



Municipal Building/City Hall Council Chamber
2821 Washington Street
Greenville, TX 75401
City Council

Jerry Ransom - Mayor	Place 7
Ramon Rodriguez	Place 1
T.J. Goss - Mayor Pro	Place 2
Tem	Place 3
Philip R. Spencer	Place 4
Tim Kruse	Place 5
Ben Collins	Place 6
Kenneth Freeman	

Regular Session Agenda
05/12/2026
6:00 PM

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Presentations

- A. Administer the Oath of Office to elected City Council members: Place 3- Philip Spencer and Place 4 - Larry P. Davis (*Hunt County Judge Bobby Stovall*)
- B. Presentation by GrantWorks: Overview of Texas Community Development Block Grant requirements related to Section 3 of the Housing and Urban Development Act of 1968 – Grant Nos. CDM24-0022 & CDV25-0127. (*Robert Davila, GrantWorks*)
- C. Firehouse Subs Public Safety Foundation Grant (*Captain Green, Training Officer, Greenville Fire Department*)
- D. National Public Works Week (NPWW) - May 17 -23, 2026 "**Rooted in Service, Powered by Community**" (*Mayor Ransom*)

5. Citizens to be Heard

Citizens to be Heard are invited to address the Council on topics not already scheduled for a Public Hearing or listed on the agenda. Present your completed "Citizen's Comment Card" to the City Secretary prior to the meeting. Speakers are limited to 3 minutes and should conduct themselves in a civil manner. The City Council cannot act on items not listed on the agenda in accordance with the Texas Open Meetings Act. Concerns will be addressed by City Staff; they may be placed on a future agenda or addressed by some other course of response. At the microphone, please first state your name and address.

6. Public Hearings

Public Testimony

Public Testimony occurs when citizens are invited to address the Council on topics already on the agenda. Speakers will be invited to speak at the time of Council discussion for the item. Present your completed "Citizen's Comment Card" to the City Secretary prior to the meeting. Speakers are limited to 2 minutes for each agenda item.

7. Ordinances

- A. Consideration and action on an ordinance awarding a contract for Greenville CDBG Downtown Revitalization Program, Grant No. CDM24-0022, to A&D Paving, LLC in the amount of \$278,702.05.(Madison Aquinaga, Main Street Manager)
- B. Consideration and action on an Ordinance authorizing a contract with Axon Enterprise, Inc. for the purchase of TASER 10 equipment and training for the Police Department. (Chris Smith, Chief of Police)

8. Resolutions

- A. Consideration and action on a resolution electing a Mayor Pro Tem to serve a one-year term (*City Council*)
- B. Consideration and action on a resolution approving the adoption of the Greenville Texas Downtown Plan. (*Letora Anderson, Assistant Director of Community Development*)
- C. Consideration and action on a motion to rescind the award under Resolution 26-47 awarding the mowing contract to Earthworks Services, LLC; rejecting all bids received; and authorizing city staff to re-advertise the project. (*Brett Quarles, Director of Parks and Recreation*)
- D. Consideration and action on a resolution authorizing change order #21 with Adolph & Peterson Gulf States in the amount of \$368,556.33 related to the SportsPark Reecy Davis Sr. Recreation Center Projects. (*Brett Quarles, Director of Parks and Recreation*)
- E. Resolution approving a standard lease agreement between the City of Greenville and tenants and establishing the terms under which an individual tenant will occupy a single aircraft hangar owned by the City. (*Summer Spurlock, City Manager*)
- F. Consideration and action on a resolution of the City of Greenville regarding the application of Greenville Development TXRE LLC to the Texas Department of Housing and Community Affairs for 2026 low-income housing tax credits for the development known as 57Eleven Nautilus located at 5711 Industrial Drive. (*Daniel W. Ray, City Attorney*)

9. Consent Calendar

- A. City Council Meeting Minutes - April 28, 2026
- B. Resolution to revise and extend the Attorney Services Contract
- C. Resolution authorizing release of retainage for completion of the 20" Fusible PVC East Loop transmission waterline in the City's distribution system.(Robert Burney)
- D. Ordinance to revise and extend the City Manager's employment contract

10. City Staff/City Council Reports

11. City Council Discussion/Proposed Agenda Items

(Council members may discuss items on the agenda or suggest items for future agendas. Proposed agenda items may only be discussed by Councilmembers if the Councilmembers do so for proposing that those items be placed on a future agenda). Items not appearing on the agenda may not be deliberated and no votes may be taken during this portion of the agenda. In response to comments from the public, Council may seek a statement of specific factual information or a recitation of existing policy from City Staff pursuant to Section 551.042 of the Texas Open Meetings Act).

12. Board and Commission Minutes

13. Executive Session

- A. **Section 551.071 (1) & (2)** Consultation with City Attorney on any regular session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items as needed; consultation with City Attorney regarding pending or contemplated litigation, settlement offers, or matters deemed subject to the Code of Professional Responsibility of the State Bar of Texas: 1216 I-30 Real Property; Public Improvements Real Property Purchases and Eminent Domain; Development Study Multi-Use Facility; Greenville Housing Authority suit; Airport Hangar lease; TIRZ Zone #1; FM1570 lift station damage suit; Rios vs. City; Hunt County Emergency Services District #1 petition; City officer contracts; Litigation update.

14. Take action on any item discussed in Executive Session

15. Adjourn

Notice: If you plan to attend this public meeting and you have a disability that requires special arrangements or if you need an interpreter, please call 903-457-3121 (voice) or 1-800-735-2988 (TDD) or e-mail coldacre@ci.greenville.tx.us at least 48 hours prior to the scheduled meeting. Reasonable accommodations will be made to assist you.

“Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly”.

Posting Certification

I certify that this notice of the City Council Meeting was posted on the City Hall bulletin board of the City of Greenville, Texas. Posted in accordance with the Texas Government Code, Chapter 551.

Carla Oldacre, City Secretary



OATH OF OFFICE

**In the name and by the authority of
the State of Texas**

I, Philip R. Spencer, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of City Councilmember Place 3 of the City of Greenville, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this state, so help me, God.

signature

State of TEXAS
County of Hunt

SWORN TO and subscribed before me by affiant on this 12th day of May 2026.

(Seal)

signature

Judge Bobby Stovall

Hunt County Judge
Title



Certificate of Election

IN THE NAME AND BY THE AUTHORITY OF
THE CITY OF GREENVILLE, TEXAS

THIS IS TO CERTIFY,
That at a General Election held on
May 2, 2026

Philip R. Spencer

WAS DULY ELECTED

COUNCILMEMBER PLACE 3

In testimony whereof, I have hereunto signed my name and caused the Seal of City of Greenville, Texas, to be affixed at the City of Greenville, Texas, this 12th day of May, 2026.

Jerry J. Ransom, Mayor



OATH OF OFFICE

**In the name and by the authority of
the State of Texas**

I, Larry P. Davis, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of City Councilmember Place 4 of the City of Greenville, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this state, so help me, God.

signature

State of TEXAS
County of Hunt

SWORN TO and subscribed before me by affiant on this 12th day of May 2026.

(Seal)

signature

Judge Bobby Stovall

Hunt County Judge
Title



Certificate of Election

IN THE NAME AND BY THE AUTHORITY OF
THE CITY OF GREENVILLE, TEXAS

THIS IS TO CERTIFY,
That at a General Election held on
May 2, 2026

Larry P. Davis

WAS DULY ELECTED

COUNCILMEMBER PLACE 4

In testimony whereof, I have hereunto signed my name and caused the Seal of City of Greenville, Texas, to be affixed at the City of Greenville, Texas, this 12th day of May, 2026.

Jerry J. Ransom, Mayor

Office of the Mayor



Certificate of Recognition

We, the Mayor and City Council of the
City of Greenville, Texas, do hereby celebrate:

National Public Works Week May 17-23, 2026

WHEREAS, American Public Works Association has designated **May 17–23, 2026** as **National Public Works Week**, with the theme *“Rooted in Service, Powered by Community”*; and

WHEREAS, the foundation of public works is deeply rooted in service, driving innovations that support safe, healthy, and thriving communities; and

WHEREAS, public works professionals provide essential services—both visible and unseen—including the construction and maintenance of streets, bridges, water systems, wastewater infrastructure, drainage systems, and public facilities; and

WHEREAS, these dedicated individuals serve as first responders in times of emergency, restore vital services during outages, maintain safe and accessible roadways, and ensure reliable solid waste services for the citizens of Greenville; and

WHEREAS, their commitment to excellence reflects a profound dedication to improving quality of life and strengthening the connection between public service and the community it supports;

Attest:

Jerry J. Ransom, Mayor

Carla Oldacre, City Secretary

Jerry Ransom
Mayor

Ramon Rodriguez
Councilmember
Place 1

TJ Goss
Mayor Pro Tem
Place 2

Philip R. Spencer
Councilmember
Place 3

Larry P. Davis
Councilmember
Place 4

Ben Collins
Councilmember
Place 5

Kenneth Freeman
Councilmember
Place 6



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 7A

Contact:

Contact Email:

Contact Phone:

Subject: Consideration and action on an ordinance awarding a contract for Greenville CDBG Downtown Revitalization Program, Grant No. CDM24-0022, to A&D Paving, LLC in the amount of \$278,702.05.(Madison Aquinaga, Main Street Manager)

1. Background/History:

The City of Greenville applied for and was awarded the CDBG Downtown Revitalization Grant. This is the next step in awarding the contract so we can begin construction.

2. Findings/Current Activity

Bids were solicited and following the evaluation of the bids, A & D Paving was identified as the lowest responsible bidder and is recommended for contract award. Approval of this contract will allow us to move forward with implementation of the project and remain in compliance with the grant timelines and requirements.

3. Financial Impact/Account No.

Funding in the amount of \$278,702.05 will be from the \$500,000 award from the CDBG Downtown Revitalization Grant that was awarded

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
2. Planned Approach for Improving Current Water Infrastructure.
3. Strive for Municipal Excellence and Enhance Opportunities for Communication.

4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.

5. Support Public Service, Health, and Safety.

6. Optimize Opportunities at the Airport.
7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends the City Council approve resolution awarding a contract for the

Greenville CDBG Downtown Revitalization Program, Grant No. CDM24-022 to A&D Paving, LLC.

ORDINANCE 26-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AWARDING A CONTRACT TO A & D PAVING, LLC FOR CONSTRUCTION SERVICES RELATED TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN REVITALIZATION PROGRAM PROJECT NO. CDM24-022; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AGREEMENTS AND CONTRACT DOCUMENTS RELATED THERETO; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville has received funding through the Texas Community Development Block Grant Downtown Revitalization Program Project No. CDM24-022 for eligible downtown revitalization improvements; and

WHEREAS, the City solicited competitive sealed bids for construction services related to the project in accordance with applicable state law and grant requirements; and

WHEREAS, following the evaluation of bids received, A & D Paving, LLC was determined to be the lowest responsible bidder and is recommended for award of the contract; and

WHEREAS, the City Council finds that awarding the contract to A & D Paving, LLC in the amount of Two Hundred Seventy-Eight Thousand Seven Hundred Two and 05/100 Dollars (\$278,702.05) is in the best interest of the City and necessary to allow the City to proceed with implementation of the project and remain in compliance with grant timelines and requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS:

SECTION 1. The findings and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The City Council hereby awards the contract for construction services related to the Texas Community Development Block Grant Downtown Revitalization Program Project No. CDM24-022 to A & D Paving, LLC in the amount of Two Hundred Seventy-Eight Thousand Seven Hundred Two and 05/100 Dollars (\$278,702.05).

SECTION 3. The City Manager is hereby authorized to execute all agreements, contract documents, change orders, and related documents necessary to carry out and administer the project in accordance with the approved contract amount and applicable grant requirements.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are repealed to the extent of conflict only.

SECTION 5. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 6. This Ordinance shall be in full force and effect from and after May 12, 2026.

PASSED AND APPROVED, this the 12th day of May 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 7B

Contact: Chris Smith, Police Chief

Contact Email: csmith@ci.greenville.tx.us

Contact Phone: 903-457-2920

Subject: Consideration and action on an Ordinance authorizing a contract with Axon Enterprise, Inc. for the purchase of TASER 10 equipment and training for the Police Department. (Chris Smith, Chief of Police)

1. Background/History:

In conjunction with the department's transition to the TASER 10 platform, an initial purchase order was submitted to Axon Enterprise, Inc. based on a quoted package that included the VR Pro training system and an associated cartridge allotment. During the procurement process, the Axon sales representative advised that the package would include sufficient training cartridges to support all required training as well as enough live cartridges to fully outfit 82 TASER devices. This quote and representation were presented to and approved by the City Council as part of the procurement process.

After the approval and fulfillment of the order, it was determined that the delivered package did not align with the originally quoted and approved configuration. Specifically, the department received the standard VR training program rather than the VR Pro package, along with a reduced cartridge quantity below what was included in the approved quote and what had been represented during the procurement process.

This discrepancy has necessitated further review and coordination with the vendor to reconcile the differences between the approved purchase and the items delivered.

2. Findings/Current Activity

AXON has acknowledged the discrepancy and indicated a willingness to work with the department to resolve the issue and bring the purchase into alignment with the originally approved scope. Axon has been contacted and has attributed the error to its former sales representative. As a proposed resolution, Axon has offered to void the existing contract and enter into a new agreement extending through 2030. Under the proposed terms, the department would receive the originally quoted VR Pro training package along with the full quantity of training and live cartridges as initially represented. Axon has advised that if the department elects to proceed with this

adjustment in October, there will be no change to the current annual payment structure. Alternatively, if the department proceeds immediately, a nominal upfront cost would be incurred, with reduced annual payments in years three, four, and five of the new agreement.

3. Financial Impact/Account No.

Support Services – Professional Services (100-1-421240-54101-0000) The proposed new contract includes an initial cost of \$500.00 upon execution. The annual recurring costs would be \$71,417.00 for Years 1 and 2, and \$69,973.00 for Years 3, 4, and 5. There would be no additional cost increase compared to the current contract terms, other than the one-time \$500.00 execution fee associated with the revised agreement.

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
2. Planned Approach for Improving Current Water Infrastructure.
3. Strive for Municipal Excellence and Enhance Opportunities for Communication.
4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.

5. Support Public Service, Health, and Safety.

6. Optimize Opportunities at the Airport.
7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends the City Council consider



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 8A

Contact: Carla Oldacre, City Secretary

Contact Email: coldacre@ci.greenville.tx.us

Contact Phone: (903)457-3121

Subject: Consideration and action on a resolution electing a Mayor Pro Tem to serve a one-year term (*City Council*)

1. Background/History:

Section 17 of the City Charter of the City of Greenville, Texas, provides that the City Council of the City shall elect a Mayor Pro Tempore for a term of one (1) year who shall act as Mayor during the absence or disability of such official, and if a vacancy should occur, shall become Mayor until the next regular election.

2. Findings/Current Activity

Section 27(a) of the Greenville City Charter states that "At the first official meeting after all newly elected Council members have qualified and have taken the oath of office, the Council shall elect the Mayor Pro Tem".

3. Financial Impact/Account No.

N/A

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.

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5. Support Public Service, Health, and Safety.

6. Optimize Opportunities at the Airport.

7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.

8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation
at the discretion of the Mayor/Council

RESOLUTION NO. 26-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, ELECTING A MAYOR PRO TEMPORE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 17 of the City Charter of the City of Greenville, Texas, provides that the City Council of the City shall elect a Mayor Pro Tempore for a term of one (1) year who shall act as Mayor during the absence or disability of such official, and if a vacancy should occur, shall become Mayor until the next regular election.

WHEREAS, Section 27(a) of the Greenville City Charter states that “At the first official meeting after all newly elected Council members have qualified and have taken the oath of office, the Council shall elect the Mayor Pro Tem”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. _____ a member of the City Council serving in Place __ of the City of Greenville, Texas City Council, be, and such member is hereby elected as Mayor Pro Tempore.

SECTION 2. This Resolution shall be in full force and effect immediately upon its passage and approval.

SECTION 3. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

PASSED AND APPROVED, this the 12th day of May 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 8B

Contact:

Contact Email:

Contact Phone:

Subject: Consideration and action on a resolution approving the adoption of the Greenville Texas Downtown Plan. (*Letora Anderson, Assistant Director of Community Development*)

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

5. Action Options/Recommendation

RESOLUTION NO. 26-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE ADOPTION OF THE GREENVILLE, TEXAS DOWNTOWN PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Downtown Plan process began in 2022 and included extensive stakeholder engagement, including steering committee workshops, stakeholder interviews, a design studio, and coordination with the City Council and the Texas Department of Transportation (TxDOT); and

WHEREAS, by late 2022, the Downtown Plan progressed through key workshops and a joint meeting of the Planning and Zoning Commission and the City Council; and

WHEREAS, in 2023, a draft of the Downtown Plan was distributed for review, followed by additional feedback and continued coordination through committee meetings; and

WHEREAS, from late 2023 into early 2024, efforts focused on infrastructure cost estimating and incorporating stakeholder comments, including coordination with project partners; and

WHEREAS, in 2026, the Downtown Plan has progressed toward finalization, including updates to the steering committee and the completion of required public hearings before the Planning and Zoning Commission and the City Council; and

WHEREAS, the Planning and Zoning Commission approved the final draft of the Downtown Plan on April 20, 2026, by unanimous vote; and

WHEREAS, the adoption of the Downtown Plan will serve as a guiding document for future development, infrastructure investment, and revitalization efforts within the downtown area; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. The City Council hereby approves and adopts the Greenville Downtown Plan.

SECTION 2. The Downtown Plan shall serve as a guiding framework for future planning, policy decisions, and capital improvements within the downtown area.

SECTION 3. There are no additional financial obligations for the adoption of the Downtown Plan.

