: Thursday, June 29, 2017 7:35:21 PM (UTC+00:00) Monrovia, Reykjavik

was read on Thursday, June 29, 2017 7:35:18 PM (UTC+00:00) Monrovia, Reykjavik

Carolyn Bennett

From: postmaster@spfmuni.com
To: Garry Kimball (garry@spfmuni.com)
Sent: Thursday, June 29, 2017 2:02 PM
Subject: Delivered. RFQ for Financial Advisory Services - Amended

Your message has been delivered to the following recipients:

Garry Kimball (garry@spfmuni.com) (garry@spfmuni.com)

Subject: RFQ for Financial Advisory Services - Amended



RFQ for Financial
Advisory Ser...

Exhibit CR-16

Carolyn Bennett

From: postmaster@spfmuni.com
To: Kristin Merz
Sent: Thursday, June 29, 2017 2:02 PM
Subject: Delivered: RFQ for Financial Advisory Services - Amended

Your message has been delivered to the following recipients:

Kristin Merz (kristin@spubfin.com)

Subject: RFQ for Financial Advisory Services - Amended



RFQ for Financial
Advisory Ser...

Carolyn Bennett

From: Kristin Merz <kristin@spfmuni.com>
To: Carolyn Bennett
Sent: Thursday, June 29, 2017 2:04 PM
Subject: Read: RFQ for Financial Advisory Services - Amended

Your message

To:
Subject: RFQ for Financial Advisory Services - Amended
Sent: Thursday, June 29, 2017 7:04:04 PM (UTC+00:00) Monrovia, Reykjavik

was read on Thursday, June 29, 2017 7:03:59 PM (UTC+00:00) Monrovia, Reykjavik

Carolyn Bennett

From: Carolyn Bennett
Sent: Thursday, June 29, 2017 2:04 PM
To: rhi@harrell.com
Subject: RE: Financial Advisory Services
Attachments: letter Robert Harrell, Inc. fa.pdf, Request for Qualifications for Financial Advisor Amended pdf

Sir or Madam,

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Greater Texoma Utility Authority
5100 Airport Drive
Denison TX 75020
903.786.4433
carolynb@gtua.org



GREATER TEXOMA UTILITY AUTHORITY

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

June 29, 2017

Robert Harrell, Inc.
8310 N. Capital of Texas Hwy
Building I-320
Austin TX 78731

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Drew Satterwhite, P.E.
General Manager

DS:cb

Enclosure

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Carolyn Bennett

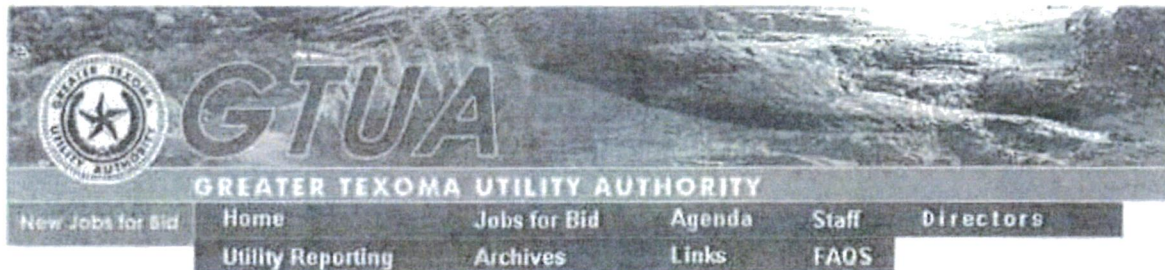
From: postmaster@scminc.info
To: rgr@scminc.info
Sent: Thursday, June 29, 2017 2:06 PM
Subject: Delivered RE: Financial Advisory Services

Your message has been delivered to the following recipients:

rgr@scminc.info (rgr@scminc.info)

Subject: RE: Financial Advisory Services


RE: Financial
Advisory Service...



[City of Princeton Water System Projects Request for Qualifications for Engineering](#)

[City of Paradise Water System Improvements Project Request for Qualifications for Engineering](#)

[GTUA Request for Qualifications for Financial Advisory Services](#)

[GTUA Request for Qualifications for Bond Counsel Services](#)

[City of Pottsboro Wastewater Treatment Plant Expansion Project Request for Qualifications for Engineering](#)

[City of Sherman Industrial Sewer Project](#)

[Lake Kiowa SUD Water System Improvements Water Main](#)

WHAT IS THE GREATER TEXOMA UTILITY AUTHORITY?



The Greater Texoma Utility Authority, also known as "the Authority" or "GTUA", is a local political subdivision of the State and is governed by a Board of Directors. The Authority is a special-law district organized under Article XVI, Section 59, of the Texas constitution and operates under Chapter 49 of the Texas Water Code.