SECTION 4. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this resolution, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 5. This Resolution shall be in full force and effect immediately upon passage and approval.

PASSED AND APPROVED this the 12th day of May 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 8C

Contact:

Contact Email:

Contact Phone:

Subject: Consideration and action on a motion to rescind the award under Resolution 26-47 awarding the mowing contract to Earthworks Services, LLC; rejecting all bids received; and authorizing city staff to re-advertise the project. (*Brett Quarles, Director of Parks and Recreation*)

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

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3. Strive for Municipal Excellence and Enhance Opportunities for Communication.
4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.
5. Support Public Service, Health, and Safety.
6. Optimize Opportunities at the Airport.
7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 8D

Contact: Brett Quarles, Parks Director

Contact Email: bquarles@ci.greenville.tx.us

Contact Phone: 903-457-3205

Subject: Consideration and action on a resolution authorizing change order #21 with Adolph & Peterson Gulf States in the amount of \$368,556.33 related to the SportsPark Reecy Davis Sr. Recreation Center Projects. (Brett Quarles, Director of Parks and Recreation)

1. Background/History:

In August of 2024, The City of Greenville entered into a construction services agreement with AP Gulf States for Recreation Centers Bond in the amount of \$55,857,132.00

2. Findings/Current Activity

Change Order General Description: SportsPark Center / Reecy Davis Expansion

Change Request	Description	Amount
127	TI – RTU 7 Revised Duct Work	\$ 12,764.56
128	TI – RTU 6 Duct Revisions due to Ceiling Conflict	\$ 11,643.03
129	RFI #319 – Fan Layout in Mezzanine	\$ 8,727.17
131	ASI 24 - Landscape Clarifications	\$ 21,360.98
133	RFI #317 – Foam Inserts for Fitness Deck	\$ 9,804.59
135	Tectum Panel Color Changes in Mezzanine	\$ 1,034.28
134	Skate Park Enhancement	\$ 303,556.33
TOTAL		\$ 368,890.94

Original Agreement Value \$ 55,857,132.00

Owner approved Change Order 001 \$ 163,553.21

Owner approved Change Order 002 \$ 30,275.83

Owner approved Change Order 003 \$ 262,432.32

Owner approved Change Order 004 \$ 147, 713.13

Owner approved Change Order 005 \$ (\$5,275.78)

Owner approved Change Order 006 \$ 26,879.78
Owner approved Change Order 007 \$ 95,809.86
Owner approved Change Order 008 \$ 132,477.76
Owner approved Change Order 009 \$ 119,697.17
Owner approved Change Order 010 \$ 447,712.45
Owner approved Change Order 011 \$ 21,903.88
Owner approved Change Order 012 \$ 168,083.64
Owner approved Change Order 013 \$ 102,855.82
Owner approved Change Order 014 \$ 113,128.22
Owner approved Change Order 015 \$ 1,658,820.24
Owner approved Change Order 016 \$ 77,087.33
Owner approved Change Order 017 \$ 34,932.78
Owner approved Change Order 018 \$ 167,296.48
Owner approved Change Order 019 \$ 139,494.23
Owner approved Change Order 020 \$ 43,989.56

Sum of Changes by prior Owner Change Order \$ 3,948,867.92

Agreement Value prior to this Change Order \$ 59, 805,999.92
Change Order 021 \$ 368,556.33

New Agreement Value \$ 60,174,890.86

3. Financial Impact/Account No.

Change Order (CO) #21, in the amount of \$368,890.94, will be funded with \$303,556.33 from Parkland Dedication Funds (CR 134 – Skate Park Enhancement), with the remaining balance funded through bond proceeds.

Following approval of Change Order #21, the current contingency balance is (\$666,585.73)

4. FY 25-26 Council Goal

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7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.

8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends the City Council consider a resolution authorizing a change order with AP Gulf States in the amount of \$ 368,556.33.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

Change Number: 21
 Change Date: 05/01/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

All provisions of the original agreement, designated with the above mentioned OWNER contract, except as herein and hereby amended remain unchanged. Handwritten changes must be initialed by both parties. The contract is hereby revised by the following:

Change Order General Description: City of Greenville SportsPark Center-CR's 127, 128, 129, 131, 133, 135, and 134

Item#	Cost Code	Description	Amount
001		CR 127 - TI - RTU 7 Revised Duct Work	\$12,764.56
001	23-0000-01-S	8552STEP - Stephens Mechanical Llc - The original mechanical drawings had return and supply air ducts from RTU-7 that fed to the office areas North of the TI space. These ducts run below the ceiling heights in the open gym area at BOD 11'-2".	\$12,144.00
002	00-6216-00-M	Builders Risk	\$15.79
003	00-6216-06-M	SDI	\$145.73
004	00-6216-03-M	General Liability Insurance	\$133.58
005	00-6113-00-M	Performance Bonds	\$82.58
006	99-9999-99-F	Fee	\$242.88
002		CR 128 - TI RTU 6 Duct Revisions Due to Ceiling Conflicts	\$11,643.03
001	23-0000-01-S	8552STEP - Stephens Mechanical Llc - TI - RTU 6 Duct Work Revisions	\$11,077.00
002	00-6216-00-M	Builders Risk	\$14.40
003	00-6216-06-M	SDI	\$132.92
004	00-6216-03-M	General Liability Insurance	\$121.85
005	00-6113-00-M	Performance Bonds	\$75.32
006	99-9999-99-F	Fee	\$221.54
003		CR 129 - RFI #319 - Fan Layout in Mezzanine	\$8,727.17
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys -	\$3,008.90
002	26-0000-01-S	8552JMEG - Jmeg Llc -	\$5,294.00
003	00-6216-00-M	Builders Risk	\$10.79
004	00-6216-06-M	SDI	\$99.63
005	00-6216-03-M	General Liability Insurance	\$91.33
006	00-6113-00-M	Performance Bonds	\$56.46
007	99-9999-99-F	Fee	\$166.06
004		CR 131 - ASI 24 - Landscape Clarifications	\$21,360.98
001	32-0000-02-S	8552OAKR - Oakridge Landscp & Irrigation - ASI 24 - Landscaping Clarifications and Changes	\$20,322.50
002	00-6216-00-M	Builders Risk	\$26.42
003	00-6216-06-M	SDI	\$243.87
004	00-6216-03-M	General Liability Insurance	\$223.55
005	00-6113-00-M	Performance Bonds	\$138.19
006	99-9999-99-F	Fee	\$406.45
005		CR 133 - RFI #317 - Foam Inserts at Fitness Deck	\$9,804.59
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys - Foam Inserts at Fitness Deck and Roof	\$9,327.92
002	00-6216-00-M	Steel Decking	
003	00-6216-06-M	Builders Risk	\$12.13
004	00-6216-03-M	SDI	\$111.94
005	00-6216-03-M	General Liability Insurance	\$102.61
006	00-6113-00-M	Performance Bonds	\$63.43
006	99-9999-99-F	Fee	\$186.56
006		CR 135 - Tectum Panel Color Changes in the Mezzanine	\$1,034.28
001	09-0000-05-S	8552ONEA - O'neal Commercial Painting Llc -	\$984.00
002	00-6216-00-M	Builders Risk	\$1.28
003	00-6216-06-M	SDI	\$11.81
004	00-6216-03-M	General Liability Insurance	\$10.82

Project: 8552 - City of Greenville SportsPark Center / Reecy Davis

Item#	Cost Code	Description	Amount
005	00-6113-00-M	Performance Bonds	\$6.69
006	99-9999-99-F	Fee	\$19.68
007		CR 134 - Skate Park Enhancement	\$303,556.33
001	03-0000-03-S	8552JDSC - Jds Contractors Llc -	\$123,533.00
002	32-0000-02-S	8552OAKR - Oakridge Landscp & Irrigation - Planting Changes	\$64,700.90
003	32-0000-03-S	8552AARO - Aaron Architectural Iron Llc -	\$0.00
004	31-0000-01-S	8552RPMX - Rpm Xconstruction Llc -	\$69,845.82
005	05-0000-03-M	DMC Grate to match the rest of the site.	\$2,200.00
006	00-7200-00-R		\$6,525.00
001			\$6,525.00
007	00-7300-00-R		\$21,994.00
001			\$21,994.00
008	00-6216-00-M	Builders Risk	\$375.43
009	00-6216-06-M	SDI	\$3,465.59
010	00-6216-03-M	General Liability Insurance	\$3,176.79
011	00-6113-00-M	Performance Bonds	\$1,963.83
012	99-9999-99-F	Fee	\$5,775.97

The Original Agreement Value was.....	\$55,857,132.00
Sum of Changes by prior Owner Change Orders.....	\$3,948,867.92
The Agreement Value prior to this Owner Change Order.....	\$59,805,999.92
The Agreement Value will be changed by this Owner Change Order in the amount of...	\$368,890.94
The new Agreement Value including this Owner Change Order.....	\$60,174,890.86
The Agreement Time will be modified by.....	0 Days
The new Contractual Completion Date will be	06/15/2026

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

CONTRACTOR**AP Gulf States, INC**

dba Adolfson & Peterson Construction

Signature:  Digitally signed by Kirk Dawson
DN: CN=Kirk Dawson, OU=End Users,
OU=AP Users, DC=a-p, DC=com
Date: 2026.05.01 16:08:29-05'00'By: Kirk DawsonIts: Sr. Project Manager**OWNER****City of Greenville Texas**

Signature: _____

By: _____

Its: _____

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

CR: 127
 Status: Pending Approval
 Change Date: 04/01/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 127

Date: 04/01/2026

Change Request Description:

The original mechanical drawings had return and supply air ducts from RTU-7 that fed to the office areas North of the TI space. These ducts run below the ceiling heights in the open gym area at BOD 11'-2" (see attached email thread and drawings).

Change Request Details:

Item#	Cost Code	Description	Amount
001	23-0000-01-S	8552STEP - Stephens Mechanical Llc The original mechanical drawings had return and supply air ducts from RTU-7 that fed to the office areas North of the TI space. These ducts run below the ceiling heights in the open gym area at BOD 11'-2".	\$12,144.00
M-001	00-6216-00-M	Builders Risk	\$15.79
M-002	00-6216-06-M	SDI	\$145.73
M-003	00-6216-03-M	General Liability Insurance	\$133.58
M-004	00-6113-00-M	Performance Bonds	\$82.58
M-005	99-9999-99-F	Fee	\$242.88

Proposed Amount \$12,764.56

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: Kirk Dawson Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=ap, DC=com
 Date: 2026.04.01 15:48:11 -0500

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature: 
 Summer Spurlock (Apr 20, 2026 10:43:23 CDT)

By:

Its:

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

CR: 128
 Status: Pending Approval
 Change Date: 04/02/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 128

Date: 04/02/2026

Change Request Description:

TI RTU 6 - The 20" and 18 " duct will need to be shifted over and moved up into the joist. This work also includes extending the supply and adding two 45-degree angles to accommodate the revision. This work is necessary to prevent the duct interfering with the ceiling heights (see attached backup).

Change Request Details:

Item#	Cost Code	Description	Amount
001	23-0000-01-S	8552STEP - Stephens Mechanical Llc TI - RTU 6 Duct Work Revisions	\$11,077.00
M-001	00-6216-00-M	Builders Risk	\$14.40
M-002	00-6216-06-M	SDI	\$132.92
M-003	00-6216-03-M	General Liability Insurance	\$121.85
M-004	00-6113-00-M	Performance Bonds	\$75.32
M-005	99-9999-99-F	Fee	\$221.54

Proposed Amount \$11,643.03

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: **Kirk Dawson**

Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=a.p, DC=com
 Date: 2026.04.02 16:01:28-0500

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature:  Summer Spurlock (Apr 20, 2026 10:44:19 CDT)

By: _____

Its: _____

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

CR: 129
 Status: Pending Approval
 Change Date: 04/10/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 129

Date: 04/10/2026

Change Request Description:

Per RFI #319 - Fan Layout in Mezzanine, all fan locations and elevations are changing from the original drawings in the Mezzanine.

Change Request Details:

Item#	Cost Code	Description	Amount
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys Drywall	\$3,008.90
003	26-0000-01-S	8552JMEG - Jmeg Llc Electrical/ Fire Alarm Subcontractor	\$5,294.00
M-001	00-6216-00-M	Builders Risk	\$10.79
M-002	00-6216-06-M	SDI	\$99.63
M-003	00-6216-03-M	General Liability Insurance	\$91.33
M-004	00-6113-00-M	Performance Bonds	\$56.46
M-005	99-9999-99-F	Fee	\$166.06

Proposed Amount \$8,727.17

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: **Kirk Dawson**
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=a-p, DC=com
 Date: 2026.04.10 10:57:43-05'00'

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature: 
Summer Spurlock (Apr 29, 2026 13:40:05 CDT)

By: _____

Its: _____

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

CR: 131
 Status: Pending Approval
 Change Date: 04/14/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 131

Date: 04/14/2026

Change Request Description:

This ASI incorporates the landscape planting clarifications and changes requested by the City of Greenville. The drawing clarifications include the removal of Bluepoint Juniper from the Planting Plan Legend and the identification of "TL" as Texas Lilac. The number of Easter Red Cedar was reduced per the City of Greenville's request.

Change Request Details:

Item#	Cost Code	Description	Amount
001	32-0000-02-S	8552OAKR - Oakridge Landscp & Irrigation ASI 24 - Landscaping	\$20,322.50
		Clarifications and Changes	
M-001	00-6216-00-M	Builders Risk	\$26.42
M-002	00-6216-06-M	SDI	\$243.87
M-003	00-6216-03-M	General Liability Insurance	\$223.55
M-004	00-6113-00-M	Performance Bonds	\$138.19
M-005	99-9999-99-F	Fee	\$406.45

Proposed Amount \$21,360.98

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: **Kirk Dawson**
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=a-p, DC=com
 Date: 2026.04.14 15:20:47-05'00'

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature: 
Summer Spurlock (Apr 29, 2026 13:37:42 CDT)

By: _____

Its: _____

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

CR: 133
 Status: Pending Approval
 Change Date: 04/16/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 133

Date: 04/16/2026

Change Request Description:

Per RFI 317, foam inserts shall be installed using a compression-fit method at both the fitness deck steel decking and the roof steel decking above.

Change Request Details:

Item#	Cost Code	Description	Amount
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys Foam Inserts at Fitness Deck and Roof Steel Decking	\$9,327.92
M-001	00-6216-00-M	Builders Risk	\$12.13
M-002	00-6216-06-M	SDI	\$111.94
M-003	00-6216-03-M	General Liability Insurance	\$102.61
M-004	00-6113-00-M	Performance Bonds	\$63.43
M-005	99-9999-99-F	Fee	\$186.56

Proposed Amount \$9,804.59

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: Kirk Dawson
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=a-p, DC=com
 Date: 2026.04.16 11:32:57-0500

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature: SS
Summer Spurlock (Apr 20, 2026 10:45:04 CDT)

By: _____

Its: _____

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

CR: 135
 Status: Pending Approval
 Change Date: 04/21/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 135

Date: 04/21/2026

Change Request Description:

Per request of BRS, 7 of the already completed Tectum panels are to be changed to Manitou Blue coloring in the Mezzanine space.

Change Request Details:

Item#	Cost Code	Description	Amount
001	09-0000-05-S	8552ONEA - O'neal Commercial Painting Llc Painting & Wall Coverings	\$984.00
M-001	00-6216-00-M	Builders Risk	\$1.28
M-002	00-6216-06-M	SDI	\$11.81
M-003	00-6216-03-M	General Liability Insurance	\$10.82
M-004	00-6113-00-M	Performance Bonds	\$6.69
M-005	99-9999-99-F	Fee	\$19.68

Proposed Amount \$1,034.28

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: Kirk Dawson
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End
 Users, OU=AP Users, DC=a-p,
 DC=com
 Date: 2026.04.28 12:29:07-0500'

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature: 
Summer Spurlock (Apr 29, 2026 16:39:13 CDT)

By:

Its:

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

AGREEMENT DETAILS:

Agreement #: 8552
 Date: 09/23/2024
 Project #: 8552
 Project Name: City of Greenville SportsPark Center /
 Reecy Davis
 Project Address: 6705 Monty Stratton Parkway
 Greenville, TX 75401

CHANGE DETAILS

CR: 134
 Status: Pending Approval
 Change Date: 04/23/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 134

Date: 04/23/2026

Change Request Description:

This change request includes skate park enhancements consisting of installation of new sidewalks, modifications to the existing irrigation system, grading, compacting, flex base at walks to include colored concrete at designated areas. Per OAC discussion, this change request also includes the removal and replacement of the sidewalk that was left out of ASI 20. Alternate Not Included in the above cost: HeatGuard Blend Turf by TURFHUB 7,400 sqft. -\$157,875.00. As requested, the irrigation cut and cap line item will be performed as an allowance of \$11,000.00. Should the cost exceed the \$11,000.00 allowance, the difference will be settled with an owner change order to AP. Should this cost come under the \$11,000.00 dollar allowance, a deductive change order shall be issued to the COG. Exclusions: Anything not listed on the attached proposals. Note: Should the release of the skatepark enhancements and or should this scope of work get delayed at no fault to AP past June 15th, 2026, we reserve our right to submit for extending the Site Supervision.