While the State Legislature may have enacted a law to authorize the Authority, the cities of Denison and Sherman actually created the district by a confirmation election held on August 19, 1979. Since that time, the Cities of Anna, Bailey, Collinsville, Ector, Gainesville, Gunter, Howe, Leonard, Muenster, Pottsboro, Tioga, Tom Bean, Valley View, Van Alstyne, Whitesboro, and Whitewright have also joined as member cities of the Authority.

WHO GOVERNS THE AUTHORITY?

The Authority is governed by a Board of Directors appointed by its member cities. Places 1, 2, and 3 are appointed by the City of Denison. Places 4, 5, and 6 are appointed by the City of Sherman. The City of Gainesville appoints a member for Place 7, with Place 8 appointed by the City of Anna. Place 9 is appointed by the general law member cities. Board members serve two-year terms. Half of the Directors are appointed each year so that the terms overlap. The Board of Directors is responsible for establishing all policies of the Authority.

WHAT ARE THE POWERS OF THE AUTHORITY?

The Authority operates under the provisions of Chapter 49 of the Texas Water Code. The Authority has no taxing power, but may incur debt by the issuance of bonds supported by revenues from the operations it finances. The Authority may enter into contracts to provide services for member cities and others when requested.

AUTHORITY ACTIVITIES

The Authority provides its member cities with assistance in financing and construction of water and wastewater facilities. The Authority may also be requested to provide operations services for water and wastewater facilities by member cities and others.

[Click here to see our location on a map](#)
Call us at 903-786-4433

Exhibit CR-16

Greater Texoma Utility Authority Request for Qualifications for Financial Advisor - Amended

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Exhibit CR-16

FOR OFFICE USE ONLY
Commitment # _____

TWDB-0217
Revised 11/13/2017

TWDB-0217 TEXAS WATER DEVELOPMENT BOARD (TWDB) PRIME CONSULTANT/CONTRACTOR CERTIFICATION

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding	Program Type (insert "X" for all that apply)
12892	GTUA/Bear Creek SUD	\$ 7,490,000.00	<input checked="" type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF)

Prime Consultant/Contractor: Specialized Public Finance

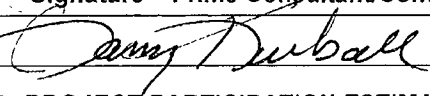
Contract Number: _____ Contract Amount: \$ 35,435.00

II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:

1. Including qualified MBEs and WBEs on procurement solicitation lists
2. Soliciting potential MBEs and WBEs
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs
4. Establishing delivery schedules to encourage participation by MBEs and WBEs
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace
6. Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.

☒ **EXCEPTION:** As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)

Signature – Prime Consultant/Contractor	Title (print legibly)	Certification Date
	Managing Director	7/24/2018

III. PROJECT PARTICIPATION ESTIMATES

Total Procurement		Potential MBE Participation		Potential WBE Participation	
Cost Category	Total	Goal	Extension	Goal	Extension
Construction		12.94%	\$ 0.00	8.72%	\$ 0.00
Supplies		9.68%	\$ 0.00	9.34%	\$ 0.00
Equipment		7.12%	\$ 0.00	5.39%	\$ 0.00
Services	\$ 35,435.00	10.84%	\$ 3,841.15	5.72%	\$ 2,026.88
Total Procurement	\$ 35,435.00		\$ 3,841.15		\$ 2,026.88

The Total Procurement must equal the Contract Amount shown above.

The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

Exhibit CR-16

Page 1 of 2

FOR OFFICE USE ONLY
Commitment # _____

TWDB-0373
Revised 11/13/2017

TWDB-0373 TEXAS WATER DEVELOPMENT BOARD PARTICIPATION SUMMARY

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
12892	GTUA/Bear Creek SUD	\$ 7,490,000.00	<input checked="" type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF)

Project Name: Bear Creek SUD Water System Improvements Project

Solicitation By: ☒ Applicant/Entity OR ☐ Prime Contracted Business: _____

Project Phase: ☐ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____

Instructions	
Column 1	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.
Column 2	Enter one of the following procurement or contract categories: CONSTRUCTION – SUPPLIES – EQUIPMENT – SERVICES
Column 3	Enter the type of business: MBE (Minority Business Enterprise), WBE (Women-owned Business Enterprise), or OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)
Column 4	Enter the exact amount of the awarded contract.
Column 5	Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

II. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
1.	Specialized Public Finance 248 Addie Roy Road, Suite B-103, Austin TX 78746	Services	Other	35,435	9/18/2017
2.	Norton Rose Fulbright 2200 Ross Ave, Suite 3600, Dallas TX 75201	Services	Other	56,200	9/18/2017
3.					
4.					
5.					
6.					