Change Request Details:

Item#	Cost Code	Description	Amount
001	03-0000-03-S	8552JDSC - Jds Contractors Llc Concrete Subcontractor	\$123,533.00
002	32-0000-02-S	8552OAKR - Oakridge Landscp & Irrigation Planting Changes	\$64,700.90
004	31-0000-01-S	8552RPMX - Rpm Xconstruction Llc Earthwork Subcontractor	\$69,845.82
005	05-0000-03-M	DMC Grate to match the rest of the site.	\$2,200.00
006	00-7200-00-R	00-7200-00-R - General Conditions General Conditions	\$6,525.00
007	00-7300-00-R	00-7300-00-R - Rollup Code for Subjob 04 Rollup Code for Subjob 04	\$21,994.00
M-001	00-6216-00-M	Builders Risk	\$375.43
M-002	00-6216-06-M	SDI	\$3,465.59
M-003	00-6216-03-M	General Liability Insurance	\$3,176.79
M-004	00-6113-00-M	Performance Bonds	\$1,963.83
M-005	99-9999-99-F	Fee	\$5,775.97

Proposed Amount \$303,556.33

Requested Days 0 Days

Project: 8552 - City of Greenville SportsPark Center / Reecy Davis
Subcontractor: City of Greenville Texas

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: **Kirk Dawson**
Digitally signed by Kirk Dawson
DN: CN=Kirk Dawson, OU=End
Users, OU=AP Users, DC=ap,
DC=gom
Date: 2026.04.29 13:01:51-05'00'

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature: _____

By: _____

Its: _____

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

RESOLUTION NO. 26-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING CHANGE ORDER #21 WITH ADOLFSON AND PETERSON CONSTRUCTION (AP GULF STATES, INC) FOR THE RECREATION CENTER CONSTRUCTION PROJECT AND REECY DAVIS EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In August of 2024, The City of Greenville entered into a construction services agreement with AP Gulf States, Inc. for Recreation Centers Bond in the amount of \$55,857,132.00; and

WHEREAS, change order #21 in accordance with Texas Local Government Code §271.060 is necessary for work being performed at the SportsPark Center and the Reecy Davis expansion project; and

WHEREAS, the City Council believes it to be in the best interest of the citizens of Greenville to authorize the City Manager to execute all documents related to said change order.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. The City Council hereby authorizes the City Manager to approve a Change Order for the SportsPark Center/Reecy Davis Expansion projects with AP Gulf States, Inc., in an amount not to exceed \$368,890.94.

Original Agreement Value	\$ 55,857,132.00
Owner approved Change Order 001	163,553.21
Owner approved Change Order 002	30,275.83
Owner approved Change Order 003	262,432.32
Owner approved Change Order 004	147,713.13
Owner approved Change Order 005	(\$5,275.78)
Owner approved Change Order 006	26,879.78
Owner approved Change Order 007	95,809.86
Owner approved Change Order 008	132,477.76
Owner approved Change Order 009	119,697.17
Owner approved Change Order 010	447,712.45
Owner approved Change Order 011	21,903.88
Owner approved Change Order 012	168,083.64
Owner approved Change Order 013	102,855.82
Owner approved Change Order 014	113,128.22
Owner approved Change Order 015	1,658,820.24
Owner approved Change Order 016	77,087.33
Owner approved Change Order 017	34,932.78

Owner approved Change Order 018	167,296.48
Owner approved Change Order 019	139,494.23
Owner approved Change Order 020	43,989.56
Sum of changes by prior owner change order	\$ 3,948,867.92
<u>Agreement Value prior to this Change Order</u>	<u>\$59,805,999.92</u>
Change Order 021	368,556.33
<u>New Agreement Value</u>	<u>\$60,174,890.86</u>

SECTION 2. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 3. This Resolution shall take effect and be in full force immediately upon its passage and approval.

PASSED AND APPROVED, this 12th day of May 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 8E

Contact:

Contact Email:

Contact Phone:

Subject: Resolution approving a standard lease agreement between the City of Greenville and tenants and establishing the terms under which an individual tenant will occupy a single aircraft hangar owned by the City. (*Summer Spurlock, City Manager*)

1. Background/History:

The City of Greenville is the owner of Buildings B and D located at Majors Field. Previously these buildings were leased by Blue Sky Holdings, LP for the last 20 years. Both of these buildings combined house 14 T-Hangers.

2. Findings/Current Activity

The current lease Agreement between the City and tenants is on a monthly basis. This standard lease is structured as a short-term, operational lease designed to preserve maximum flexibility for the City while ensuring compliance with federal aviation requirements and existing contractual obligations affecting the Airport.

3. Financial Impact/Account No.

The lease provides for an initial term of one (1) year, and the tenant may renew for an additional one-year period. Renewal will be at the City's discretion and is contingent upon the tenant's compliance with all lease requirements. The lease establishes a monthly rent of \$350, for an annual total of \$4,200. Rent may be adjusted annually based on CPI and if changes in the rate schedule are approved by City Council.

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
2. Planned Approach for Improving Current Water Infrastructure.
3. Strive for Municipal Excellence and Enhance Opportunities for Communication.
4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.
5. Support Public Service, Health, and Safety.

6. Optimize Opportunities at the Airport.

7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends approval of a

GREENVILLE MAJORS FIELD AIRPORT

HANGAR SPACE LEASE – HANGAR ID No. _____

This Hangar Space Lease (Lease) is entered into by the City of Greenville, Texas (“City”), a political subdivision of the State of Texas, which owns and operates Greenville Majors Field Airport (“Airport”) located at 101 Majors Rd., Greenville, TX 75401, and [name of lessee] (“Lessee”). City and Lessee may at times be referred to herein as the “Parties,” or individually as the “Party.”

RECITALS:

WHEREAS, the City owns and operates Airport located in Greenville, Texas, and is authorized to contract for the use of Airport premises and facilities and the provision of products and services thereon; and

WHEREAS, Lessee desires to lease the Premises for the Term set forth herein, and to make additional investments therein, which Lessee agrees will be fully amortized upon the expiration of the Initial Term; and

WHEREAS, Lessee desires to use the Premises for the purpose of aircraft storage and aircraft maintenance; and

WHEREAS, Lessee has satisfactorily demonstrated to City that Lessee complies with the City’s policies; and

WHEREAS, City deems it advantageous to lease to Lessee the Premises under the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the terms herein, City and Lessee agree:

ARTICLE 1: Preliminary Matters

1.1. Definitions

The words and phrases contained in this Lease shall have the meanings ascribed to them in Exhibit A, hereto, or if not defined in Exhibit A, then those meanings ascribed in the City’s Code of Ordinances or any adopted Rules and Regulations of the Airport (including any successor documents), as adopted and revised by Resolution or Ordinance of the Greenville City Council.

1.2. Term & Holdover

The “Initial Term” of this lease shall be two (2) calendar years, commencing on the **1st day of January, 2025 (“Effective Date”)**, and expiring on **31st day of December 2026** unless sooner terminated in accordance with the terms of this Lease. Thereafter, **at the City’s sole discretion**, and so long as Lessee is not in Breach, Noncompliance, or Default under this Lease and has not on more than one prior occasion been in Breach, Noncompliance or Default (which has since been cured), Tenant shall have an option to extend the Initial Term for a period of **one (1) year (“Option Term”)**.

- a. Thereafter, if Lessee remains in possession of the Premises such holding over shall not be construed as a renewal or extension of this Lease, but shall create only a month-to-month holdover tenancy under the same terms herein.
 - i. Holdover shall be subject to City's termination of this Lease and repossession of the Premises at any time.
 - ii. At the beginning of any holdover period, Rent shall automatically be adjusted to match the then-in-effect standard rental rate for an improved property on the Airport, provided however that rent shall never be automatically adjusted downward. The effective rent increase may exceed 50%.
 - iii. Lessee shall be liable to City for all loss or damage on account of any holding over against City's will after the expiration or termination of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by City from Lessee after the expiration or termination of this Lease, after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the Term, affect any such notice, demand or suit, imply consent for any action for which City's consent is required, or operate as a waiver of any right of City to repossess the Premises.

Lessor shall use its best efforts to give Lessee possession as nearly as possible on or before the Effective Date. If Lessor is unable to provide Lessee with possession of the Premises in a timely fashion, rent shall abate for the period of delay. Lessee shall make no other claim against Lessor for any such delay.

1.3. **Leased Premises**

The Leased Premises consists of a T-Hangar all of which is described and depicted on **Exhibit B**, hereto. Subject to the terms of this Lease, Lessee shall be entitled to the peaceful possession and quiet enjoyment of the Premises during the Term.

1.4. **Condition of Premises**

Lessee has inspected the Premises and has had an adequate opportunity to enter the Premises and satisfy itself as to the condition of the Premises. Lessee accepts the Premises in the condition existing on the Effective Date of this Lease. Lessee accepts the Premises in "as is" condition with no assurance, warranty, or guarantee of any kind including, without limitation, any representation or warranty as to the condition of the soil, water, or other material condition as might occasion unexpected costs for site preparation, development, or operations. City makes no representation as to the condition of the Premises, drainage or storm water runoff through the Premises and/or to the condition or quality of the Premises or Airport at the time of the signing of this Lease or thereafter.

Asbestos Notification. Lessor and Lessee each acknowledge that certain Improvements contain or, because of age, are likely to contain asbestos - containing materials ("ACM"). If Lessee undertakes

any alterations, additions, or improvements to any such Improvements, Lessee shall undertake the alterations, additions, or improvements in a manner that avoids disturbing any ACMs present in the Improvement or, at Lessee's sole cost and expense, shall encapsulate or remove the ACMs in accordance with an approved asbestos – removal plan and otherwise in accordance with all applicable Environmental Laws, including giving all notices required by law.

1.5. Subordination Clause

- a. The Parties acknowledge that City is a recipient of federal grant funding issued by the Federal Aviation Administration, as well state grant funding through the Texas Department of Transportation, and that the City is required to adhere to certain requirements as a result of this funding. The Parties agree that this Lease shall be subordinate to the terms of any instrument or document under which City acquired funding for or related to the Airport the Airport land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict nor be inconsistent with such terms. This Lease shall be subordinate to the terms of any existing or future contract between City and the United States of America relating to the development, operation or maintenance of Airport, the entering of which has been or might be required as a condition precedent to the expenditure of federal funds for the development of Airport. Such contract documents are public records and may be requested by Lessee at any time in accordance with the Texas Public Information Act.
- b. The Parties acknowledge that City acquired the Airport pursuant to the Surplus Property Act of 1944 (ch. 479, 58 Stat. 765, 50A U.S.C. § 1611 et seq., enacted October 3, 1944), and that the City is required to adhere to certain requirements as a result of this grant (Grant Assurances). The Parties agree that this Lease shall be subordinate to the terms of any instrument or document under which City acquired the Airport land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict nor be inconsistent with such terms.
- c. The Parties acknowledge that on February 12, 2013, The City Council passed Ordinance 13-013, which approved a lease with L3 Communications and its successors (L3 Lease) [(now L3Harris Technologies, Inc. ("L3Harris"))]. That lease included an Option Premises, which included the current area of the Leased Premises. L3Communications exercised that option on July 2014, and is now the senior lessor of the area within the Option Premises - including the hanger which is the subject of this Lease. The Parties agree that this Lease shall be subordinate to the terms of the L3 Lease and shall be given only such effect as will not conflict nor be inconsistent with such terms. This Lease shall be subordinate to the terms of any existing contract between City and L3Harris Technologies, Inc., or its successors relating to the operation or maintenance of Airport, and the use of Leased Premises, including the initial Option Term and any additional Option Terms. Lessee acknowledges that L3Harris provides operational, technical, and logistical support to the City regarding the Airport. Therefore, Lessee agrees that all actions taken by L3Harris in furtherance of its contractual obligations to the City shall be deemed in compliance with this Lease and shall not constitute interference with Lessee's rights hereunder. The L3 Lease contract documents are public records and may be requested by Lessee at any time in accordance with the Texas Public Information Act. They may also be found on the City of Greenville's website here: <https://www.ci.greenville.tx.us/>.

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[name of lessee]

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1.6. **Reservation of Rights**

City expressly reserves the following rights from the Lease for the Premises:

- a. City reserves a license to use the exterior walls, floor, roof and plenum in, above and below the Premises exclusively for the repair, maintenance, use and replacement of pipes, ducts, utility lines and systems, structural elements serving the Buildings and for such other purposes for the benefit of Lessee, City, or other entities occupying the Building. L3Harris, in its capacity as an operational support contractor for the City, may exercise such rights only as directed by the City. In exercising its rights reserved herein, Lessor shall exercise its best effort not to interfere with the normal operation and quiet enjoyment of Lessee's business on the Premises.
- b. All gas, oil, water, geothermal, and mineral rights in and under the soil;
- c. A public right of flight through the air space above the ground;
- d. The right to grant utility easements to others over, under, through, across, or on the Premises, provided that: (1) such easements are at least five (5) feet from any building owned by Lessee; (2) such use will not unreasonably or materially interfere with Lessee's use of the Premises; and (3) such reservation or grant shall not result in any cost to Lessee;
- e. The right to regulate and control the use of all Airport and airfield facilities including, but not limited to, the airfield, aprons, ramps, taxiways, and taxi lanes as now exist and as might be constructed adjacent to the Premises; and,
- f. The right, during (and in preparation for) aviation related or special events conducted at the Airport, to require Lessee to relinquish operational use of any common area of Airport or unenclosed area of the Premises, provided that Airport shall not execute this right for more than 15 days in any 12 consecutive calendar months. Lessee shall not be entitled to any abatement or reduction of Rent or any other compensation, recourse, or remedy as a result of Lessee's inability to use or access the Premises or Airport during such an event.

L3Harris may act upon these rights only to the extent authorized by the City under a separate agreement and shall not exercise any authority over the Premises except as explicitly directed by the City.

1.7. **Relocation of General Aviation Area**

- a. Relocation Rights

Lessee acknowledges that the City and L3Harris have entered into a Memorandum of Understanding dated August 27, 2014 (the "MOU"), which requires the relocation of the General Aviation area of the Airport to an area south of its current location, on Tract D adjacent to the east/west taxiway (the "Relocation"). The Relocation is being undertaken to accommodate L3Harris's exercise of its lease option on the Option Premises and to support future airport development.

Lessee agrees that its rights under this Lease are subject to the City's right to relocate Lessee to an alternate location at the Airport if and when the Relocation is initiated.

b. Lessee's Obligations & Relocation Process

- i. Relocation Notice – The City shall provide Lessee with no less than thirty (30) days' written notice before requiring Lessee to relocate from the existing Premises.
- ii. New Hangar Assignment – The City, in coordination with L3Harris, shall provide Lessee with access to and use of a replacement hangar that is of equal or better condition than Lessee's current hangar.
- iii. Continued Access – Lessee shall retain access to a functional hangar at all times during the Relocation process.

c. Costs & Responsibilities

- i. L3Harris's Responsibility – Per the MOU, L3Harris shall bear the total cost of the Relocation, including but not limited to:
 - A. Design and construction of replacement facilities,
 - B. Horizontal and vertical infrastructure relocation,
 - C. Utility infrastructure, and
 - D. Any other items necessary for the Relocation.
- ii. No Relocation Costs for Lessee – Lessee shall not be responsible for any costs associated with the Relocation, including moving expenses or infrastructure modifications.

d. Effect on Lease

- i. Lease Continues in Effect – The Relocation shall not be deemed a termination of this Lease, and all lease terms shall continue to apply to Lessee at the new Premises.
- ii. Modification of Lease – Upon Relocation, the City shall issue a Lease Amendment identifying the new Premises location, which shall be deemed incorporated into this Lease without requiring further action from Lessee.

ARTICLE 2: Rent, Fees, and Charges

2.1. Security Deposit

Upon signing this Lease, Lessee shall pay City a Security Deposit in the amount of **\$1,050**, which is equal to three months' initial Rent ("Deposit"). The Deposit may be applied by City to discharge any outstanding obligations of Lessee under this Lease. If the City so applies any portion of the

Deposit during the Term or any permitted holdover, then Lessee shall, within ten (10) calendar days thereafter, deposit additional funds with the City to promptly restore the original deposit amount.

Upon Expiration or earlier Termination, the Deposit will first be applied to any of Lessee's obligations, and the amount remaining shall be returned to Lessee within ninety (90) calendar days thereafter.

2.2. Rent

Beginning on **January 1, 2025**, Lessee shall pay City monthly Rent, in the monthly amount of \$350.00. This equates to an annual rent obligation of **\$4,200.00**.

2.3. Rent Adjustments

- a. Each year after the initial Term, the Rent may, in the City's discretion, be adjusted in accordance with the Consumer Price Index for All Urban Consumers, United States City Average, All Items ("CPI-U"), published by the United States Department of Labor's Bureau of Labor Statistics. If the CPI-U is discontinued or revised, then any such other federal index or computation, with which it is replaced, shall be applied in order to obtain substantially the same result as if the CPI-U had been applied; if no such index exists at the time of adjustment, then the Rent shall be increased by 2%.
 - i. If the City plans to adjust the Rent, then the City must provide Lessee with written notice at least 30 calendar days prior to the upcoming Anniversary Date, and the adjustment shall be effective as of the Anniversary Date. The adjustment shall continue thereafter until subsequently adjusted.
 - ii. The adjustment will be calculated as follows:
 1. The City will calculate an "Adjustment Rate," which shall be equal to: the unadjusted index for all items for the calendar month, which is two months prior to the Anniversary Date on which the rent adjustment will take effect, divided by (2) the unadjusted index for the same calendar month preceding the most recent Rent Adjustment; or if no prior adjustment has been made then for the same calendar month preceding the Effective Date.
 2. The adjusted Rent shall be equal to the Rent in effect at the time of adjustment multiplied by the Adjustment Rate.
- b. If so required by law, or pursuant to grant assurances, the Rent may be otherwise adjusted during the course of the Lease.

2.4. Additional Fees and Charges

- a. *Fees and Charges incurred by the City on Lessee's account:* Lessee shall promptly pay additional fees and charges, upon written notice of such fees by City, if City:

- i. Has paid any sum or incurred any obligation or expense, which Lessee has agreed to pay or reimburse to City;
 - ii. Has paid or incurred any expense or obligation because of Lessee's failure, neglect, or refusal to perform any obligation under this Lease when due; or
 - iii. Has incurred any fine or other penalty as a result of the activities, operations, or other conduct of Lessee or anyone acting by or for Lessee, its officers, directors, managers, members, shareholders, agents, invitees, or licensees.
- b. *Other Fees and Charges:* Lessee shall promptly pay to City any obligation due under any other agreement between the Parties. Lessee shall not allow any fee or charge due under any other agreement between the Parties to become delinquent.

2.5. **Payment of Rent and Fees**

- a. *Legal Tender:* Payments due under this Lease shall be made in legal tender of the United States, and quantities reflect U.S. Dollars. Lessee shall make any payments by check or money order, made payable to and delivered to the City by the due date.
- b. *Due Date (Rent):* Rent is due on the **1st** day of every month, and Lessee shall pay such Rent when due without adjustment, abatement, deduction, or offset. Rent payments are made in advance for the use of the Premises.
- c. *Due Date (Other):* Unless otherwise specified herein, fees and charges are due as set forth on the invoice or notice from the City to Lessee, provided that such date shall never be sooner than the 10th calendar following delivery of the notice or invoice.
- d. *Late Payment Fee:* If any portion of Lessee's Rent or other payment obligation remains unpaid more than five (5) calendar days after it is due, then the City will assess a "Late Payment Fee" of One-Hundred Dollars (\$100.00), to compensate City for the additional administrative costs resulting from Lessee's failure to timely pay full and complete Rent. The Late Payment Fee is due upon the thirtieth day after it is assessed to Lessee's account.
- e. *Late Payment Interest:* If any outstanding Rent or other fee or charge obligation remains unpaid for more than 29 days after this Agreement is executed, then the City shall assess interest on the unpaid balance, dating back to the date on which the Rent, fee or charge, first came due. Interest will be charged at the highest of either 18% per annum, or the maximum amount allowed by law. Interest shall not accrue with respect to disputed items being contested in good faith by Lessee, provided Lessee has delivered written notice of its dispute to City by no later than the due date of the disputed charge.
- f. *Late Payment Expenses:* Lessee shall pay and discharge all costs and expenses incurred or expended by City in collection of delinquent amounts due hereunder including, but not limited to, service charges, professional collection fees, and attorney's fees.

- g. *Application of Payment:* If at any time Lessee has an outstanding balance on Lessee's account, then Lessee's subsequent payments to City will be applied as follows: first to interest, then late payment fees, and finally the unpaid balance, with oldest charges being paid off first.
- h. *Advance Payment:* Lessee may deposit funds for Rent or other fees up to one year in advance, provided however that the City's acceptance of any advance funds shall not be deemed as the City's agreement as to the accuracy of the amount deposited or as agreement by the City that the Rent or other fees in effect at the time of payment will remain unchanged for any period of time.
- i. *Late Payment Fees and Interest for Rents Due Between January 1, 2025 and Execution of Lease:* Lessee is not obligated to pay Late Payment Fees or Late Payment Interest for rents due between January 1, 2025 and the execution of this Lease.

ARTICLE 3: Lessee's Use of Airport and Premises

3.1. Access and Use

- a. *Ingress & Egress:* Lessee shall have the reasonable, nonexclusive right of ingress to and egress from the Premises over and across common areas and public roadways serving the Premises and Airport, and must use the gates located at the southeastern terminus of Majors Road, adjacent to the FBO office parking lot.
- b. *Common Area:* The "Common Area" includes common parking facilities immediately adjacent to the hangar building, each of which are depicted on **Exhibit B**, hereto. Lessee shall have the nonexclusive right to use the Common Area. City shall have the sole and exclusive control of the Common Area and the right to make changes to the Common Area.
- c. *Parking:* Lessee shall have the right to use, as available and in common with others, the parking areas at Airport, which City has designated for such use. Lessee agrees to pay any fee or charge, as may be imposed in the future by resolution of the Board, for such use.
- d. *Aeronautical Use:* Lessee's use of Airport and airfield facilities shall be as directed and regulated by City and L3Harris in its capacity as an operational and technical support provider for the Airport, and Lessee shall not use the Airport or airfield facilities except as directed by the City or L3Harris. Lessee shall have the right, in common with others so authorized, to use the landing area and appurtenances of Airport, together with all facilities, improvements and services (including approach areas, runways, taxiways, taxi lanes, aprons, aircraft parking areas, navigational and navigational aids, lighting facilities, and other conveniences for flying, landing and takeoff of aircraft), to the extent that such facilities or services are made available for common use by the City. This right may be limited by the rights of other users of the airport, including uses relating to any firefighting activities.

- e. *General Aviation Use:* Lessee may occupy and use the Premises for aviation related purposes, such as airplane storage and maintenance, and for no other purpose.
- f. *No Residential Use:* Lessee shall not develop or use, nor permit the development or use of any hangar or other facility on the Premises for residential use.
- g. *Cost:* Lessee's occupancy, use, maintenance, and operation of the Premises shall be at Lessee's sole cost and expense, except as otherwise expressly provided herein.
- h. *Licenses, Certifications, and Permits:* Lessee shall obtain and maintain in effect at all applicable times and at its sole cost:
 - i. Any licenses, certificates, and permits required for its development, improvement, occupancy, use, maintenance, and operation of the Premises; and
 - ii. Any licenses, permits, and other operating, use or safety certifications required by federal, state, and local regulatory agencies for its use, operations, and activities and associated operations on Airport property, specifically including the Premises. Upon request, Lessee shall provide City with copies of any and all such licenses, permits and other documentation evidencing compliance herewith.
- i. *Hazardous Activities:* Lessee shall make active efforts to ensure that no act or omission, relating to Lessee's activities, would in any way create a hazard to persons or property, or would otherwise serve to jeopardize or invalidate any policies of insurance or increase the premium rate(s) charged for any insurance carried on the Premises or Airport, or which would be in violation of federal, state or local laws, rules and regulations thereby subjecting the City or others to sanctions, fines or penalties impeding the operation of Airport. If such act or failure to act shall result in cancellation of any insurance policy, then Lessee shall, immediately upon notice by City, do whatever shall be necessary to cause reinstatement of that policy. Furthermore, if Lessee shall do or permit to be done any act not authorized hereunder or fail to do any act required under this Lease, regardless of whether or not such act constitutes a breach of this Lease, which causes an increase in premiums for any Airport insurance policy, Lessee shall immediately remedy such action and pay the increase in premiums, upon notice from City to do so; and, in any event, Lessee holds City harmless from and against any expense and damages resulting from any action as set forth herein.

3.2. **Conditions, Limitations and Use Restrictions**

Lessee's use of the Premises and Airport shall be subject to the following nonexclusive list of conditions, limitations, and restrictions:

- a. *Operational Safety:* Lessee shall at all times conduct its operations in a safe, prudent, professional, and lawful manner. Lessee's use hereunder shall not impede or unduly interfere with the operations of City, other tenants and authorized users of Airport, or the general public.

- i. Any applicable laws, rules, or regulations may from time-to-time after the effective date of this Lease be modified or amended and Lessee expressly agrees to comply with any such modifications or amendments as they become effective during the Term of this Lease.
- b. *Interference with Airport Operation:* Lessee shall not make use of the Premises or Airport in any manner which might interfere with or permit interference with the use, operation or maintenance of the Airport. If this term is breached, City reserves the right to cause the abatement of such interference at the expense of Lessee and to place such temporary restrictions on the operations of Lessee as City deems necessary in the public interest.
- c. *Limited Use:* Except as explicitly provided under this Lease, Lessee's operations hereunder and those of its agents, invitees, licensees, and Sublessees are expressly limited to the Premises. Lessee is limited to the uses and operations as approved herein. As such, Lessee is expressly prohibited from expanding or altering its scope of uses and operations beyond the scope of this Lease or any other agreements entered into between the City and Lessee or to engage in commercial or business enterprise at Airport which is reserved to premises, use provisions, operating conditions, and restrictions not intended or covered hereunder or authorized by way of separate agreement between City and Lessee.
- d. *Disabled Aircraft:* As soon as possible after release by proper authorities, Lessee shall remove, any of its disabled aircraft from the airfield, landing area and ramp, place such disabled aircraft in an area as City might designate, and store such disabled aircraft only upon such terms as established by City. If Lessee fails to remove or ensure the removal of a disabled aircraft as expeditiously as possible, City may, but shall not be obligated to, cause the removal of the aircraft at Lessee's expense, and Lessee shall indemnify and hold City harmless from any claims or damages which might result from such removal.
- e. *Interference with Insurance:* Lessee shall not do or permit to be done anything, either by act or failure to act, that shall cause the suspension, cancellation, or violation or the provisions or any part thereof, of any policy of insurance for Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease.
- f. *Improvements:* Lessee shall not install, nor permit the installation of any Improvement without City's prior written approval. Any Improvement installed without such approval shall be removed promptly at Lessee's cost.
- g. *Contracts with Third-Parties:* Lessee shall not contract for (or otherwise obtain) products or services, which are provided at or from the Premises by a third party, regardless of the nature of such products or services, unless the third party has a valid commercial operator agreement with the City to provide such products or services at the Airport. Lessee shall notify the City in advance of Lessee's intent to engage the third party.

ARTICLE 4: Condition and Maintenance of Premises

4.1. Fire Safety Procedures and Fire Protection System

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[name of lessee]

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Lessee shall comply with all fire safety rules, regulations, and procedures, including the International Fire Code, in effect or applicable to the Airport. Lessee shall maintain such extinguishing devices on and in the Premises, as might be required by East Fork Fire Protection District or other entity with jurisdiction at the Airport. Storage of combustible and flammable liquid shall meet all fire code and other applicable requirements. Lessee shall maintain in good working order on the Premises a quality fire protection system, which Lessee shall cause to be certified as meeting all applicable fire and safety standards, at least annually, by a qualified fire protection system inspector, with a copy of each such certification provided to City.

4.2. **Security**

- a. *Airport Security (Generally)*: Lessee shall comply with all rules and regulations of City as to Airport and airfield security. Lessee shall further comply with any and all federal, state, and local laws, rules and regulations governing airport and airfield security, as the same exist and as might hereafter be enacted, promulgated, augmented, and amended. Lessee's responsibilities expressly include, without limitation, implementing security plans and installing and operating security systems upon the Premises to meet any and all requirements of the TSA.
- b. *Perimeter Security*: Not Applicable.
- c. *Security of Premises*: Lessee shall be responsible for providing its own security for the Premises including, but not limited to, improvements thereto, for any equipment, vehicles, materials and other personal property brought onto the Premises or Airport by or for Lessee, and for any services provided or activities conducted by Lessee or by anyone for Lessee under this Lease. City shall not be liable for any damages or theft of property from the Premises, and Lessee is solely responsible for safeguarding any property thereupon.
- d. *Bailee Disclaimer*: City in no way purports to be a bailee and is not responsible in any way for any damage to the property of others, including, but not limited to, the property of Lessee, its agents, invitees, and/or licensees including, but not limited to, any Sublessee.

4.3. **Condition & Maintenance of Improvements**

- a. *Generally*: Except for the maintenance obligations upon Lessor (in subparagraph 4.3(b), below), Lessee shall, at its expense, keep the Premises in first-class order, condition and repair.
- b. *Lessor's Maintenance Obligations*: Lessor shall maintain in good condition and repair the structural components and foundations, roofs and exterior surfaces of the exterior walls of the Premises at Lessor's expense including all utility facilities and systems, and common areas. However, if any repairs or replacements are solely necessitated by the negligence or willful acts of Lessee, then the cost of such repairs or replacements shall be the sole responsibility of Lessee. If Lessor fails or refuses to make repairs, then Lessee's sole remedy shall be early termination of the Lease as set forth in Paragraph 8.2.

- c. *Condition*: Lessee shall maintain the Premises in a good, safe, clean, and attractive condition and in compliance with federal, state, and local laws, rules and regulations including, but not limited to, environmental laws. Lessee shall promptly make any repairs or otherwise address any deficiencies if the Premises fall out of compliance at any time.
- d. *Trash*: Lessee shall remove all trash and debris generated at the Premises for disposal away from the Premises and Airport, and shall be responsible for waste management at the Premises. The accumulation of trash, dust and debris, the piling of boxes, and other unsightly or unsafe materials, on or about the Premises or Airport, is strictly prohibited.
- e. *Sanitary and Industrial Waste Disposal*: As required by law, Lessee shall operate and maintain, in good working condition and at its cost, appropriate, adequate facilities for separating, neutralizing and treating any sanitary and/or industrial waste, foreign materials, and hazardous waste, and for the proper disposal thereof, as required by federal, state, and/or local law. Lessee shall ensure that it provides at all times, appropriate, sanitary, and lawful means of disposing of waste, including human waste, from the Premises.
- f. *Inclement Weather Conditions*: Lessee shall be responsible for securing all Improvements and personal property upon the Premises from inclement weather conditions.
- g. *Advance Notice*: Notwithstanding any other provision contained herein, Lessee shall not, in any event, enter into a contract for the construction, installation, repair, or modification of any Improvement upon the Airport or Premises, without the prior written consent of the City.

4.4. **Environmental Compliance**

- a. *Environmental Laws (generally)*: Lessee shall not fail to comply with all federal, state, and local laws and regulations controlling pollution of the environment. Lessee shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumen, chemicals, debris, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- b. *Environmental Orders (generally)*: Lessee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC§ 1251-1387), and any other law or act related to the protection of the environment or natural resources. In addition to any reporting requirements contained in the foregoing, Lessee agrees to report any violation(s) to the Airport immediately upon discovery.
- c. *Environmental Laws (hazardous materials)*: Lessee shall not fail to comply with all environmental laws and regulations pertaining to hazardous materials, including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RCRA), the laws of the State of Texas and local ordinances governing environmental matters including, but not limited to, the transportation and storage of hazardous materials, substances and waste, as might now or hereafter be defined by such laws.
 - i. *Use of Hazardous Materials*: Lessee shall not improperly use, store, or dispose of (on the Premises or elsewhere at Airport) any petroleum product, or any material or

substance now or hereafter classified as hazardous or toxic by any federal, state or local law.

- ii. *Receipt of Hazardous Materials:* Lessee shall not (upon the Premises or elsewhere at the Airport) receive hazardous articles or materials for shipping, storage or disposal unless Lessee complies with all requirements established by local, state, and federal laws or regulations, and Lessee handles such articles or materials compliant with all such applicable laws or regulations, including 14 C.F.R. 139.321 (handling and storing of hazardous substances and materials at airports), 49 C.F.R. Part 172, Subpart H (training requirements for hazardous materials handling), and 49 C.F.R. Part 175 (carriage of hazardous materials by aircraft), any successor regulations, parts and materials handling directives, company manuals or a combination of these, as applicable, and as they might be amended.
- iii. *Handling Hazardous Materials:* To the extent required by law, Lessee shall maintain written procedures for handling and disposing of petroleum products and hazardous and toxic materials and wastes. Lessee shall make such written procedures, if any are so required, available for City's review upon request.

4.5. Stormwater Management

- a. *Storm water discharge requirements:* Lessee warrants and represents that it is familiar with federal, state, and local storm water laws, which may affect the Premises. Such laws include, for example (40 C.F.R. Part 122) and Texas storm water regulations. Lessee shall comply with any applicable storm water law or regulation. Lessee shall not permit any unauthorized non-storm water discharge from its Improvements, facilities, or equipment. Lessee shall undertake all reasonably necessary actions to minimize the exposure of storm water to Significant Materials, if any, generated, stored, handled, or otherwise used by Lessee, by adhering to City's requirements and to Best Management Practices.
- b. *Storm water Management Plan:* Lessee shall comply with the Airport's storm water management plan and any revisions, updates, or amendments as may be adopted by the City during the Term. Lessee shall develop, maintain, and adhere to an effective storm water pollution prevention plan for the Premises. Lessee and City will coordinate to ensure that storm water pollution prevention plans are compatible across the Airport and in compliance with the Airport's storm water management plan.
- c. *Compliance with EPA directives:* Lessee shall timely comply with, subject to Lessee's right to appeal, if any, any storm water-related directive or request issued by the U.S. Environmental Protection Agency (EPA), or other successor organization thereto. Lessee shall, as necessary, certify non-storm water discharges from or within the Premises; collect storm water samples; prepare storm water pollution prevention or similar plans; implement good housekeeping measures and best management practices; and maintain necessary records.

4.6. City's Right to Enter, Inspect, and Direct or Make Repairs

City, its officers, agents, employees, contractors, invitees, and/or licensees may enter the Premises following reasonable written notice to Lessee and Lessor's good faith efforts to

coordinate such entry with Lessee so as to minimize interference with Lessee's business operations in order to perform any obligation or exercise any right or remedy of Lessor under this Lease or to otherwise perform any work that Lessor deems necessary to prevent waste or deterioration in connection with the Premises.