(Table continues on the next page)

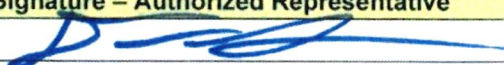
Exhibit CR-16

Page 2 of 2

TWDB-0373
Revised 08/31/2017

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	General Manager	7/17/2018

III. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

Legal Information

Cite the legal authority under which the Applicant can issue the proposed debt including the authority to make a proposed pledge of revenues.: Water Facilities Contract

What type of pledge will be used to repay the proposed debt?: SYSTEMS_REVENUE

Provide the full legal name of the security for the proposed debt issue(s): \$7,490,000 Greater Texoma Utility Authority (Bear Creek SUD) Contract Revenue Bonds

Describe the pledge being offered and any existing rate covenants.: System Revenues

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 \$ 11,225,000 to provide for the costs of improvements to Bear Creek SUD water system.

SECTION 2: That Drew Satterwhite, P.E. 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:

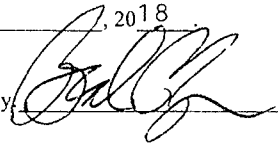
Financial Advisor: Garry Kimball
Specialized Public Finance, 248 Addie Roy Road, Suite B-103, Austin TX 78746-4110

Engineer: Todd Strouse, P.E
Kimley-Horn, 260 East Davis Street, Suite 100, McKinney TX 75069

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

PASSED AND APPROVED, this the 16th day of July, 2018

ATTEST: 

By: 

(Seal)

THE STATE OF TEXAS \$
COUNTY OF Collin \$
APPLICANT GTUA/Bear Creek SUD \$

(SEAL)

Bonds, CCN, Enforcement Action

Is the applicant proposing to issue revenue bonds?: Y

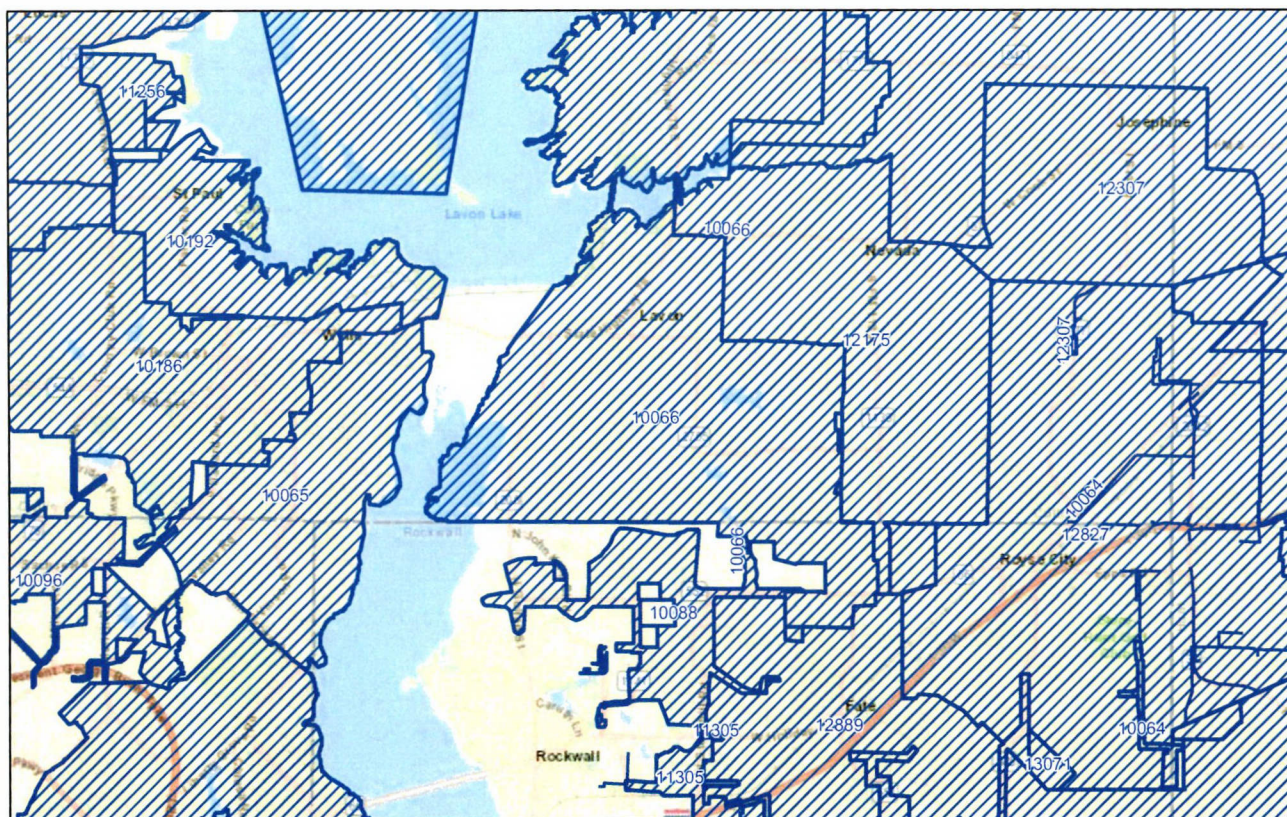
Does the applicant possess a Certificate of Convenience and Necessity (CCN)?: Y