ARTICLE 5: Lessee Improvements

[Intentionally Deleted]

ARTICLE 6: Insurance

6.1. General Insurance Requirements

- a. Lessee shall, at its sole cost and expense, procure and maintain in effect insurance coverage with limits not less than those set forth herein. Lessee shall obtain any insurance required by this Lease from insurance companies that are duly licensed or authorized in Texas to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Lease shall have an A.M. Best rating of A-VII or better.
- b. Insurance certificates shall show that written notice of cancellation or of any material change in coverage shall be delivered to the Airport in advance of the effective date of the change.
- c. Upon the effective date of the Lease, Lessee shall deliver to City certificates of insurance establishing that Lessee has obtained and is maintaining the policies, coverages, and endorsements required by the Lease. During the month of January each year, Lessee must provide the Airport with annual insurance coverage documentation. The City may, from time to time, demand other or additional evidence of required insurance.
- d. The City does not represent that the insurance coverage and limits established in this Lease necessarily will be adequate to protect Lessee or Lessee's interests. Insurance limits required herein shall not be deemed as a limitation on Lessee's liability.
- e. All policies (primary and excess) and Certificates of Insurance shall include Lessor as a named insured. All policies shall be primary coverage for any and all claims and losses arising from the use, occupancy and operation of the Leased Premises and the Airport. All policies shall name, and Certificates shall show by separate endorsement that policies name, the City as an Additional Insured and shall waive all rights of subrogation against the City for the coverage; any other insurance available to City shall be excess and shall not contribute with this insurance.
- f. At a minimum, Lessee is required to provide and maintain the following insurance: Lessee shall, at its sole cost and expense, procure and maintain in effect insurance coverage with limits not less than those set forth herein, with insurers and under forms and policies

satisfactory to the City, acceptance of which shall not unreasonably be withheld. The City reserves the right to require complete copies of such insurance policies for the purpose of determining acceptability. Lessee shall furnish the Airport with copies of policies or certificates from insurance carrier(s) showing all insurance required hereunder to be in full force and effect as required herein. Certificates shall show by separate endorsement, and policies shall contain the provisions, that written notice of cancellation or of any material change in coverage under the policies shall be delivered to the Airport thirty (30) calendar days in advance of the effective date thereof; provided, however, Lessee shall be responsible for such notification to Airport whether or not the insurer complies with such notice provision. Lessee shall maintain all insurance hereunder with insurance underwriters authorized to do business in the State of Texas with an A.M. Best rating of A+, satisfactory to the City. Lessee is required to provide and maintain the following insurance:

- i. Aircraft Liability policy, including Bodily Injury and Property Damage, with a total limit of at least \$5,000,000 per occurrence and \$10,000,000 in aggregate, including bodily injury and property damage, with a sublimit of \$100,000 per passenger, which shall include, but not be limited to the following extensions:
 - A. Aircraft Physical Damage, provided that such coverage shall be for the full insurable value of the aircraft;
 - B. Ground Hangar keeper's Liability;
 - C. Premises;
 - D. Contractual, including coverage for assumption of liability set forth in this Lease;
 - E. Liability while operating mobile equipment on Airport property, if and to the extent applicable and necessary; and
 - F. Personal injury, in the amount of at least \$200,000.

Regarding the coverages set forth in Subparagraphs i and ii, for any aircraft owned or leased by any third party and to be kept on the Premises pursuant to a sublease or rental agreement between Lessee and the aircraft owner or lessee, whether such sublease is oral or written and whether or not such sublease is consented to by City pursuant to the terms of this Lease, Lessee shall, before the aircraft is placed on the Premises: (a) procure such coverages in the full insurable value of the aircraft; and (b) have all owners and/or lessees of the aircraft sign a hold harmless and waiver of subrogation, waiving all claims against City and L3Harris and releasing City and L3Harris from all claims relating to loss of or damage to the aircraft.

- ii. Fire and extended risks insurance covering any and all Leased Premises improvements, furnishings, fixtures and equipment. Such insurance shall be in an amount equal to 100% of the full insurable replacement value of such improvements. Neither City nor L3Harris shall be liable for any damage to

Leased Premises improvements or for damage to any personal property brought onto the Leased Premises. Further, the Lessee acknowledges that it is their responsibility to obtain personal property insurance coverage and release the City and L3Harris from any damage to its personal property from any cause.

- iii. Automobile Liability policy (including bodily injury and property damage), covering owned, non-owned and hired automobiles, if any, for use under this Lease, with minimum limit of \$5,000,000 combined single limit per occurrence.
- iv. Workers' Compensation Insurance and Employer's Liability coverage shall be in accordance with the laws of the State of Texas applicable to all employees, if any.

All policies (primary and excess) and Certificates of Insurance shall be provided by the Lessee as named insured to the City and the Airport, evidencing proper limits of coverage as set forth herein. All policies shall be primary coverage for all claims and losses arising from the use, occupancy and operation of the Leased Premises and the Airport.

All policies shall name and Certificates of Insurance shall show by separate endorsement that all policies name the City, L3Harris, and their respective officers, agents and employees as Additional Insureds. All policies shall, consistent with this Section, include a waiver of subrogation in favor of the City, L3Harris, and their respective officers, agents, and employees for all applicable coverages, including, but not limited to, the hangar keeper's liability coverage.

Provided, however, that any other insurance available to City and/or L3Harris shall be excess and shall not contribute with this insurance. The City has and hereby reserves for all purposes of this Lease the right to revise the insurance requirements set forth herein as to amounts, limitations and types of coverage, and Lessee hereby agrees to comply with such revised requirements upon notice from City.

The City shall have the right in their sole discretion to determine its own legal counsel in all matters under this Lease. Lessee must provide the Airport with annual insurance coverage documentation, including Certificates of Insurance and any required endorsements, demonstrating compliance with this Section.

ARTICLE 7: Damage, Indemnification & Legal Action

7.1. Damage or Destruction of Premises

Except as otherwise provided in this Article, in the event that the whole or any portion of the Property is damaged or destroyed by fire or other casualty:

- a. The proceeds of the Lessee's insurance shall be applied on account of any necessary repair or restoration. Should Lessor fail or decline to make repairs, then Lessee's sole remedy shall be termination of the lease as set forth in Paragraph 8.2.

7.2. Indemnification

Building Lease –Hangar ID No. _____

[name of lessee]

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LESSEE SHALL KEEP, SAVE, RELEASE, PROTECT, DEFEND (AT THE ELECTION OF CITY AND/OR L3HARRIS), INDEMNIFY, AND HOLD HARMLESS CITY, L3HARRIS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, FINES, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITY, AND DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS OF COURT AND ADMINISTRATIVE PROCEEDINGS AND FEES OF ATTORNEYS AND OTHER PROFESSIONALS INCURRED BY THE INDEMNIFIED PARTIES, UNLESS CAUSED SOLELY BY THE TORTIOUS OR OTHER WRONGFUL CONDUCT OF AN INDEMNIFIED PARTY, IN CONNECTION WITH:

- a. LESSEE'S OPERATIONS OR CONDUCT ON THE PREMISES AND OTHER AREAS UPON THE AIRPORT;
- b. ANY ACT OR OMISSION BY LESSEE OR LESSEE'S AGENTS, WHICH IS RELATED TO THE TERMS AND PROVISIONS OF THIS LEASE;
- c. LESSEE'S DEVELOPMENT, IMPROVEMENT, USE, OCCUPANCY, MAINTENANCE, MANAGEMENT, AND OPERATION OF THE PREMISES;
- d. DEFECTS IN AIRCRAFT, VEHICLES, EQUIPMENT, FIXTURES, AND OTHER PRODUCTS OWNED, USED, OPERATED, INSTALLED OR STORED BY LESSEE ON ANY AIRPORT LOCATION, INCLUDING THE PREMISES;
- e. ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE (AS NOW OR HEREAFTER DEFINED OR CLASSIFIED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAW), INCLUDING PETROLEUM PRODUCTS, WHICH IS BROUGHT, DEPOSITED, STORED ON OR REMOVED FROM THE PREMISES OR AIRPORT BY (OR ON BEHALF OF) LESSEE; OR CONTAMINATION OF THE PREMISES, NEIGHBORING PROPERTY, OR ANY OTHER AIRPORT PROPERTY RESULTING FROM ANY OF THE FOREGOING. THE FOREGOING MAY INCLUDE, WITHOUT LIMITATION, CLAIMS RELATING TO ANY TANKS, DISPENSERS, PIPES, LINES, CABLES, CONDUITS, OR OTHER FACILITIES OR EQUIPMENT ON OR ABOUT THE PREMISES, SUED FOR THE DELIVERY, STORAGE OR DISPENSING OF FUEL OR OTHER PETROLEUM PRODUCTS.

THIS INDEMNIFICATION OF CITY AND L3HARRIS BY LESSEE INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEAN-UP, REMEDIATION, REMOVAL, RECLAMATION, OR RESTORATION WORK, UPON OR UNDER THE PREMISES OR NEIGHBORING PROPERTY, IF ORIGINATING FROM THE PREMISES. LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES AS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LEASE.

7.3. Pending Action or Claim

Upon receiving notice of any claim or the like, Lessee shall, at its cost, immediately investigate and, if necessary, cure or commence to cure by taking all action prescribed by applicable federal, state and local laws. Lessee shall immediately notify Airport in writing of:

- a. any environmental or other enforcement, clean-up, removal, or other governmental or regulatory action instituted, completed or threatened pursuant to any federal, state or local law;
- b. any claim made or threatened by any person against Lessee for damages, contribution or cost recovery, compensation, loss or injury resulting from or claimed to result from the presence of hazardous material or the condition of the Premises;
- c. any occurrence which might reasonably give rise to or result in a claim as set forth, above;
- d. any claim, demand, or the like which in any way affects or might affect City; and,
- e. reports to any regulatory agency or governmental authority arising out of or in connection with the delivery to, storage on or removal from the Premises of hazardous material, including any complaints, notices, warnings, or asserted violations in connection therewith.

Lessee shall provide Airport with copies of all documentation related to the foregoing. Nothing herein shall be construed as limiting Lessee's right to compromise and/or defend against a claim, demand or the like to the extent of its interest therein.

7.4. Designation of In-State Agent

[Intentionally Deleted]

7.5. Lease Determinations & Appeal Process

- a. *City Representatives:* The City has designated the Airport Manager and City Manager as the individuals which shall have the authority to make determinations regarding Lessee's compliance with the terms of this Lease.
- b. *Determination of Breach:* If the Airport Manager or City Manager determines that Lessee is noncompliant, in breach, or otherwise in Default under this Lease, then the Airport manager or City Manager will make a written, final determination and provide a notice to the Lessee, as more specifically set forth other sections of this Lease. The written determination shall include a statement which unambiguously clarifies that it constitutes a "final determination."
- c. *Appeal of Manager's Decision:* Lessee may appeal the Airport or City Manager's final determination to the Greenville City Council. Lessee must file a notice of its intent to appeal with the Greenville City Secretary by no later than the tenth (10) business day after the Manager's decision is delivered to Lessee.
 - i. Lessee's notice of appeal shall contain a written statement of the reasons why the Manager's final determination is erroneous or contrary to law. The written statement and shall be complete with supporting evidence, citations to Lease provisions or other authoritative

documents.

- ii. Lessee's notice of appeal shall be accompanied with the appeal fee, which is established by resolution of the Board.
- d. *Review by BOCC*: the City Council shall act as the appellate body for the Airport Manager's final determination. The appellate body, except as specifically stated herein, shall hear the appeal and render its decision within 60 calendar days after the filing of the notice of appeal and applicable fees.
 - i. The appellate body may affirm, reverse, or modify only those items raised in the appeal.
- e. *Modification of Appeal Process*: The City Council may, by ordinance, establish or modify the process for appeals of final determinations made by the Airport Manager. If the City adopts such an ordinance, then Lessee agrees to adhere to the established appeal process to the extent it differs from the foregoing.

7.6. **Legal Costs**

If any civil action or other judicial, quasi-judicial, or administrative action or proceeding is instituted by the City to enforce any term of this Lease, to determine or declare the rights and duties of the parties hereto or to recover any amount due hereunder, and substantially prevails in that action, the Lessee shall pay the City such sum as the court or other judicial or quasi-judicial tribunal might adjudge reasonable as attorney fees and/or legal or other costs, in addition to any sum awarded as damages or as a cost or disbursement permitted by statute or rule.

7.7. **Liability Limitation**

- a. *No Waiver of Municipal Rights*: The City will not waive and intends to assert all available sovereign immunity and any other legal limitations in all cases.
- b. *Punitive Damages*: Neither the City nor L3Harris shall ever be liable to Lessee for punitive damages.
- c. *Third Party Non-Compliance*: City and L3Harris shall not be liable to Lessee for any act or conduct, including unlawful conduct, by any Airport tenant, user, contractor, or other third party, unless otherwise expressly provided herein. Lessee shall not be a third-party beneficiary of any contract between the City or L3Harris and another entity; nor shall City or L3Harris have any duty to Lessee to enforce any such contract.
- d. *City Liability*: Except as might be caused by the gross negligence or willful misconduct of Airport, neither City nor L3Harris shall be liable to Lessee for any injury or damage whatsoever that might result to any person or property by or from any cause whatsoever. Under no circumstance shall City or L3Harris ever be responsible for incidental, punitive, or consequential damages to Lessee, regardless of how such damages arise or are incurred by Lessee. Except as otherwise expressly provided herein, neither City nor L3Harris shall be liable to Lessee, its officers, directors, managers, members, shareholders, agents,

invitees and/or licensees for any loss or damage caused by, resulting from, arising out of, relating to or in connection or conjunction with the interruption or cessation of Lessee's activities or operations hereunder.

7.8. Interpretation

- a. The wording of this Lease shall be construed simply, according to its fair meaning, and not strictly for or against either party. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.
- b. References to Articles, Sections, Paragraphs or Exhibits are to articles, sections, paragraphs or exhibits hereof or hereto, unless otherwise specified.
- c. "Hereby," "herein," "hereof," "hereto," "hereunder" and similar words refer to this Lease.
- d. Words denoting persons include firms, partnerships, corporations, associations, trusts, and other legal entities, as well as natural persons.
- e. Headings preceding the text of sections, any cover page, table of contents, index and/or marginal notes are solely for convenience of reference, and are not parts of this Lease nor affect its meaning.
- f. Words importing the singular include the plural and vice-versa.
- g. Where general wording and specific wording appear to conflict, the specific shall take precedence over the general.
- h. References or citations to legislative acts, statutes, administrative regulations, and the like are to such acts and the like in their form as of the commencement of the Term, and as they might be amended, recodified, or supplanted.
- i. The various Articles, Sections, Paragraphs, Exhibits, clauses, and terms shall be read and construed together, to avoid ambiguity or contradiction where logically possible.
- j. If any Article, Section, Paragraph, clause, or term is deemed, by any court or other judicial or quasi-judicial tribunal having jurisdiction, to be illegal, invalid, or unenforceable, it shall be severed from the remainder of this Lease, which shall remain in full force.

7.9. Governing Law & Jurisdiction

This Lease was entered and shall be performed in the City of Greenville, State of Texas, and the laws of the State of Texas and Greenville, Texas shall govern the rights and duties of the parties and the interpretation of this Lease. Any action, claim or dispute, or other legal issue regarding this Lease shall be resolved first by mediation, with a mediator selected by mutual agreement of the Parties. Should the mediation not result in a resolution, then the dispute may be litigated in a court of competent jurisdiction in Greenville, Texas.

ARTICLE 8: End of Lease

8.1. **Expiration, Termination & Surrender**

- a. *Expiration:* This Lease shall expire at the end of the Term, which includes the Option Term if properly exercised. Upon Expiration, Lessee shall have no further right hereunder, except as otherwise expressly provided herein. No notice of expiration of the Term shall be necessary.
- b. *Termination:* Upon termination, Lessee shall immediately surrender the Premises to City, which may recover the following amounts from Lessee:
 - i. Any unpaid fees or charges accrued through the date of termination; and
 - ii. Any costs incurred by City to enforce this Lease or incurred in retaking possession of the Premises, including court costs, attorney fees, other legal expenses.
- c. *Not Termination:* Acts by the City, such as acts of maintenance, efforts to procure a new lessee or other user for the Premises, or the appointment of a receiver or similar person on City's initiative to protect City's interests hereunder shall not constitute a termination of Lessee's rights or obligations hereunder.
- d. *Surrender:* Upon Expiration, or earlier termination, Lessee shall peaceably surrender use of the Premises in good condition, reasonable wear and tear, acts of God and other casualties excepted, and City may effect that surrender by any lawful means. Consistent with the other provisions within this section, upon Expiration or Termination:
 - i. Lessee shall thereupon have no further rights to access the Premises, except as otherwise expressly provided herein.
 - ii. City may remove any abandoned Trade Fixtures or other personal property from the Premises.
 - iii. City may remove any Improvements upon the Premises.
 - iv. City may otherwise direct the disposition of improvements, Trade Fixtures or Personal Property upon the Premises.
 - v. Lessee shall remain liable to City for any loss or damage on account of any holding over against City's will after the expiration or termination of this Lease, whether such loss or damage may be contemplated at this time or not.
- v. *Trade Fixtures & Improvements:* Consistent with the terms of this Lease, Lessee shall, prior to Expiration or Termination of this Lease, promptly dismantle and remove its Trade Fixtures and personal property from the Premises and Airport, provided that, if the Premises are damaged by reason of, or in the course of, the removal thereof, then Lessee, at its cost, shall promptly repair any and all such damage and restore the Premises to its condition prior to the commencement of Lessee's use thereof, any reasonable wear and tear excepted. In particular, but without limitation, City may, at its discretion, direct Lessee to remove, at Lessee's cost, any and all underground storage tanks or above-ground tanks used for the handling of fuel, oil, or other petroleum

products, and to remediate the Premises and/or any other area of Airport which might require or warrant remediation relating to Lessee's possession and/or use thereof.

- i. The failure to remove Trade Fixtures shall not constitute an extension or holdover of the Term. If Lessee fails so to remove its Trade Fixtures or Improvements (as directed) or to restore or remediate the Premises, then City may, at its discretion, perform or have performed that removal and restoration, and Lessee shall reimburse City the cost thereof, plus an administrative charge of fifteen percent (15%). City shall not be liable to Lessee for any loss of or damage to the Improvements or any Trade Fixture as a result of its exercise of its rights hereunder.
- vi. *Abandonment*: Trade Fixtures or other property remaining on the Premises after termination shall be deemed abandoned, unless Lessee has notified City in writing that Lessee intends to remove the property within ten (10) calendar days after termination, in which case the Trade Fixtures or other property remaining on the Premises shall not be deemed abandoned until the tenth (10th) calendar day after termination.
- vii. *Cooperation*: Upon the expiration or earlier termination of this Lease, Lessee shall cooperate with City and with any succeeding lessee or other user in the transition of possession of the Premises from Lessee to such successor.

8.2. Termination by Lessee

If Lessee is not in Default, then Lessee may terminate this Lease by delivering written notice to the City ninety (90) calendar days in advance of Lessee's intent to terminate, provided that:

- a. A court of competent jurisdiction, the FAA, or other federal agency has issued an order or injunction specifically applicable to Lessee or the Premises that prevents or restrains Lessee's otherwise lawful and permissible use of the Premises, and such injunction has remained in effect for a period of at least ninety (90) calendar days; or
- b. The City has failed to perform an obligation when due under this Lease, and the City fails to cure or to commence duly diligent efforts to cure such default for a period of thirty (30) calendar days after receipt of Lessee's written notice to cure the breach; or
- c. The United States of America or any authorized agency thereof assumes the operation, control, or use of the Premises, or any substantial part thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) calendar days, from operating thereon.

8.3. Lessee Default

Upon Lessee's Default, City will provide Lessee with a written "Notice of Default," stating the basis of the Default and providing a method for Lessee to appeal the determination. Lessee shall be deemed to be in Default if:

- a. *Noncompliance (first or second offense)*: Lessee is Noncompliant, and (if it is Lessee's first or second instance of Noncompliance) Lessee fails to cure such noncompliance for a

period of more than 30 days after receiving an Initial Notice of Noncompliance from the City. Lessee shall be deemed to be Noncompliant if:

- i. Lessee fails to perform any duty, or to satisfy any obligation, as required by this Lease or the Airport Documents;
 - ii. Lessee causes or permits any activity that is violative of this Lease or other Airport Documents, to occur on the Premises or at the Airport; or Lessee engages in any act or omission that is prohibited by the terms of this Lease or other Airport Documents.
 - iii. Lessee fails to perform any duty, or satisfy any obligation, as required by Greenville Code of Ordinances; state, local, or federal law; or as required by any other rule or regulation imposed by any governmental entity with jurisdiction over the Leased Premises.
 - iv. Lessee is a business entity and fails to maintain active registration as a business entity with the Texas Secretary of State.
 - v. Lessee fails to provide the Airport Manager documentation or other evidence of Lessee's compliance with the terms of this lease after the Airport Manager has requested such evidence.
- b. *Noncompliance (after second offense):* Lessee is Noncompliant and has been Noncompliant on at least two prior occasions.
- c. *Safety Violation:* Lessee creates or permits a Safety Violation, and Lessee fails to diligently pursue remedial efforts within 24-hours of City's Initial Notice of Safety Violation. A Safety Violation includes any of the following:
- i. If Lessee permits to continue, for a period of more than six (6) calendar days, the existence of an unsanitary condition at, on, in, around or about the Premises or Airport, provided that such condition was caused by, resulted from, or arose out of or in connection or conjunction with, the activities of Lessee.
 - ii. If Lessee permits to continue, for a period of more than ten (10) calendar days, the existence of any condition that is violative of the International Fire Code, as adopted and incorporated into the Greenville Code of Ordinances.
 - iii. If Lessee permits the Premises to be vacated for a period exceeding ten (10) calendar days without providing the City with advanced written notice.
 - iv. If Lessee fails to properly store or secure hazardous materials, including petroleum products.
- d. *Lease Transfer:* Lessee causes, or fails to prevent, the assignment, transfer, passing, or divestment of any of Lessee's rights or obligations under this Lease, unless the Board of City Commissioners has given prior written consent to such transaction. Default under

this provision shall include:

- i. Any assignment or transfer by court order or by a third party.
 - ii. The appointment of a receiver, trustee, liquidator, or similar figure (pertaining to Lessee's property upon the Premises or Lessee's interest in the Lease) in any legal proceeding.
- e. *Federal Direction:* The United State of America (through the FAA or any other agency with oversight over the Airport) takes administrative or legal action to enforce any nondiscrimination covenant of this Lease, or to enforce any other provision of this Lease, other Airport Documents, or federal law, and directs the City to terminate this lease pursuant to the final decision in that matter.
- f. *Unlawful Activities:* Lessee causes or permits any unlawful activity, to occur upon the Premises or elsewhere on Airport property; or Lessee engages in any unlawful activity upon the Premises or elsewhere on the Airport.
- g. *Untruthfulness:* Lessee makes any representation to the City regarding Lessee's compliance with this Lease, other Airport Documents, or applicable laws, and that representation is not true.

If Lessee is a business entity, then any act or omission by any of its officers, directors, managing members, or other individuals acting on its behalf, will be attributed to Lessee as though Lessee itself committed the act or omission.

8.4. **City Remedies**

Upon Default by Lessee as described in this Lease, City may exercise any Remedy (or combination of Remedies), set forth herein or which is provided at law or equity. Thirty (30) calendar days after City's written Notice of Default is delivered to Lessee:

- a. City may terminate this Lease for cause, by delivering a Notice of Termination; and such termination shall be effective immediately on the date that the Notice of Termination is delivered, unless a later date is specified in the notice.
 - i. Except as set forth herein, if Lessee cures the Default after the City delivers the Notice of Default, the City may, but is not required to, waive its right to proceed to Termination.
- b. If, in the City's sole discretion, the City determines that Lessee's Default can be cured in a reasonable amount of time and that Lessee's continued tenancy is in the best interest of the Airport, City may expressly permit Lessee to engage in remedial efforts for a period to be determined by City. If the Default is cured within the determined period, then the cured Default shall not be used as a basis to terminate this Lease; provided, however, that the cured Default may later be used as evidence of Lessee's Noncompliance on a prior occasion. If the Default is not cured within the determined period, then City may immediately terminate this Lease.

- c. If City Terminates this Lease, then Lessee's right to the Premises is automatically Terminated unless the Parties otherwise agree in writing and City may exclude Lessee from the Premises by any lawful means.
- d. City may grant rights to possess or use all or any portion of the Premises to one or more third-parties for Lessee's account. In so doing:
 - i. City shall use reasonable efforts to mitigate its damages, and
 - ii. Lessee shall be responsible to City for any and all costs incurred by the City in conjunction with City's efforts; and
 - iii. Lessee remain responsible to City for the payment of fees and other charges due hereunder on the dates due as set forth herein, less any net revenues accruing to City as a result of any grant of rights to a third person; and
 - iv. No act by City under this Paragraph shall terminate this Lease unless City so notifies Lessee, in writing, that City elects to terminate this Lease.
- e. The City may have a receiver appointed to collect fees and other charges payable to Lessee and/or to conduct Lessee's operations on the Premises. The City's act of filing a petition for the appointment of a receiver nor the consequent appointment of a receiver shall constitute an election by City to terminate this Lease unless otherwise specified by City in writing.

ARTICLE 9: Lease Transfers, Assignments and other Transactions

9.1. Assignment, Transfer and Subleasing

- a. *City Permission Required:* Except as otherwise expressly provided herein, Lessee shall not, in any manner, assign, transfer, sublease, or otherwise convey an interest in this Lease, nor sublease the Premises or any part thereof, without the prior written consent of City. The decision to allow such assignment, transfer, sublease, or conveyance is within the sole discretion of the City. Further, Lessee shall not pledge, oblige, encumber, or otherwise obligate this Lease, the Premises, Airport, or its interest therein, by any security interest, pledge, note or any other instrument in the nature thereof
 - i. If Lessee desires to assign, transfer, sublease or otherwise convey an interest in this Lease, then Lessee shall submit to the City a written request for consent.
 - ii. The request shall also be accompanied by a digital, editable copy of Lessee's proposed assignment, transfer or sublease agreement.
 - iii. The City will evaluate the request in accordance with this Lease, and the rules, laws and contracts affecting the Premises.
 - iv. The City may request additional information from Lessee regarding the proposed assignment, transfer or sublease.

- v. The City may deny consent if it determines, in its sole discretion, that Lessee has not demonstrated that the proposed assignee, transferee, or sublessee is qualified in accordance with the Leasing Policy, or for any other reason related to a City policy or legal obligation.
 - vi. The City may require amendments to Lessee's proposed assignment, transfer, or sublease agreement prior to consenting to the transaction.
- b. *Corporate Transactions:* If Lessee is a business entity, then any transfer of Lessee's stock, membership interest, or similar change of ownership shall be deemed an assignment and therefore subject to the terms of this Article, unless (1) there is no change in management personnel, and (2) Lessee retains at least 51% of the ownership interest.
 - c. *Bona Fide Lenders:* Lessee must obtain the City's prior written consent in order to give, assign, transfer, mortgage, hypothecate, grant control of or encumber Lessee's interest under this Lease, and the leasehold estate so created, to a bona fide lender, a state or federally chartered lending institution, or a chartered insurance company or pension fund, on the security of the leasehold estate. If the City's consent is given, then Lessee may sign any and all instruments in connection therewith necessary and proper to complete such loan and perfect the security therefor to be given to such lender. One (1) copy of any and all such security devices or instruments shall be filed with City no later than seven (7) Business Days after the effective date thereof, and Lessee shall give City written notice of any change or amendment thereto. Any such encumbrance holder shall have the right, at any time during the time of the loan and while this Lease is in full force and effect, to do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall prevent a forfeiture of Lessee's rights hereunder as if done by Lessee.
 - d. *City's Fee Interest:* City will not subject its fee interest to the lien of any leasehold financing obtained by Lessee hereunder. City's fee interest shall be superior and prior to Lessee's leasehold interest.

9.2. Lessee's Responsibility for Third-Parties

Lessee understands and agrees that it is responsible for the conduct, actions, and omissions of itself, its agents, invitees, licensees, contractors, employees, representatives, and members (collectively "LTPs"). To the extent that Lessee is prohibited from engaging in any conduct or action under the terms of this Lease, such prohibition applies also to Lessee's LTPs. Lessee's failure to prevent its LTPs from engaging in prohibited conduct will be viewed as though Lessee, itself, engaged in such prohibited conduct. Lessee further understands that:

- a. Lessee shall be responsible and liable for any and all actions or omissions by any of its LTPs, and such responsibility and liability shall extend as if those actions or omissions were committed by the Lessee itself.
- b. Lessee is and will remain responsible to all parties for its acts and omissions and the acts and omissions of its LTPs, and City will in no way be responsible therefor. Lessee shall retain sole responsibility for safeguarding persons and property and its activities on

Airport, including the Premises, at its sole cost, expense and liability.

- c. Lessee shall operate, and shall require LTPs to operate, in a safe, lawful, prudent, and professional manner, in accordance with all applicable regulations currently in effect and as they might be amended, and pursuant to directives issued by City in connection therewith. As applicable, Lessee shall make available to its LTPs copies of City's Airport Operations Manual, Airside Driving Rules and Regulations, Airport Rules and Regulations, and other applicable regulatory and procedural information.

ARTICLE 10: Governmental Conditions

10.1. Airport Requirements

The Airport receives grant funding from the Federal Aviation Administration, and is therefore subject to requirements set forth in the FAA's "Airport Sponsor Assurances." In consideration of the foregoing and of the promotion of civil aviation in general, the Parties agree as follows:

- a. *Right of Flight:* City reserves unto itself, its successors in interest and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Premises. This right of flight shall include the right to cause in that airspace such noise, vibrations, dust, fumes, heat, wind, air movement and similar phenomena as might be inherent in the operation of any aircraft now known or hereafter used for navigation or flight through that airspace for landing at, taking off from or operating on or at Airport.
- b. *No Exclusive Rights:* Nothing in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of the Federal Aviation Act of 1958, as applicable.
- c. *Height Restriction:* Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree, above the mean sea level elevation applicable to the most critical area of Airport, in accordance with 14 C.F.R. Part

77. If this Part is breached, City may enter the Premises and remove the structure or object or cut the tree, all of which shall be at Lessee's cost.

- d. *Subordination of Lease:* The Parties agree that this Lease shall be subordinate to the terms of any instrument or document under which City acquired the Airport land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict nor be inconsistent with such terms. This Lease shall be subordinate to the terms of any existing or future contract between City and the United States of America relating to the development, operation or maintenance of Airport, the entering of which has been or might be required as a condition precedent to the expenditure of federal funds for the development of Airport. Such contract documents are public records and may be requested by Lessee at any time in accordance with the Texas Public Information Act.
- e. *Nondiscrimination:* Lessee, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, agrees, as a covenant running with the land,

that (a) no person, on the ground of race, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person, on the ground of race, color, sex, or national origin, shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination; and (c) Lessee shall use the Premises in compliance with all other requirements of Title VI of the Civil Rights Act of 1964, 14 C.F.R. 152 and 49 C.F.R. Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, and as Title VI and those Parts might be amended.

- f. *Nondiscrimination*: Lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age.
- g. *Disadvantaged Business Enterprises*: 49 C.F.R. Part 23, Disadvantaged Business Enterprises (DBE), and as it might be amended, and other similar regulations which might be enacted, might apply to Lessee's activities hereunder, unless exempted by those regulations. Lessee shall comply with the applicable regulatory agencies in reference thereto. The requirements of these regulations include, without limitation, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.
- h. *Americans With Disabilities Act*: 49 C.F.R. Part 27, "Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance," and as it might be amended, all applicable rules and regulations of the Department of Transportation and the Department of Justice for airport operators, all applicable Air Carrier Access Act rules (14 C.F.R. Part 382, "Nondiscrimination on the basis of disability in air travel") and such other similar regulations that might be enacted, might apply to Lessee's activities hereunder, unless exempted by those regulations. Lessee shall comply with the regulatory requirements relating thereto, which compliance might include, but not be limited to, designating a coordinator pursuant to Section 504 of the Americans With Disabilities Act, participating in complaint procedures, conducting self-inspections, receiving input from organizations of persons with disabilities and participating in efforts to improve program and structural accessibility. These efforts might be subject to review by the various responsible agencies, the submission of various reports and, if so directed, the offering of specified services to support the equitable access and use of Airport and air transportation by persons with disabilities.
- i. *National Emergency*: This Lease shall be subject to whatever right the United States of America now has, or in the future might have, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or nonexclusive use of Airport, by the United States during time of war, whether declared by the United States Congress or not, other military action, national emergency or the like.

10.2. **Certifications**

Lessee certifies, to the best of its knowledge and belief, that:

Building Lease –Hangar ID No. _____

[name of lessee]

Page 28 of 34

- a. *Citizenship (Ownership)*: Lessee is not owned nor controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against United States business entities, published by the Office of the United States Trade Representative or any successor thereto;
- b. *Citizenship (Contract)*: Lessee has not knowingly (after diligent investigation) entered into any contract or subcontract hereunder with a contractor that is a citizen or national of a foreign country on that list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on that list; and has not procured any product or subcontracted for the supply of any product, for use hereunder, that is produced in a foreign country on that list.
 - i. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 C.F.R. Part 30.17, no contract shall be awarded to any party hereunder that is unable to certify to the above. If Lessee knowingly procures or subcontracts for the supply of any product or service of a foreign country on that list for use hereunder, the FAA may direct, through City, cancellation of such contract, at no cost to the United States of America or the City.
 - ii. Lessee shall ensure the incorporation by reference of this provision for certification, without modification, in each contract and in all subcontracts. Lessee may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. Lessee shall provide immediate written notice to City if it learns that a prospective contractor's certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances, and shall require its contractors and their subcontractors to provide immediate written notice to City and Lessee if such contractor or subcontractor learns that its certification was erroneous or has become so by reason of changed circumstances.

These certifications are a material representation of fact upon which City relied when entering this Lease. If it is determined that Lessee or any contractor or subcontractor thereof knowingly rendered an erroneous certification, the FAA may direct, through City, termination of the contract or subcontract, at no cost to the United States of America. Nothing contained herein shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Lessee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Lessee acknowledges and agrees that these certifications concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification might render the maker subject to prosecution under 18 U.S.C. Section 1001.

10.3. Federal Review

This Lease is subject to any applicable review by the FAA, the TSA and/or any other federal agency having jurisdiction, to determine compliance with federal law and any preexisting contractual requirements associated with the airport's eligibility for federal grant funding, and

shall be in full force and effect pending such review and approval by the FAA, the TSA or other agency. Upon such review, the parties shall modify any term hereof which might be determined to be in violation of the foregoing requirements.

Agencies having jurisdiction over Airport, City, the Premises or Lessee might promulgate, enact or implement regulatory or other legal changes. Lessee shall be responsible for obtaining all Notices of Proposed Rule Making and/or similar documents directly from such agencies. City may, but shall not be obligated to, provide notice of proposed changes, but nothing contained herein shall render this provision unenforceable by virtue of Lessee's failure to receive notice of proposed changes.