Has the applicant been the subject of any enforcement action by the Texas Commission on Environmental Quality (TCEQ), the Environmental Protection Agency (EPA), or any other entity within the past three years?: N

Exhibit CR-16

Currently there are no outstanding parity bonds

Bear Creek SUD Water CCN #10066



June 26, 2018

0 1 2 4 mi
0 1.5 3 6 km
1:144,448
Esri, HERE, Garmin, NGA, USGS, NPS

Municipality

Is the area to be served by the project within the service area of a municipality or other public utility?: N

Board Approved WCP

If the assistance requested is more than \$500,000 a Water Conservation Plan (WCP) is required. The WCP cannot be more than FIVE years old and must have been adopted by the applicant. Has the applicant adopted a Board-approved WCP? (Check one and attach requested information, if any.): N

WATER CONSERVATION PLAN BEAR CREEK SUD, TEXAS

Date: _____, 2018

1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that the Bear Creek SUD ("District") and its customers make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has developed guidelines and requirements governing the development of water conservation plans for public water suppliers¹. TCEQ guidelines and requirements are included in Appendix B. The District has developed this water conservation plan following TCEQ guidelines and requirements. The water conservation plan includes measures that are intended to result in ongoing, long-term water savings.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts
- To reduce the loss and waste of water
- To improve efficiency in the use of water
- Encourage efficient outdoor water use
- To document the level of recycling and reuse in the water supply
- To extend the life of current water supplies by reducing the rate of growth in demand

This plan includes all of the elements required by TCEQ. This plan also is intended to include requirements of the Texas Water Development Board ("TWDB") for financial assistance programs of greater than \$500,000 offered by the TWDB.

The District receives all of its water from the North Texas Municipal Water District ("NTMWD"). The Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customers was followed to develop this Water Conservation Plan.²

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as: "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."¹ The elements in the TCEQ water conservation rules covered in this conservation plan are listed below.

Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for water conservation plans for public water suppliers are covered in this report as follows:

- §288.2(a)(1)(A) – Utility Profile – Section 3 and Appendix C
- §288.2(a)(1)(B) – Records Management System – Section 5.3
- §288.2(a)(1)(C) – Specific, Quantified Targets and Goals for Water Savings– Section 4
- §288.2(a)(1)(D) – Accurate Metering – Sections 5.1 and 5.2
- §288.2(a)(1)(E) – Universal Metering – Section 5.2
- §288.2(a)(1)(F) – Determination and Control of Water Loss – Section 5.4
- §288.2(a)(1)(G) – Public Education and Information Program –Section 6
- §288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 7
- §288.2(a)(1)(J) – Means of Implementing and Enforcement – Section 9
- §288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 8.5 and Appendix H
- §288.2(c) – Review and Update of the Plan- Section 10

Conservation Additional Requirements

- §288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 5.4 and 5.5
- §288.2(a)(2)(B) – Requirement for Water Conservation Plans by Wholesale Customers – Section 8.4

Additional Conservation Strategies

The TWDB requires a water conservation program annual report. This report is included in Appendix D. The TCEQ requires that a water conservation implementation report be completed and submitted every five (5) years. This report is included in Appendix E.

In addition to the TCEQ water conservation strategies, the District also includes the following

strategy in Section 8.5 of this Plan, and requires that the strategy be included in Customer plans:

- 288.2(a)(3)(F) – A program and/or ordinance(s) for landscape water management

TCEQ rules also include optional, but not required, conservation strategies, which may be adopted by suppliers. The District has adopted the following optional strategies and recommends that the strategies be included in Customer water conservation plans:

- §288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 7
- §288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 8.1
- §288.2(a)(3)(G) – Monitoring Method – Section 5.6
- §288.2(a)(3)(H) – Additional Water Conservation Practices for achieving stated goal(s) – Section 9.1

3. WATER UTILITY PROFILE

Appendix C to this Water Conservation Plan is a water utility profile based on the format recommended by the TWDB. A draft water utility profile shall be provided to NTMWD for review and comment. A final water utility profile will be provided to the NTMWD District, in the final Water Conservation Plan Document.

4. SPECIFICATION OF WATER CONSERVATION TARGETS AND GOALS

TCEQ rules require the adoption of specific water conservation targets and goals for a water conservation plan. The District's rapid growth and current planning for future growth were considered in setting the goals for gpcd and water loss. The targets and goals for this water conservation plan include the following table:

TABLE 4.1

2018-2019
2019-2020
2020-2021

WATER CONSERVATION PLAN 5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name Bear Creek SUD

Water Conservation Plan Year 2018

	Historic 5yr Average	Baseline	5-yr Goal for year <u>2023</u>	10-yr Goal for year <u>2028</u>
Total GPCD ¹	97	97	95	92
Residential GPCD ²	76	76	72	70
Water Loss (GPCD) ³	9	9	8	8
Water Loss (Percentage) ⁴	9 %	9 %	8 %	9 %

1 Total GPCD = (Total Gallons in System ÷ Permanent Population) = 365

2 Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) = 365

3 Water Loss GPCD = (Total Water Loss ÷ Permanent Population) = 365

4 Water Loss Percentage = ((Total Water Loss ÷ Total Gallons in System) x 100) or (Water Loss GPCD ÷ Total GPCD) x 100

- Maintain a program of universal metering and meter replacement and repair, as discussed in Section 5.2.
- Increase efficient water usage as discussed in Section 8
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.

5. METERING, WATER USE RECORDS, CONTROL OF WATER LOSS, AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. The District carefully meters water use, to detect and repair leaks in the distribution system and provide regular monitoring of water loss.

5.1 Accurate Metering

Water deliveries from the District are metered by the District using meters with an accuracy of ±2%. The meters are calibrated on an annual basis by District to maintain the required accuracy.

5.2 Metering of Customer and Public Uses and Meter Testing, Repair and Replacement

Water usage for all customers of the District, including public and government users, is metered. As part of this water conservation plan, the District maintains a meter replacement program that will replace every meter on a 10-year cycle. During 2017 approximately 2,000 meters were replaced.

5.3 Record Management System

A record management system which allows for classification of water sales and uses into the most detailed level of water use data currently available shall be utilized, as required by TAC, Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(B). This information will be included in an annual water conservation report, as described in Section 5.6.

5.4 Determination and Control of Water Loss

Water loss is the difference between water delivered to customers from the District and metered water sales to customers plus authorized but unmetered uses. (Authorized but unmetered uses include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc.). Water losses include:

- Inaccuracies in customer meters, losses due to illegal connections and theft, and accounts which are being used but have not yet been added to the billing system.
- Physical losses from the system or mains, reported breaks and leaks, and storage overflow.

Measures to control water loss are part of the routine operations of the District and its customers. Maintenance crews and personnel look for and report evidence of leaks in the water distribution system with periodic visual inspections along distribution lines. A leak detection and repair program is described in Section 5.5 below. Meter readers watch for and report signs of illegal connections, so they can be quickly addressed.

Water loss is calculated in accordance with the provisions of Appendix C. With the measures described in this plan, the District's target and goal is to maintain water loss at or below 8 percent (95 gpcd) in 2023 and at or below 9 percent (92 gpcd) in 2028. The District's rapid growth and current planning for future growth were considered in setting goals for gpcd and water loss. If water loss exceeds this goal, the District shall implement a more intensive audit to determine the source(s) of and reduce the water loss. The annual water loss audit is the primary tool that shall be used to monitor water loss.

5.5 Leak Detection and Repair

As described above, District/utility crews and personnel look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available.

District utility staff adheres to the following steps for leak detection in the District's distribution system:

- District Staff is cognizant of the need for visual inspections of water lines and detecting leaks in the District's distribution system on an on-going basis
 - Areas with a history of excessive leak and break rates are noted and leaks and breaks repaired as the District's Annual Budget will allow
 - Leak repair report forms are prepared and kept for reference
- Leak-detection equipment is used to identify leaks in the District's distribution system
- Hydrants and valves in the distribution system are inspected on a yearly basis
- District staff inspects pipes, cleaning, lining and adheres to other maintenance efforts to improve the distribution system and prevent leaks and ruptures from occurring
- District conducts meter testing and repair/replacement as necessary
- Meters are inspected on a monthly basis for leak detection. Meters are replaced on a 10-year cycle, or as needed for meter accuracy.

5.6 Monitoring of Effectiveness and Efficiency – Annual Water Conservation Report

Appendix D includes the TWDB-required Water Conservation Program Annual Report, which shall be filed annually with the TWDB. The Texas Water code requires that each entity that is required to submit a water conservation plan to the TWDB or the TCEQ shall file an annual report to the TWDB on the entity's progress in implementing each of the minimum requirements in their water conservation plan. This requirement applies to those entities receiving financial assistance of \$500,000 or more from the TWDB; entities with 3,300 connections or more; and those entities that have a water right through TCEQ. Entities receiving financial assistance from the TWDB are to maintain an approved water conservation plan in effect until all financial obligations to the state have been discharged and file a report with the TWDB on the progress in implementing each of the minimum requirements in its water conservation plan and the status of any of its customers' water conservation plans required by contract, within one year after closing on the financial assistance and annually thereafter until all financial obligations to the state have been discharged. Appendix E includes the TCEQ-required water conservation implementation report, which shall be filed every five years with the TCEQ.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Utilize the “Water IQ: Know Your Water” and other public education materials produced by the NTMWD
- Include inserts on water conservation with water bills or mail outs at least twice per year. Inserts will include material developed by District staff and material obtained from the Texas Water Development Board (“TWDB”), the TCEQ, and other sources.
- Provide water conservation literature to new customers.
- Encourage local media coverage of water conservation issues and the importance of water conservation
- Notify local organizations, schools, and civic groups that the District staff and staff of the NTMWD are available to make presentations on the importance of water conservation and ways to save water.
- Promote the *Texas Smartscape* website (www.txsmartscape.com) and provide water conservation brochures and other water conservation materials available to the public at District hall and other public places
- Make information on water conservation available online on the District website, www.bearcreeksud.com including links to the “Water IQ: Know Your Water” website and *Texas Smartscape* website and to information on water conservation on the TWDB and TCEQ websites and other resources.
- Utilize the Water My Yard website and encourage customers to sign up to receive weekly watering advice
- District will consider offering conservation presentations to local schools, when requested, if staff is available

7. WATER RATE STRUCTURE

With the intent of encouraging water conservation and discouraging waste and excessive use of water, the District has adopted a non-promotional water rate structure designed so the price of water increases with increasing water use.

Table 7.1
Monthly Customer Charges

Meter Size	Base Charge
¾"	\$25.00
1"	\$50.00
2"	\$88.00
3"	\$176.00
6"	\$704.00

Table 7.2
Volume Unit Charges

Water User	Charge	Volume (gallons)
Residential and Commercial	\$6.05	0 – 5,000
	\$6.71	5,001 – 10,000
	\$7.70	10,001 – 15,000
	\$9.52	15,001 – 25,000
	\$10.73	25,001 and above

8. OTHER WATER CONSERVATION MEASURES

8.1 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 2.5 gpm for showerheads, and 1.5 gallons per flush for toilets. Similar standards are not required nationally under federal law. These state and federal standards assure that all new construction and renovations in the District will use water-conserving fixtures.

8.2 Additional Water Conservation Measures

The following water conservation measures are also included in the Plan:

- Water audits
 - The District currently conducts water audits as required by the TWDB.
 - The District currently conducts water audits required by NTMWD.

8.3 Requirement for Water Conservation Plans by Wholesale Customers

Bear Creek SUD is prohibited by contract with North Texas Municipal Water District to providing water to wholesale customers.

8.4 Coordination with Regional Water Planning Group

Appendix H includes a letter to the Chair of the Region C Water Planning Group transmitting this water conservation plan. The adopted ordinance and the adopted water utility profile will be sent to the Chair of the Region C Water Planning Group, with a copy of the water conservation plan.

8.5 Compulsory Landscape and Water Management Measures

The following landscape water management measures are required by the NTMWD for customer's Water Conservation Plans. These measures represent minimum measures to be implemented and enforced in order to irrigate landscape appropriately, and are to remain in effect on a permanent basis unless water resource management stages are declared.

8.5.1 Landscape Water Management Measures

- Limit landscape watering with sprinklers or irrigations systems at each service address to no more than two days per week (April 1 – October 31), with education that less than twice per week is usually adequate. Additional watering of landscape may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs.
- Limit landscape watering with sprinklers or irrigation systems at each service address to no more than one day per week beginning November 1 and ending March 31 of each year, with education that less than once per week is usually adequate.
- Prohibit lawn irrigation watering from 10 AM to 6 PM (April 1 – October 31).
- Prohibit the use of irrigation systems that water impervious surfaces. (Wind driven or water drift will be taken into consideration.)
- Prohibit outdoor watering during precipitation or freeze events.
- Prohibition of use of poorly maintained sprinkler systems that waste water.
- Prohibit excess water runoff or other obvious waste.
- Require rain and freeze sensors and/or ET or Smart controllers on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.
- Prohibit over seeding, sodding, sprigging, broadcasting or plugins with cool season grasses or watering cool season grasses, except for golf courses and athletic fields.
- Require that irrigation systems be inspected at the same time as initial backflow preventer inspection
- Requirement that all new irrigation systems be in compliance with state design and installation regulations (TAC Title 30, Part 1, Chapter 344)
- Require the owner of a regulated irrigation property to obtain an evaluation of any permanently installed irrigation system on a periodic basis. The irrigation evaluation shall be conducted by a licensed irrigator in the State of Texas and be submitted to the District.

8.5.2 Additional Water Management Measures

- Prohibit the use of potable water to fill or refill residential, amenity, and

other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more.

- Non-commercial car washing can be done only when using a water hose with a shut-off nozzle.
- Hotel and motels shall offer a linen reuse water conservation option to customers.
- Restaurants, bars, and other commercial food or beverage establishments may not provide drinking water to customers unless a specific requires it made by the customer for drinking water.

8.6 Interactive Weather Stations/Water My Yard Program

NTMWD has developed the Water My Yard Program to install weather stations throughout its service area to provide consumers with a weekly e-mail and information through the Water My Yard website in determining an adequate amount of supplemental water that is needed to maintain healthy grass in specific locations. The service provides the public advanced information regarding outdoor irrigation needs, thereby reducing water use. Through a series of selections on the type of irrigation system a consumer has, a weekly email is provided that will determine how long (in minutes) that an irrigation system needs to run based on the past seven days of weather. This recommendation provides the actual amount of supplemental water that is required for a healthy lawn based on the research of the Texas A&M Agrilife Extension Service and proven technology. This service is available to District residents.

9. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

Appendix G contains a copy of the ordinance adopted by the District Board regarding the water conservation plan.

Schedule for Implementing the Plan to Achieve Targets and Goals

Following is a schedule, to achieve the targets and goals for water conservation:

- Meters
 - Meter replacement program:
 - Meters will continue to be monitored for accuracy annually and replaced on a fifteen-year cycle, or when accuracy cannot be maintained within $\pm 2\%$
- Water audits
 - Water losses are identified and corrected
 - Water losses are minimized by replacement of deteriorating water mains and appurtenances, conducted on an on-going basis
- Materials developed to encourage water conservation measures, materials obtained from

the Texas Water Development Board, Texas Commission on Environmental Quality or other sources will be mailed out semi-annually (once in the spring and once in the summer) to all customers

- Water conserving pricing
 - Rates shall continue to be reviewed annually to insure water revenues exceed expenses and replacement costs and to discourage excessive and wasteful use
- The leak detection program to reduce water losses
 - Inspections and soundings of all water main fittings and connections to be conducted semi-annually
 - Intermittent night-flow measurements to be conducted daily using SCADA
 - Pressure controlled to just above the standard-of-service level by use of pressure zones
 - Pressure zones operated based on the topography
 - Surges in pressure limited by coordination with Fire Department

9.1 Tracking of Targets and Goals

District staff shall track targets and goals by utilizing the following procedures:

- Records shall be maintained for meter calibration, meter testing, and meter replacement programs
- Water audits shall be documented and kept in the files
- District staff shall keep a record of the number of mail-outs distributed semi-annually
- Records shall be maintained for the Leak Detection Program, including but not limited to the following:
 - Annual inspections and soundings of all water main fittings and connections
 - SCADA system is used to monitor water systems

10. REVIEW AND UPDATE OF WATER CONSERVATION PLAN

The plan will be reviewed and restructured as required and as appropriate based on new or updated information.

Drought Contingency and
Water Emergency Response Plan

Bear Creek SUD

**DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE
PLAN
FOR
BEAR CREEK SPECIAL UTILITY DISTRICT**

Collin & Rockwall Counties, Texas

December 2017

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DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN FOR BEAR CREEK SPECIAL UTILITY DISTRICT

1. Introduction

The purpose of the drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency.
- To maintain supplies for domestic water use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To minimize the adverse impacts of water supply shortages.
- To minimize the adverse impacts of emergency water supply conditions.

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The North Texas Municipal Water District (NTMWD) considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

2. State Requirements for Drought Contingency and Water Emergency Response Plans

This drought contingency and water emergency response plan is consistent with Texas Commission on Environmental Quality guidelines and requirements for the development of drought contingency plans for public water suppliers, contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. This rule is contained in Appendix B.

2.1 Minimum Requirements

TCEQ's minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 11.3
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – Section 11.4
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 11.9
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages – Section 11.5
- 288.20(a)(1)(E) – Drought and Emergency Response Stages – Section 11.6
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions – Section 11.6
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 11.6
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages – Section 11.5
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- 288.20(a)(3) – Consultation with Wholesale Supplier – Sections 1, 11.1, 11.5, and 11.6
- 288.20(b) – Notification of Independence of Mandatory Measures – Section 11.5
- 288.20(c) – Review and Update of Plan – Section 11.10

3. Provisions to Inform the Public and Opportunity for Public Input

Bear Creek Special Utility District shall provide opportunity for public input in the development or update of this drought contingency and water emergency response plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan.
- Making the draft plan available on the Bear Creek SUD web site.
- Providing the draft plan to anyone requesting a copy.
- Holding a public meeting.

4. Provisions for Continuing Public Education and Information

Bear Creek SUD will inform and educate the public about the drought contingency and water emergency response plan by the following means:

- Preparing a bulletin describing the plan and making it available at the District office and other appropriate locations.
- Making the plan available to the public through the Bear Creek SUD web site.
- Including information about the drought contingency and water emergency response plan on the Bear Creek SUD web site.
- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought contingency and water emergency response plan (usually in conjunction with presentations on water conservation programs).

At any time that the drought contingency and water emergency response plan is activated or the drought stage or water emergency response stage changes, Bear Creek Special Utility District will notify local media of the issues, the drought response stage or water emergency response stage (if applicable), and the specific actions required of the public. The information will also be publicized on the Bear Creek SUD web site. Billing inserts will also be used as appropriate.

5. Initiation and Termination of Drought or Water Emergency Response Stages

5.1 Initiation of a Drought or Water Emergency Response Stage

The Bear Creek SUD General Manager or official designee may order the implementation of a drought or water emergency response stage when one or more of the trigger conditions for that stage is met. The following actions will be taken when a drought or water emergency response stage is initiated:

- The public will be notified through local public notifications, bill mailings and the Bear Creek SUD web site.
- NTMWD will be notified by email with a follow-up letter or fax that provides details of the reasons for initiation of the drought/water emergency response stage.
- If any mandatory provisions of the drought contingency and water emergency response plan are activated, Bear Creek Special Utility District will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

Drought contingency/water emergency response stages imposed by NTMWD action must be initiated by Member Cities and Customers. The Bear Creek SUD General Manager or Board designee may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

5.2 Termination of a Drought/Water Emergency Response Stage

The Bear Creek SUD General Manager or Board designee may order the termination of a drought or water emergency response stage when the conditions for termination are met or at their discretion. The following actions will be taken when a drought or emergency response stage is terminated:

- The public will be notified through local media and the Bear Creek SUD web site.
- NTMWD will be notified by email with a follow-up letter or fax.
- If any mandatory provisions of the drought contingency and water emergency response plan that have been activated are terminated, Bear Creek SUD will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

The Bear Creek SUD General Manager or Board designee may decide not to order the termination of a drought or water emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

6. Drought Contingency and Water Emergency Response Stages and Measures

There are four (4) levels indicating different stages of drought contingency and water emergency preparedness. Bear Creek SUD shall display signs which indicate the drought contingency and water emergency stages as follows:

- Stage 1 – Mild – Blue Text
- Stage 2 – Moderate – Green Text
- Stage 3 – Severe – Yellow Text
- Stage 4 – Emergency – Red Text

6.1 Stage 1

6.1.1 Initiation and Termination Conditions for Stage 1

- NTMWD has initiated Stage 1
- Bear Creek SUD's water demand exceeds ninety (90) percent of the amount that can be delivered to customers for three consecutive days.
- Bear Creek SUD's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Bear Creek SUD's water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 1 may terminate when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

6.1.2 Goal for Use Reduction and Actions Available under Stage 1

Stage 1 is intended to raise public awareness of potential drought or water emergency problems. The goal for water use reduction under Stage 1 is a two (2) percent reduction. The Bear Creek SUD General Manager or Board designee may order the implementation of any of the actions listed below, as deemed necessary:

- Request voluntary reductions in water use by the public.
- Increase public education efforts on ways to reduce water use.
- Review the problems that caused the initiation of Stage 1.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reductions.
- Ask the public to follow voluntary landscape watering schedules.

6.2 Stage 2

6.2.1 Initiation and Termination Conditions for Stage 2

- NTMWD has initiated Stage 2.
- Bear Creek SUD's water demand exceeds ninety-five (95) percent of the amount that can be delivered to customers for three consecutive days.
- Bear Creek SUD's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.

Exhibit CR-16

- Bear Creek SUD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Bear Creek SUD's individual plan may be implemented if other criteria dictate.

Stage 2 may terminate when NTMWD terminated its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

6.2.2 Goal for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is a five (5) percent reduction in the amount of water produced by NTMWD. If circumstances warrant or if required by NTMWD, the Bear Creek SUD General Manager or Board designee can set a goal for greater water use reduction. The Bear Creek SUD General Manager or Board designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. Bear Creek SUD shall notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue any actions set by Stage 1.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems to no more than two days per week. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy. An exemption is also allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems, which do not have restrictions to the number of days per week of operation. Other exemptions that apply are foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to two (20) hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
- **Requires Notification to TCEQ** – Restrict landscape and lawn irrigation from 10:00AM to 6:00PM beginning April 1 through October 31 of each year.
- **Requires Notification to TCEQ** – Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.

6.3 Stage 3

6.3.1 Initiation and Termination Conditions for Stage 3

- NTMWD has initiated Stage 3.
- Bear Creek SUD's water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three consecutive days.
- Bear Creek SUD's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Bear Creek SUD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Bear Creek SUD's individual plan may be implemented if other criteria dictate.

Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

6.3.2 Goals for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of ten (10) percent in the amount of water obtained from NTMWD. If circumstances warrant or if required by MTMWD, Bear Creek SUD General Manager or Board designee can set a goal for a greater water use reduction.

The Bear Creek SUD General Manager or Board designee shall implement may action(s) required by NTMWD. In addition, the Bear Creek SUD General Manager or Board designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The supplier must notify TCEQ and NMTMWD within five (5) business days if these measures are implemented:

- Continue any actions implemented under Stages 1 and 2.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Initiate mandatory water use restrictions as follows:
 - prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed.)
 - prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
 - prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
 - prohibit using water in such a manner as to allow runoff or other waste.