ARTICLE 11: General Provisions

11.1. Representations and Warranties

Except as otherwise expressly provided herein, no representation nor warranty, whether oral or written, express or implied, made before, upon or after the signing hereof, shall be incorporated herein or otherwise modify the terms hereof

a. As to Lessee:

- i. Lessee represents and warrants that Lessee has the skill, experience, expertise and other resources necessary to possess, develop, use and maintain the Premises, and otherwise perform its obligations hereunder, in a First-Class manner, acceptable to City at its discretion, throughout the Term and any holdover, compliant with all terms hereof;
- ii. Lessee represents and warrants that Lessee has or can seasonably procure adequate financing, including insurance and bonds as required, to maintain, possess and use the Premises and any Improvements thereupon, including the procurement of all necessary approvals, permits and other authorizations from any entity having jurisdiction over the Premises and the keeping of adequate reserves for their maintenance and repair as provided herein; and
- iii. Lessee represents and warrants that Lessee has had a full and fair opportunity to review this Lease, all Airport Documents, and laws or regulations pertaining to its use or development of the Premises. Lessee's review included the opportunity to consult with an attorney of Lessee's own choosing. Lessee understands and agrees to abide by the foregoing.
- iv. Lessee represents and warrants that, as of the signing hereof, Lessee's possession and intended use of the Premises do not conflict with the Master Plan, and/or any other plan currently in effect for Airport. Lessee represents that it will not make any use of the Premises which would be in conflict with the Master Plan or any other Airport Document.

b. As to City:

- i. City represents and warrants that it owns the Premises and is capable of demising

them to Lessee; and

- ii. City has no present knowledge, information nor belief that any lien, encumbrance, judgment or the like exists which would substantially interfere with Lessee's beneficial use and enjoyment of the Premises.
- iii. City makes no representation, assurance, warranty or guarantee relating to the suitability of the Premises or any other area of Airport for any use, shall have no obligation to repair, maintain, renovate or otherwise incur any cost or expense with respect any area of the Airport.
- iv. *Condition of Airport:* City makes no representations or warranties as to the present or future conditions of the Airport. Subject to its annual budget priorities, personnel, and federal funding availability, City will maintain the runways, taxilanes and other airfield areas as part of its standard, regular airside pavement maintenance program. This responsibility shall not be deemed as limiting the City's ability to recover damages from Lessee or other parties who have damaged or otherwise necessitated maintenance or repairs to the Airport facilities. City may, at its discretion or as required by law, further develop and/or improve Airport and/or any portion or area thereof, and take such action as it deems necessary or advisable at its discretion to develop the Airport, regardless of the desires or view of Lessee and without interference or hindrance from it, except as otherwise expressly provided herein. City's right to develop and improve Airport includes development, construction or installation of facilities, structures or other Improvements. City has no duty to Lessee or any Sublessee to develop or improve Airport.
- v. *Special Events:* City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or good will, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events.
- vi. *Master Plan:* City, its officers, agents and employees shall not be liable for any effort or action toward implementation of the current or any future airport master plan, airport layout plan, or other similar plan; Lessee waives any right to claim damages or other compensation arising from such effort or action.

11.2. Notice

Except as otherwise expressly provided herein, all notices required to be given hereunder shall be in writing and shall be deemed given, provided, delivered, and received upon: (A) personal delivery by a registered process server; or (B) three (3) Business Days after deposit in the United States Mail as certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein, regardless of whether the return receipt confirms delivery consistent herewith:

To Airport (City):

City of Greenville, Texas
Attn: Greenville City Manager 2821 Washington Street
Mailing address:
P.O. Box 1049,
Greenville, TX 75403-1049

To Lessee:

_____, Texas _____

The parties, or either of them, may designate in writing any change in address or addresses, including electronic or “email” addresses, and/or in identity of substitute or supplementary persons to be sent notices. Notwithstanding the foregoing, the parties may send notices or other documents concerning day-to-day operations and use of the Premises by first-class mail, postage prepaid, to City or Lessee at the addresses given above, or by electronic mail.

11.3. Miscellaneous

- a. *Amendments:* This Lease may be amended only by a writing duly approved and signed by authorized representatives of the parties.
- b. *Other Contracts:* Except as otherwise expressly provided herein, the terms of this Lease shall not affect the terms of any other lease or other contract between City and Lessee.
- c. *Rights Cumulative:* The rights and remedies of City and Lessee specified in this Lease are not intended to be and shall not be exclusive of one another or of any right of City or Lessee at law or in equity, unless otherwise so stated.
- d. *Conflict of Interest:* To the best of the parties’ knowledge, information and belief upon the signing hereof, no officer, agent or employee of City is directly or indirectly a party to, or otherwise a beneficiary of, this Lease. Ownership of stock in a publicly traded corporation, or use of Lessee’s products and/or services as a patron or Sublessee, shall not be considered a breach of this Section.
- e. *Nonliability of Agents or Employees:* No Trustee, officer, director, agent or employee of City or Lessee shall be charged personally or held contractually liable by or to the other party under the provisions of or in connection with this Lease, because of any breach hereof or because of its or their execution or attempted execution hereof.
- f. *No Waiver:* No waiver of breach or default by either party of any term herein to be performed by the other shall be construed as, or operate as, a waiver of any prior, contemporaneous or subsequent breach, noncompliance, or default of any term herein to be performed by the other party.

- g. *Relationship of Parties*: Nothing contained herein shall be deemed or construed by City or Lessee as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between them. Neither the method of computation of fees and charges, any other provision contained herein nor any act of City or Lessee shall create a relationship other than that of lessor and lessee. In particular, but without limitation, and consistent with Section 8.04, City shall have no duty under this or any other lease to or contract with Lessee, except as otherwise expressly provided therein, to protect Lessee from acts or omissions of any third party, whether or not such third party has any contract with City allowing it to transact business and/or otherwise operate at, on, about or to and from Airport.
- h. *Successors and Assigns*: This Lease shall be binding upon and inure to the benefit of the successors in interest and assignees of City and Lessee, where permitted hereunder.
- i. *No Third-Party Beneficiary*: This Lease is intended solely for the benefit of City and Lessee. No right of any alleged third-party beneficiary, whether express or implied, is created hereby, nor shall any third party claim hereunder against City or Lessee.
- j. *No Brokerage*: City and Lessee dealt with each other directly and entered this Lease in their own rights and capacities, not through any broker, agent or other similar representative. This Lease was not procured nor initiated by any such person, nor were the Premises offered or leased to Lessee by or through any such person. No broker's commission or fee, finder's fee, referral fee or other similar amount shall be paid, owed or accrued, directly or indirectly, in connection herewith, as a result hereof or in relation hereto.
- k. *Signature Authority*: Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to the other such natural person, and to the other such legal entity, that he or she is duly authorized and has legal power and/or authority so to sign.
- l. *Force Majeure*: Neither party shall be liable to the other for any failure, delay or interruption in performance caused by circumstances beyond its control including, but not limited to, war, whether declared by the United States Congress or not, other military action, national emergency, terrorism, government shutdown, civil disobedience or unrest, natural disaster, Act of God, strike, boycott, picketing, slowdown, work stoppages or labor matters of any other type, whether affecting either party, its contractor or subcontractor, such circumstances also including, but not limited to, any laws or regulations of the United States of America and/or any request or directive of the Department of Homeland Security, the TSA, the FAA or any other federal agency relating to aviation security.
 - i. Lessee understands that there are regulatory and other legal risks inherent in operating at an airport which is subject to federal law and to requirements of the airport's owner or operator, such as City, developed in accordance therewith. No abatement, reduction, diminution or forgiveness of Rent shall attach as a result of the enactment, promulgation and/or enforcement of any such law or the like including, but not limited to, any closure of the Airport. No abatement, reduction nor diminution of Rent or any other amount owed Airport by Lessee shall be allowed for any inconvenience, interruption, cessation or loss of business or other

loss to Lessee, caused by any present or future law of the United States of America, any state, City, municipality or other public entity, by priorities, rationing or curtailment of labor or materials, or by any cause set forth under "Force Majeure," above.

- m. *Merger and Integration:* This Lease, together with **Exhibits A and B**, attached hereto (collectively "Lease Documents"), any document incorporated herein by reference and any amendment document duly signed by the parties, constitutes the parties' complete, entire, final agreement on the subject matter hereof, and all other representations heretofore made, oral or written, are merged herein. No oral or written statement, representation nor warranty made, by any person, before, upon, or after the signing hereof, shall modify this Lease or bind City. The Lease Documents are intended to be complimentary to one another and shall be so construed to the extent reasonably possible. To the extent that the documents are in conflict with one another, they shall have the following order of precedence: **This Lease, then Exhibit A, and finally Exhibit B.**
- n. *Public Records:* Lessee expressly understands that Lessor is a public entity and that records will be treated as public records pursuant to the Texas Public Information Act.

WHEREFORE, the parties have set their hands, on the date written below.

LESSEE:

By: _____

Name: _____

Title: _____

Date: _____

LESSOR:

City of Greenville, Texas

By: _____
City Manager

Date: _____

Building B-#3

Building D-#6



RESOLUTION 26-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A STANDARD LEASE AGREEMENT FOR T-HANGAR SPACE AT MAJORS FIELD AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL LEASE AGREEMENTS WITH TENANTS FOR THE USE OF CITY-OWNED AIRCRAFT HANGARS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville, Texas (“City”) is the owner of Buildings B and D located at Majors Field Airport, which collectively contain fourteen (14) T-Hangars available for lease to aircraft owners and operators; and

WHEREAS, the City currently leases T-Hangar space on a month-to-month basis and desires to establish a standardized lease agreement for the occupancy and use of City-owned aircraft hangars; and

WHEREAS, the City Council finds that establishing a standard lease agreement will provide consistency in administration, improve operational efficiency, ensure compliance with applicable federal aviation requirements and existing contractual obligations affecting the Airport; and

WHEREAS, the proposed standard lease agreement is structured as a short-term operational lease designed to preserve maximum flexibility for the City while providing tenants with clear terms and conditions governing occupancy and use of T-Hangar space; and

WHEREAS, the proposed lease agreement provides for an initial term of one (1) year with the option for the tenant to renew for one (1) additional one-year term, subject to approval by the City and the tenant’s compliance with all lease requirements; and

WHEREAS, the proposed lease establishes monthly rent in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00), for an annual total of Four Thousand Two Hundred and No/100 Dollars (\$4,200.00), with rent subject to annual adjustment based upon the Consumer Price Index (CPI) and any rate schedule changes approved by the City Council; and

WHEREAS, the City Council finds that approval of a standard lease agreement for T-Hangar space is in the best interest of the City and will support the continued operation and management of Majors Field Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. The City Council hereby approves the standard lease agreement for T-Hangar space at Majors Field Airport for use between the City of Greenville and tenants occupying a single City-owned aircraft hangar.

SECTION 2. The City Manager is hereby authorized to execute individual lease agreements in substantially the same form as the approved standard lease agreement and to execute any related documents necessary to carry out the intent of this Resolution.

SECTION 3. The approved lease agreement shall provide for:

- a. An initial lease term of one (1) year;
- b. An optional one (1) year renewal term at the discretion of the City;
- c. Monthly rental payments in the amount of \$350.00;
- d. Annual rental adjustments based upon CPI and any Airport rate schedule amendments approved by the City Council; and
- e. Compliance with all applicable federal aviation requirements, Airport regulations, and lease provisions.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are repealed to the extent of conflict only.

SECTION 5. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 6. This Resolution shall be in full force and effect from and after May 12, 2026.

PASSED AND APPROVED, this the 12th day of May 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 8F

Contact: Daniel Ray, City Attorney

Contact Email: daniel@scottraylaw.com

Contact Phone: 903-457-3121

Subject: Consideration and action on a resolution of the City of Greenville regarding the application of Greenville Development TXRE LLC to the Texas Department of Housing and Community Affairs for 2026 low-income housing tax credits for the development known as 57Eleven Nautilus located at 5711 Industrial Drive. (*Daniel W. Ray, City Attorney*)

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
2. Planned Approach for Improving Current Water Infrastructure.
3. Strive for Municipal Excellence and Enhance Opportunities for Communication.
4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.
5. Support Public Service, Health, and Safety.
6. Optimize Opportunities at the Airport.
7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

RESOLUTION 26-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, REGARDING THE APPLICATION OF GREENVILLE DEVELOPMENT TXRE LLC TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2026 LOW INCOME HOUSING TAX CREDITS FOR THE DEVELOPMENT KNOWN AS 57ELEVEN NAUTILUS LOCATED AT 5711 INDUSTRIAL DRIVE

WHEREAS, Greenville Development TXRE LLC or its affiliate (collectively referred to as the “Applicant”) has proposed the development of 120 units of affordable rental housing known as 57Eleven Nautilus, located at 5711 Industrial Drive in the City of Greenville, Texas (the “Project”); and

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for the 2026 Competitive 9% Housing Tax Credit for development of the Project; and

WHEREAS, pursuant to Chapter 2306 of the Texas Government Code, the City desires to provide a Resolution of Support for the Applicant for the 2026 9% Competitive Housing Texas Credit application for 57Eleven Nautilus located at 5711 Industrial Drive, Greenville, Texas 75402.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. The City of Greenville, acting through its Governing Body, hereby confirms that it supports the Applicant’s application to TDHCA for a Competitive 9% Housing Tax Credit for the proposed development of 57Eleven Nautilus located at 5711 Industrial Drive, Greenville, Texas 75402 for development of 120 units of affordable rental housing and that this formal action has been taken to put on record the opinion expressed by the City of Greenville on May 12, 2026; and

SECTION 2. For and on behalf of the Governing Body, the Mayor or the City Manager are hereby authorized, empowered and directed to certify these resolutions to the THDCA.

PASSED and APPROVED this 12th day of May 2026.

Mayor, Jerry Ransom

Attest:

Carla Oldacre, Greenville City Secretary



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 9A

Contact: Carla Oldacre, City Secretary

Contact Email: coldacre@ci.greenville.tx.us

Contact Phone: (903)457-3121

Subject: City Council Meeting Minutes - April 28, 2026

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
2. Planned Approach for Improving Current Water Infrastructure.
3. Strive for Municipal Excellence and Enhance Opportunities for Communication.
4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.
5. Support Public Service, Health, and Safety.
6. Optimize Opportunities at the Airport.
7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation



Municipal Building/City Hall Council Chamber
2821 Washington Street
Greenville, TX 75401

City Council

Jerry Ransom - Mayor	Place 7
Ramon Rodriguez	Place 1
T.J. Goss - Mayor Pro Tem	Place 2
Philip R. Spencer	Place 3
Tim Kruse	Place 4
Ben Collins	Place 5
Kenneth Freeman	Place 6

Work Session Agenda 04/28/2026 Minutes 4:00 PM

1. Call to Order

Mayor Jerry Ransom called the Work Session to order at 4:01 p.m. and noted for the record that the following Council Members were present: Mayor Pro Tem Goss, Ramon Rodriguez, Philip Spencer, and Ben Collins. A quorum was established.

Also present were City Manager Summer Spurlock, City Attorney Daniel Ray, and City Secretary Carla Oldacre.

2. Items to be Discussed

3. Items on the Regular Agenda

4. EXECUTIVE SESSION AS NEEDED FOR AGENDA ITEMS OR EXECUTIVE SESSION ITEMS AS LISTED ON THE REGULAR AGENDA - SECTIONS 551.071, 551.087, 551.072, 551.074, 551.089, OR 551.073

The City Council adjourned into executive session at 4:01 PM. The following Councilmembers were present: Mayor Ransom, Mayor Pro Tem Goss, Councilmembers Rodriguez, Spencer and Collins. Councilmember Kruse arrived at 4:39 p.m. and Councilmember Freeman arrived at 4:59 p.m. Also, present were City Attorney Daniel Ray, City Manager Summer Spurlock and

City Secretary Carla Oldacre. Human Resource Director Euriah Brown was present during the executive session. Also, present was Municipal Judge C.J. Crawford.

5. Adjourn

The executive session adjourned at 6:12 p.m. with all members present in the executive session returning to open session. The work session ended at 6:13 p.m.



Municipal Building/City Hall Council Chamber
2821 Washington Street
Greenville, TX 75401

City Council

Jerry Ransom - Mayor	Place 7
Ramon Rodriguez	Place 1
T.J. Goss - Mayor Pro Tem	Place 2
Philip R. Spencer	Place 3
Tim Kruse	Place 4
Ben Collins	Place 5
Kenneth Freeman	Place 6

Regular Session Agenda 04/28/2026 Minutes 6:00 PM

1. Call to Order

Mayor Jerry Ransom called the meeting to order at 6:19 p.m. and noted for the record that the following Council Members were present: Ramon Rodriguez, Mayor Pro Tem T.J. Goss, Philip Spencer, Tim Kruse, Ben Collins, and Kenneth Freeman. A quorum was established.

Also present were City Manager Summer Spurlock, City Attorney Daniel Ray, and City Secretary Carla Oldacre.

2. Invocation

A. Pastor Charlie Nassar - Top Rail Cowboy Church
Pastor Charlie Nassar - Top Rail Cowboy Church was present to offer the invocation.

3. Pledge of Allegiance

Mayor Ransom led the Pledge of Allegiance.

4. Presentations

- A. Proclamation honoring the life of Reverend Phillip Dukes (*Mayor Ransom*)

5. Citizens to be Heard

Citizens to be Heard are invited to address the Council on topics not already scheduled for a Public Hearing or listed on the agenda. Present your completed "Citizen's Comment Card" to the City Secretary prior to the meeting. Speakers are limited to 3 minutes and should conduct themselves in a civil manner. The City Council cannot act on items not listed on the agenda in accordance with the Texas Open Meetings Act. Concerns will be addressed by City Staff; they may be placed on a future agenda or addressed by some other course of response. At the microphone, please first state your name and address.

None.

6. Public Hearings

Public Testimony

Public Testimony occurs when citizens are invited to address the Council on topics already on the agenda. Speakers will be invited to speak at the time of Council discussion for the item. Present your completed "Citizen's Comment Card" to the City Secretary prior to the meeting. Speakers are limited to 2 minutes for each agenda item.

None.

7. Ordinances

- A. Consideration and action on an Ordinance authorizing the issuance and sale of City of Greenville, Texas, Waterworks and Sewer System New Lien Revenue Bonds, Series 2026, in an aggregate principal amount not to exceed \$55,000,000; awarding the sale thereof; authorizing the execution and delivery of a paying agent/registrar agreement; approving the official statement; and enacting provisions relating to the subject. (*Steven Adams, Specialized Public Finance*)

Councilmember Rodriguez moved to approve Ordinance 26-009; **AN ORDINANCE OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GREENVILLE, TEXAS, WATERWORKS AND SEWER SYSTEM NEW LIEN REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$52,175,000; AWARDED THE SALE THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING PROVISIONS RELATING TO THE SUBJECT** (*Steven Adams, Specialized Public Finance*) The motion was seconded by Councilmember Spencer. Motion approved by unanimous vote of the Council (7-0).

8. Resolutions

- A. Resolution related to the "CITY OF GREENVILLE, TEXAS, ELECTRIC SYSTEM REVENUE BONDS, SERIES 2026"; Approving the Ordinance of the Board of Trustees of the Greenville Electric Utility System Authorizing the Issuance of Such Bonds and resolving other matters incident and related to the issuance of such bonds. *(Steven Adams, Specialized Public Finance)*

Mayor Pro Tem Goss moved to approve Resolution 26-52; **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, RELATING TO THE "CITY OF GREENVILLE, TEXAS, ELECTRIC SYSTEM REVENUE BONDS, SERIES 2026"; APPROVING THE ORDINANCE OF THE BOARD OF TRUSTEES OF THE GREENVILLE ELECTRIC UTILITY SYSTEM AUTHORIZING THE ISSUANCE OF SUCH BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE OF SUCH BONDS.** *(Steven Adams, Specialized Public Finance)* The motion was seconded by Councilmember Freeman. Motion approved by unanimous vote of the Council (7-0).

- B. Consideration and action of a resolution approving updates to the City's Classification and Compensation Policies.*(Euriah Brown, Human Resource Director)*

Councilmember Spencer moved to approve Resolution 26-48; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, ADOPTING UPDATED CLASSIFICATION AND COMPENSATION POLICIES; AUTHORIZING THEIR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.** *(Euriah Brown, Director of Human Resources)* The motion was seconded by Councilmember Rodriguez. Motion approved by unanimous vote of the Council (7-0).

- C. Consideration and action on a resolution approving the adoption of the Greenville Texas Downtown Plan. *(Letora Anderson, Assistant Director of Community Development)*

Letora Anderson, Assistant Community Development Director, presented an overview of the Downtown Plan. Anderson explained the process and timeline associated with the development of the plan to get to this point. Also, Anderson reviewed the next steps for the implementation of the Plan. Councilmember Collins recommended this is a long report and would like to give Council more time to thoroughly review before we vote on it. Councilmember Collins moved to postpone to May 12th meeting to allow council the opportunity to review more thoroughly and to correct any grammatical errors. Motion was seconded Spencer. Motion approved by unanimous consent of City Council. (7-0).

- D. Consideration and action on a resolution approving a fee proposal from Kimely Horn for the development of an impact fee study update. *(Letora Anderson, Assistant Director of Community Development)*

Mayor Pro Tem Goss moved for the approval of Resolution 26-54; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A FEE PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DEVELOPMENT OF AN UPDATED ROADWAY, WATER, AND WASTEWATER IMPACT FEE STUDY; AND PROVIDING AN EFFECTIVE DATE.** The motion was seconded by Councilmember Spencer. Motion approved unanimous consent of the Council present (7-0).

E. Consideration and action on a resolution authorizing change order #20 with AP Gulf States in the amount of \$43,989.56. *(Brett Quarles, Director of Parks and Recreation)*
Councilmember Rodriguez moved to approve Resolution 26-56; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING CHANGE ORDER #20 WITH ADOLFSON AND PETERSON CONSTRUCTION (AP GULF STATES, INC) FOR THE RECREATION CENTER CONSTRUCTION PROJECT AND REECY DAVIS EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.** *(Brett Quarles, Director of Parks and Recreation)* The motion was seconded by Councilmember Freeman. Motion approved by unanimous vote of the Council (7-0).

F. Consideration and action on a resolution authorizing Additional Services Proposal #12 with Barker Rinker Seacat Architecture for additional construction administration services related to the Greenville Recreation Centers project in the amount of \$63,000.00. *(Brett Quarles, Director of Parks and Recreation)*
Councilmember Freeman moved to approve Resolution 26-57; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN ADDITIONAL SERVICES PROPOSAL #12 WITH BARKER RINKER SEACAT (BRS) FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE GREENVILLE RECREATION CENTERS PROJECT IN THE AMOUNT OF \$63,000.00; AND PROVIDING AN EFFECTIVE DATE.** *(Brett Quarles, Director of Parks and Recreation)* The motion was seconded by Councilmember Rodriguez. Motion approved by unanimous vote of the Council (7-0).

G. Consideration and action on a resolution authorizing an Encroachment License Agreement between GRBK Edgewood LLC and the City of Greenville and the Greenville Utility System and Texas Municipal Power Agency. *(Mark Stapp, Interim GEUS GM)*
Mayor Pro Tem Goss moved to approve Resolution 26-58; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN ENCROACHMENT LICENSE AGREEMENT BETWEEN GRBK EDGEWOOD LLC, THE CITY OF GREENVILLE, GREENVILLE ELECTRIC UTILITY SYSTEM, AND TEXAS MUNICIPAL POWER AGENCY; AND PROVIDING AN EFFECTIVE DATE.** *(Mark Stapp, Interim GEUS GM)* The motion was seconded by Councilmember Spencer. Motion approved by unanimous vote of the Council (7-0).

H. Consideration and action on a resolution authorizing an Encroachment License Agreement between the City of Josephine, the City of Greenville, Greenville Electric

Utility System and the Texas Municipal Power Agency (*Mark Stapp, Interim GEUS GM*)

Councilmember Rodriguez moved to approve Resolution 26-59; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN ENCROACHMENT LICENSE AGREEMENT BETWEEN THE CITY OF JOSEPHINE, THE CITY OF GREENVILLE, GREENVILLE ELECTRIC UTILITY SYSTEM, AND TEXAS MUNICIPAL POWER AGENCY; AND PROVIDING AN EFFECTIVE DATE.** (Mark Stapp, Interim GEUS GM) The motion was seconded by Councilmember Freeman. Motion approved by unanimous vote of the Council (7-0).

- I. Consideration and action on a resolution authorizing an Encroachment License Agreement between the City of Sachse, Texas, and the City of Greenville and the Greenville Electric Utility System and Texas Municipal Power Agency. (*Mark Stapp, Interim GEUS GM*)

Councilmember Spencer moved to approve Resolution 26-60; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN ENCROACHMENT LICENSE AGREEMENT BETWEEN THE CITY OF SACHSE, THE CITY OF GREENVILLE, GREENVILLE ELECTRIC UTILITY SYSTEM, AND TEXAS MUNICIPAL POWER AGENCY; AND PROVIDING AN EFFECTIVE DATE.**(Mark Stapp, Interim GEUS GM) The motion was seconded by Councilmember Rodriguez. Motion approved by unanimous vote of the Council (7-0).

- J. Consideration and action on a resolution authorizing an Encroachment License Agreement between the Farmers Electric Cooperative, Inc., the City of Greenville, Greenville Electric Utility System and the Texas Municipal Power Agency (*Mark Stapp, Interim GEUS GM*)

Mayor Pro Tem Goss moved to approve Resolution 26-61; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN ENCROACHMENT LICENSE AGREEMENT BETWEEN FARMERS ELECTRIC COOPERATIVE, THE CITY OF GREENVILLE, GREENVILLE ELECTRIC UTILITY SYSTEM, AND TEXAS MUNICIPAL POWER AGENCY; AND PROVIDING AN EFFECTIVE DATE.** (Mark Stapp, Interim GEUS GM) The motion was seconded by Councilmember Freeman. Motion approved by unanimous vote of the Council (7-0).

- K. Consideration and action on a resolution approving appointment recommendations for positions to Places 2 and 3 of the GEUS Board of Directors.

Councilmember Rodriguez moved to approve Resolution 26-62; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING/REAPPOINTING MEMBERS TO PLACES 2 (Holly Gotcher) AND 3 (Dimetrous Nixon) ON THE GEUS BOARD OF TRUSTEES; AND ESTABLISHING AN EFFECTIVE DATE.** (City Council) The motion was seconded by Mayor Pro Tem Goss. Motion approved by unanimous vote of the Council (7-0).

9. Consent Calendar

Councilmember Collins moved and Councilmember Kruse seconded for the approval of the Consent agenda with the exception of Items (B) (MOU Wood County) and (C) (MOU City of Princeton) those items will be postponed for further review to a future meeting. Motion approved by unanimous vote (7-0) of the City Council.

- A. City Council Meeting Minutes - April 14, 2026
- B. Consideration and action on a resolution authorizing a Pipeline Crossing Agreement with the Northeast Texas Rural Rail District (NETEX) for the Dual 36-inch gravity raw water line project, and action necessary. *(Summer Spurlock, City Manager)*
- C. Consideration and action on a resolution authorizing a Licensed Training Provider Agreement between The American National Red Cross and the City of Greenville, Texas. *(Brett Quarles, Director of Parks and Recreation)*
- D. Consideration and action on a resolution approving the annual Microsoft 365 licensing renewal through LiftOff LLC. *(Ben Petty, Administrative Services/Finance Director)*

10. City Staff/City Council Reports

City Manager Summer Spurlock presented the March 2026 Status Update.

- A. Status Update - March 2026 (Summer Spurlock, City Manager)

11. City Council Discussion/Proposed Agenda Items

(Council members may discuss items on the agenda or suggest items for future agendas. Proposed agenda items may only be discussed by Councilmembers if the Councilmembers do so for proposing that those items be placed on a future agenda). Items not appearing on the agenda may not be deliberated and no votes may be taken during this portion of the agenda. In response to comments from the public, Council may seek a statement of specific factual information or a recitation of existing policy from City Staff pursuant to Section 551.042 of the Texas Open Meetings Act).

Councilmember Spencer requested that reconstruction and extension of Monty Stratton be considered during the upcoming budget discussions.

12. Board and Commission Minutes

- A. Main Street Advisory Board Meeting minutes- January 15, 2026, and February 5, 2026
- B. Substandard Structures Board Meeting Minutes - October 6, 2026
- C. Planning and Zoning Commission Meeting Minutes - February 16, 2026

13. Executive Session

- A. **Section 551.071 (1) & (2)** Consultation with City Attorney on any regular session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items as needed; consultation with City Attorney regarding pending or contemplated litigation, settlement offers, or matters deemed subject to the Code of Professional Responsibility of the State Bar of Texas: *1216 I-30 Real Property; Public Improvements Real Property Purchases and Eminent Domain; Development Study Multi-Use Facility; Greenville Housing Authority suit; Airport Hangar lease; TIRZ Zone #1; FM1570 lift station damage suit; Rios vs. City; 1209 I-30 nuisance action; Mowing IFP #2026-IFB-059; Wildcatter development agreement; Hunt County Emergency Services District #1 petition.*

Section 551.074: Meeting involving the evaluation of a public officer or employee: City Manager, City Attorney, City Secretary, City Judge.

14. Take action on any item discussed in Executive Session

15. Adjourn

The City Council meeting adjourned at 7:41 p.m. by unanimous vote of the Council.

Carla Oldacre, City Secretary

Jerry J. Ransom, Mayor



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 9B

Contact:

Contact Email:

Contact Phone:

Subject: Resolution to revise and extend the Attorney Services Contract

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
2. Planned Approach for Improving Current Water Infrastructure.
3. Strive for Municipal Excellence and Enhance Opportunities for Communication.
4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.
5. Support Public Service, Health, and Safety.
6. Optimize Opportunities at the Airport.
7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 9C

Contact: Robert Burney, Water Plant Superintendent

Contact Email: rburney@ci.greenville.tx.us

Contact Phone: 903-457-3212

Subject: Resolution authorizing release of retainage for completion of the 20" Fusible PVC East Loop transmission waterline in the City's distribution system.(Robert Burney)

1. Background/History:

The current 20" East Loop transmission line is over 30 years old and in need of replacement. A few years ago, this line had a major break in the middle of June which affected approximately half of the City's water supply. Once this occurred the City decided that the replacement of this line should be included in the 2024 Revenue Bond projects.

2. Findings/Current Activity

Insituform Technologies, LLC has submitted a Buyboard Proposal for the East Loop 20" waterline installation utilizing the Local Government Purchasing Cooperative Contract #730-24 administered through BuyBoard. This line will be replaced by 20" DR25 FPVC Pipe which is fusible pipe, the waterline that we are replacing is RCCP pipe. This will ensure longevity and the reliability of this line for many years in the future.

3. Financial Impact/Account No.

Funding for this release of retainage payment shall be provided from Account No. 216-2-000000-20139-0000, in the amount of \$99,067.85

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.

2. Planned Approach for Improving Current Water Infrastructure.

3. Strive for Municipal Excellence and Enhance Opportunities for Communication.

4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.

5. Support Public Service, Health, and Safety.

6. Optimize Opportunities at the Airport.

7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.

8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends the City Council consider authorizing the release of retainage in the amount of (\$101,201.10) for the installation of 20" Fusible PVC pipe for the East Loop transmission line.

RESOLUTION 26-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE RELEASE OF RETAINAGE PAYMENT TO INSTITUFORM TECHNOLOGIES, LLC; FOR COMPLETION OF THE 20" FUSIBLE PVC EAST LOOP TRANSMISSION WATER LINE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the existing 20-inch East Loop transmission waterline, originally constructed over thirty (30) years ago, has experienced deterioration and failure, including a significant break that impacted approximately one-half of the City's water supply; and

WHEREAS, the City Council determined that replacement of the East Loop transmission line was necessary and included the project in the 2024 Revenue Bond Program to improve system reliability and service continuity; and

WHEREAS, Insituform Technologies LLC was selected to perform the installation of a new 20-inch DR25 Fusible PVC (FPVC) waterline through the BuyBoard Cooperative Purchasing Contract No. 730-24; and

WHEREAS, the new FPVC pipe provides enhanced durability, flexibility, and long-term reliability compared to the existing reinforced concrete cylinder pipe (RCCP); and

WHEREAS, the project has reached completion in accordance with the contract documents, and retainage has been held in compliance with standard construction practices; and

WHEREAS, the City Council of the City deem it in the best interest of the citizens approve the release of retainage payment for the 20" fusible PVC east loop transmission water line to Insituform, LLC; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. The City Council hereby approves the release of retainage payment to Insituform Technologies, LLC in the amount of \$101,201.10 for the East Loop 20-inch waterline replacement project.

SECTION 2. Funding is available in Account No 216-2-000000-20139-0000, with a current available balance of Ninety-Nine Thousand Sixty-Seven Dollars and Eighty-Five Cents (\$99,067.85), with any remaining balance to be funded from the appropriate project allocations.

SECTION 3. The City Manager is hereby authorized to execute all necessary documents and take all actions required to effectuate the release of said retainage payment.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are repealed to the extent of conflict only.

SECTION 5. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 6. This Resolution shall be in full force and effect from and after May 12, 2026.

PASSED AND APPROVED, this the 12th day of May 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

May 12, 2026

Agenda Item No. 9D

Contact: Carla Oldacre, City Secretary

Contact Email: coldacre@ci.greenville.tx.us

Contact Phone: (903)457-3121

Subject: Ordinance to revise and extend the City Manager's employment contract

1. Background/History:

The City Manager's was last approved on May 13, 2025 by Ordinance 25-013. The City Manager's Agreement for Professional services and employment was originally approved by Ordinance 18-025 and again by Ordinance 21-042.

2. Findings/Current Activity

Under the terms of the contract, The Agreement shall be for a term of (3) years which began May 13, 2025 and ending on May 12, 2028. On or before the anniversary date of May 13, 2026 the Council shall vote on any extension or revision of this contract from May 12, 2028 to May 12, 2029.

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
2. Planned Approach for Improving Current Water Infrastructure.

3. Strive for Municipal Excellence and Enhance Opportunities for Communication.

4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.
5. Support Public Service, Health, and Safety.
6. Optimize Opportunities at the Airport.
7. Preserve the architecture and green space of current city-owned spaces/facilities while striving for and promoting beautification within the city.
8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

ORDINANCE NO. 26-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, EXTENDING AN EMPLOYMENT AGREEMENT WITH SUMMER A. SPURLOCK AS CITY MANAGER FOR THE CITY OF GREENVILLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 12, 2018, by Ordinance 18-025, the City Council entered into an Agreement for Professional Services and Employment with Summer A. Spurlock as City Manager for the City of Greenville for an initial contract term of three years; and

WHEREAS, the City Manager Agreement is hereby approved and entered into effective the 12th day of May 2026, by and between the City of Greenville, Texas, a Texas municipal corporation and Summer Spurlock.

WHEREAS, the term of the Agreement shall be for a term of 3 years beginning on May 12, 2026, (the "Commencement Date") and ending on May 12, 2029, provided, however, that the term of this Agreement shall be subject to earlier termination as defined and set forth in Section 6 below at the pleasure of the Council. On or before the Anniversary Date of May 12, 2027, the Council shall vote on whether to extend the existing termination date of this Contract from May 12, 2029, to May 12, 2030. This vote shall be made pursuant to the rules in the City Charter and shall be a simple majority vote. The Council shall make a similar vote on or before the Anniversary Date to either extend the contract to an additional year or as amended by the City Council to keep the then-existing termination date.
; and

WHEREAS, the City Council deems it in the best interest of the citizens of Greenville to extend the Agreement for Professional Services and Employment with Summer A. Spurlock.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Greenville, Texas hereby extends the Agreement for Professional Services and Employment with Summer A. Spurlock as City Manager for the City of Greenville originally authorized by Ordinance 18-025 and Ordinance 21-042 and again by Ordinance 25-013 for a term of three (3) years.

SECTION 2. The City Council shall make a similar vote each year on or before the Anniversary Date (May 12 of each year) to either extend the contract an additional year or to keep the then-existing termination date.

SECTION 3. This Ordinance shall take effect and be in full force on the 12th day of May 2026, **AND IT IS SO ORDAINED.**

PASSED AND APPROVED, this the 12th day of May 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney