



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
Larry P. Davis	Place 4
Ben Collins	Place 5
Kenneth Freeman	Place 6

Regular Session Agenda
07/14/2026
6:00 PM

1. Call to Order

2. Invocation

A. Pastor Reggie Fulenwider, New Beginnings Church

3. Pledge of Allegiance

4. Presentations

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 authorizing a contract for the installation of approximately 37,076 LF of 36" Fusible PVC pipe for the Dual Raw Water Gravity Main and approximately 6,534 LF of 24" Fusible PVC Pipe for the Ridgecrest Road Transmission Main Replacement Line. (Summer Spurlock, City Manager)

8. Resolutions

A. Consideration and action on a resolution authorizing the City Manager to execute a Mowing and Baling Services Agreement with Monday Grave Services for the mowing and removal of hay bales from three (3) City-owned parcels on the north side of

downtown Greenville (Hunt CAD Property IDs 73664, 73659, and 73658, approximately 48 acres in the aggregate); authorizing a limited and conditional exemption from the City's maximum-grass-height ordinance for such parcels during the term of the Agreement; making related public-purpose findings; and providing for related matters. *(Brett Quarles, Director of Parks and Recreation)*

- B. Consideration and action on a resolution authorizing an agreement with Tixr, Inc. to provide ticketing services for the Greenville Municipal Auditorium. *(Micah McBay, Director of Community Engagement)*
- C. Consideration and action on a resolution authorizing the submission of an application to the Texas Water Development Board (TWDB) requesting financial assistance and authorizing the City Manager, or their designee, to act on behalf of the City in all matters related to the application. *(Summer Spurlock, City Manager)*
- D. Consideration and action on a resolution approving a Multiple Use Agreement (MUA) with Texas Department of Transportation (TxDOT) to install a 190' flagpole and Texas flag located at the northwestern intersection of IH-30 and Wesley Street (Highway 34) and authorize the City Manager to execute the MUA. *(Summer Spurlock, City Manager)*
- E. Consideration and action on a resolution approving a contract with US Flag & Flagpole Supply to install a 190' flagpole and Texas flag located at the northwestern intersection of IH-30 and Wesley Street (Highway 34). *(Summer Spurlock, City Manager)*
- F. Consideration and action on a resolution approving a Street Lighting Service Agreement with ONCOR Electric Delivery Company LLC *(Summer Spurlock, City Manager)*

9. Consent Calendar

- A. City Council Meeting Minutes - June 23, 2026
- B. Resolution reappointing a member to serve on the Texas Municipal Power Agency (TMPA) Board of Directors. *(Summer Spurlock, City Manager)*
- C. Resolution appointing/reappointing members to the Airport Advisory Board. *(Mayor Ransom)*
- D. Consideration and action on a resolution authorizing release of retainage of 1% for completion of the installation of approximately 20 miles (105,640 LF) of 36" Fusible PVC pipe for the Raw Water line and Lake Tawakoni Raw Water Intake Parallel Header. *(Robert Burney, Water Treatment Plant Superintendent)*

10. City Staff/City Council Reports

- A. Wildcatter Development Presentation

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

A. Main Street Advisory Board Meeting Minutes - April 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 presentation, Greenville Housing Authority suit and CAD appeal; Airport Hangar lease; FM1570 lift station damage suit; Rios vs. City; Altura Annexation request HWY. 1570; Animal Shelter rates; "Texas Women's Privacy Act"; Ordinance 25-027.*

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@greenvilletx.gov 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



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 7A

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on an ordinance authorizing a contract for the installation of approximately 37,076 LF of 36" Fusible PVC pipe for the Dual Raw Water Gravity Main and approximately 6,534 LF of 24" Fusible PVC Pipe for the Ridgecrest Road Transmission Main Replacement Line.*(Summer Spurlock, City Manager)*

1. Background/History:

Dual 36" Raw Water Gravity Main:

The City Council made the decision in 2021 to sell Certificates of Obligations in the amount of \$50 million for the replacement of the Raw Water Line which is the City's only source of water. On March 22, 2022, City Council approved the purchase of 5 miles (26,400 LF) of 36" Fusible PVC pipe for the raw water line for a fixed price of \$11,480,040.00. On February 7, 2023, City Council approved the purchase of 10 miles (48,600 LF) of 36" Fusible PVC pipe for the raw water line for a fixed price of \$21,133,710. On September 12, 2023, City Council approve the purchase of 5 miles (26,400 LF) of 36" Fusible PVC pipe for the raw water line for a fixed price of \$13,022,000. On December 10, 2024 City Council authorized the purchase of 8,750 of fusible pipe so that the new raw water line would connect to the new South Water Treatment Plant and also connect to the North Water Treatment Plant.

Ridgecrest Road Transmission Main Replacement Line:

The Industrial Zone, also known as the High Zone, is provided pressure by a 500,000-gallon elevated water storage tank at a hydraulic grade line of 745' MSL (Mean Sea Level). The elevated tank receives water from the Industrial Pump Station at an approximate rate of 1,200 gallons per minute (1.7 million gallons per day). The Zone serves approximately 150 customers, primarily industrial and commercial users. Additionally, the City of Caddo Mills receives its wholesale water through this Zone. Greenville's current wholesale water contract with Caddo Mills allows a maximum purchase rate of 600 gallons per minute, or roughly 1.0 million gallons per day.

According to the Caddo Mills Comprehensive Plan (adopted March 2023), new development within the community has the potential to add 13,471 new residents (5,128 new units) within the city limits and the immediate vicinity. The comprehensive plan projects population growth in a linear progression of approximately 3,500 new

residents every ten years. For this analysis, we have increased the population growth rate to approximately 6,750 new residents every ten years.

The City of Greenville is also expecting an influx of new residential development over the next several years. During the development of the 2021 Water Distribution Master Plan, data at the time indicated approximately 4,300 new units are planned to be added within the city limits in the near future. In addition to this residential growth, commercial usage is also expected to increase. The City of Greenville is preparing for new commercial users at a rate of 5 million gallons per day within the Industrial Zone over the next couple of years. These estimated future water demands have been incorporated into the City's hydraulic model to evaluate future infrastructure needs.

2. Findings/Current Activity

Dual 36" Raw Water Gravity Main:

Staff has been working with the consultant Bartlett and West, and it was decided that it would be in the best interest of the City to connect the City's current reservoirs to the new water treatment plant, as well as connect the future reservoirs to both the current and the new water treatment plant.

A dual 36" fusible PVC pipeline from reservoir #5 to the new south water treatment plant along the existing easement for a portion of the project and new easement running in front of the wastewater treatment plant into the south water treatment plant site, will be approximately 37,076 ft. (7.02 miles).

City Council approved the pre-purchase of the 36" Dual Raw Water Line pipe on December 9, 2025.

Ridgecrest Road Transmission Main Replacement Line:

Replacing the existing 14-inch transmission main along Ridgecrest Road

- Stretching from Wellington Street to Highway 66
- Replacing with a 24-inch ductile iron pipe

- Total - 20,520 LF of 24" DR25 Fusible PVC (45' sticks. Quantity rounded to full stick length)
- Total - 3,420 LF of 24" DR18 Fusible PVC (45' sticks. Quantity rounded to full stick length)
- Total - 11,610 of 30" DR18 Fusible PVC (45' sticks. Quantity rounded to full stick length)
- Summary of pipe quantities for each specific project noted below:

24" Ridgecrest (Pipe Only):

6,231 LF of 24" DR18/DR25 Fusible PVC by Open-Cut (per Lee/Bartlett & West, 112 LF DR18 and 6,119 LF DR25)

303 LF of 24" DR18 Fusible PVC inside Steel Casing. City Council approved the

DUAL GRAVITY MAIN AND RIDGECREST V
BIDDING SCORING TABLE

			Low Bid Price	\$14,224,235.00	
	Max Score	Belt Construction	Harper Bros	MH Civil	Mountain
Bid Price	40	\$16,566,550.00	\$17,497,469.00	\$15,053,560.00	\$14,224,235.00
		34.34	32.52	37.80	40.00
Qualifications	45				
Evaluator 1		40	41	44	4
Evaluator 2		35	30	45	3
Evaluator 3		40	41	45	4
Evaluator 4		43	44	45	4
Evaluator 5					
Evaluator 6					
Evaluator 7					
Evaluator 8					
Average Score		39.50	39.00	44.75	38.00
Safety	5				
Evaluator 1		4.5	4	5	5
Evaluator 2		5	5	5	5
Evaluator 3		4.5	4.5	5	4
Evaluator 4		4	5	5	4
Evaluator 5					
Evaluator 6					
Evaluator 7					
Evaluator 8					
Average Score		4.50	4.63	5.00	4.63
Construction Time	10	280	360	360	350
		10.00	7.78	7.78	8.00
Total Score	100	88.34	83.92	95.32	91.00

Funds are available in PW 2405 for the Ridgecrest Road Transmission Main Replacement Line, for which bonds were sold in 2024, and in PW 2622 for the Dual 36" Raw Water Gravity Main, which bonds were sold in 2026.

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 an agreement between MH Civil Constructors, Inc. for the installation of approximately 37,076 LF of 36" Fusible PVC pipe for the Dual Raw Water Gravity Main and approximately 6,534 LF of 24" Fusible PVC Pipe for the Ridgecrest Road Transmission Main Replacement Line at a cost of \$15,053,560 (\$13,016,934-Dual 36", and \$2,036,626-24" Ridgecrest).

DUAL GRAVITY MAIN AND RIDGE
BIDDING SCORING

			Low Bid Price	\$14,224,235.00
	Max Score	Belt Construction	Harper Bros	MH Civil
Bid Price	40	\$16,566,550.00	\$17,497,469.00	\$15,053,560.00
		34.34	32.52	37.80
Qualifications	45			
Evaluator 1		40	41	44
Evaluator 2		35	30	45
Evaluator 3		40	41	45
Evaluator 4		43	44	45
Evaluator 5				
Evaluator 6				
Evaluator 7				
Evaluator 8				
Average Score		39.50	39.00	44.75
Safety	5			
Evaluator 1		4.5	4	5
Evaluator 2		5	5	5
Evaluator 3		4.5	4.5	5
Evaluator 4		4	5	5
Evaluator 5				
Evaluator 6				
Evaluator 7				
Evaluator 8				
Average Score		4.50	4.63	5.00
Construction Time	10	280	360	360
		10.00	7.78	7.78
Total Score	100	88.34	83.92	95.32

CREST WATER MAIN

TABLE

	Low Calendar Days	280
Mountain Cascade	Wester Municipal	
\$14,224,235.00	\$16,246,180.00	
40.00	35.02	
42	38	
30	25	
41	40	
42	42	
38.75	36.25	
5	4.5	
5	5	
4.5	4.5	
4	4	
4.63	4.50	
350	323	
8.00	8.67	
91.38	84.44	

BID PROPOSAL
FOR

Dual Gravity and Ridgecrest Water Main

				BELT		HARBER BROS		MH CIVIL		MOUNTAIN
Item	Description	Unit	Quantity	Price	Amount	Price	Amount	Price	Amount	Price
1	Mobilization, Bonds, Insurance, Permits	LS	1	\$1,000,000.00	\$1,000,000.00	\$315,000.00	\$315,000.00	\$113,000.00	\$113,000.00	\$520,876.00
2	Trench Safety Systems	LF	37,076	\$1.00	\$37,076.00	\$1.00	\$37,076.00	\$1.00	\$37,076.00	\$1.00
3	Submittals & Project Closeout	LS	1	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$2,000.00
4	Construction Staking	LS	1	\$100,000.00	\$100,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$100,000.00
5	Railroad Flagger	DAYS	10	\$10,000.00	\$100,000.00	\$4,000.00	\$40,000.00	\$6,000.00	\$60,000.00	\$5,000.00
6	Install 36" DR25, C900 Fusible PVC Pipe, Complete	LF	37,076	\$96.00	\$3,559,296.00	\$60.00	\$2,224,560.00	\$108.00	\$4,004,208.00	\$67.00
7	Pipe Fusion - 36" DR25, C900 Fusible PVC Pipe, Complete	LF	37,076	\$95.00	\$3,522,220.00	\$129.00	\$4,782,804.00	\$45.00	\$1,668,420.00	\$60.00
8	36" Horizontal Directional Drilling	LF	2,020	\$616.00	\$1,244,320.00	\$1,000.00	\$2,020,000.00	\$360.00	\$727,200.00	\$737.00
9	Connect to Existing 36" PVC	EA	2	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00	\$20,000.00	\$40,000.00	\$10,000.00
10	36" Butterfly Valve and Vault, complete	EA	2	\$94,000.00	\$188,000.00	\$110,000.00	\$220,000.00	\$103,000.00	\$206,000.00	\$75,000.00
11	36" 90 Bend	EA	5	\$12,000.00	\$60,000.00	\$12,471.00	\$62,355.00	\$20,000.00	\$100,000.00	\$13,000.00
12	36" 45 Bend	EA	12	\$12,000.00	\$144,000.00	\$10,811.00	\$129,732.00	\$17,000.00	\$204,000.00	\$11,500.00
13	36" 22 1/2 Bend	EA	4	\$11,000.00	\$44,000.00	\$9,835.00	\$39,340.00	\$16,000.00	\$64,000.00	\$10,500.00
14	36" 11 1/4 Bend	EA	2	\$11,000.00	\$22,000.00	\$9,576.00	\$19,152.00	\$10,000.00	\$20,000.00	\$10,200.00
15	CAV Vault, Complete	EA	16	\$34,000.00	\$544,000.00	\$59,800.00	\$956,800.00	\$67,000.00	\$1,072,000.00	\$45,000.00
16	Dual Pipeline Drain Valve Assembly, Complete	EA	8	\$93,000.00	\$744,000.00	\$110,000.00	\$880,000.00	\$94,000.00	\$752,000.00	\$95,000.00
17	40" Dia. 6,000' Min. Wall Bored & Jacked Steel Casing and appurtenances, Complete	LF	1480	\$1,000.00	\$1,480,000.00	\$1,250.00	\$1,850,000.00	\$1,500.00	\$2,220,000.00	\$1,200.00
18	40" Dia. 6,000' Min. Wall Bored & Jacked Steel Casing and appurtenances, Complete	LF	720	\$1,000.00	\$720,000.00	\$1,340.00	\$964,800.00	\$1,500.00	\$1,080,000.00	\$1,250.00
19	36" MJ Solid Sleeve	EA	20	\$10,000.00	\$200,000.00	\$14,050.00	\$281,000.00	\$16,000.00	\$320,000.00	\$10,000.00
20	Buoyancy Restraint, Complete	LF	100	\$75.00	\$7,500.00	\$650.00	\$65,000.00	\$320.00	\$32,000.00	\$95.00
21	Over excavation with Type A Backfill, Complete	CY	200	\$80.00	\$16,000.00	\$225.00	\$45,000.00	\$320.00	\$64,000.00	\$115.00
22	Tracer Wire	LF	38,100	\$1.00	\$38,100.00	\$0.23	\$8,763.00	\$0.30	\$11,430.00	\$0.30
23	Tracer Wire Test Station, Complete	EA	53	\$75.00	\$3,975.00	\$100.00	\$5,300.00	\$1,200.00	\$63,600.00	\$300.00
24	Erosion Control	LS	1	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$140,000.00
25	Seedbed Preparation & Seeding	AC	30	\$2,500.00	\$75,000.00	\$2,400.00	\$72,000.00	\$1,200.00	\$36,000.00	\$1,800.00
26	Temporary Fence	LF	3800	\$6.00	\$22,800.00	\$4.00	\$15,200.00	\$20.00	\$76,000.00	\$10.00
Total Dual Gravity Main					\$13,967,288.00		\$15,128,882.00		\$13,016,934.00	
27	MOBILIZATION, BONDS, INSURANCE, PERMITS	LS	1	\$160,000.00	\$160,000.00	\$50,000.00	\$50,000.00	\$90,000.00	\$90,000.00	\$120,000.00
28	TRENCH SAFETY SYSTEMS	LF	6,476	\$1.00	\$6,476.00	\$1.00	\$6,476.00	\$3.00	\$19,428.00	\$1.00
29	SUBMITTALS & PROJECT CLOSEOUT	LS	1	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$1,500.00
30	CONSTRUCTION STAKING	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$25,000.00
31	RAILROAD NOTIFICATION, APPLICATION AND PROTECTIVE LIABILITY INSURANCE	LS	1	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$2,500.00
32	RAILROAD FLAGGER	LS	1	\$70,000.00	\$70,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$25,000.00
33	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$8,000.00
34	EROSION CONTROL	LS	1	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$20,000.00
35	INSTALL OWNER PROVIDED 24" FUSIBLE PVC (DR-25, AWWA C-900) BY OPEN CUT	LF	6,119	\$100.00	\$611,900.00	\$95.00	\$581,305.00	\$90.00	\$550,710.00	\$69.00
36	INSTALL OWNER PROVIDED 24" FUSIBLE PVC (DR-18, AWWA C-900) BY OPEN CUT	LF	112	\$180.00	\$20,160.00	\$95.00	\$10,640.00	\$90.00	\$10,080.00	\$75.00
37	INSTALL OWNER PROVIDED 24" FUSIBLE PVC (DR-18, AWWA C-900) INSIDE 20' WATER TRENCH BY OTTERB	LF	220	\$108.00	\$23,760.00	\$160.00	\$35,200.00	\$70.00	\$15,400.00	\$50.00
38	FUSIBLE PVC (DR-18, AWWA C-900) INSIDE 20' WATER TRENCH BY OTTERB	LF	83	\$142.00	\$11,786.00	\$211.00	\$17,513.00	\$70.00	\$5,810.00	\$55.00
39	INSIDE 20' WATER TRENCH BY OTTERB MIN. WALL THICKNESS), BORED & JACKED WITH APPURTENANCES	LF	220	\$1,000.00	\$220,000.00	\$996.00	\$219,120.00	\$625.00	\$137,500.00	\$950.00
40	INSIDE 20' WATER TRENCH BY OTTERB MIN. WALL THICKNESS), BY OPEN CUT WITH APPURTENANCES	LF	83	\$550.00	\$45,650.00	\$354.00	\$29,382.00	\$430.00	\$35,690.00	\$700.00
41	PIPE FUSION - 24" FUSIBLE PVC (DR-25, AWWA C-900), COMPLETE	LF	6,119	\$110.00	\$673,090.00	\$85.00	\$520,115.00	\$45.00	\$275,355.00	\$45.00
42	PIPE FUSION - 24" FUSIBLE PVC (DR-18, AWWA C-900), COMPLETE	LF	415	\$42.00	\$17,430.00	\$85.00	\$35,275.00	\$45.00	\$18,675.00	\$45.00
43	FLOWABLE FILL ENCASEMENT OF 24" FUSIBLE PVC PIPE	LF	230	\$80.00	\$18,400.00	\$284.00	\$65,320.00	\$10.00	\$2,300.00	\$90.00
44	FORMWORK FOR ALL 12" PVC WATER LINE (DR-18-AWWA C-900) BY OPEN CUT	LF	8	\$1,000.00	\$8,000.00	\$607.00	\$4,856.00	\$120.00	\$960.00	\$250.00
45	FORMWORK AND INSTALL 12" PVC WATER LINE (DR-18-AWWA C-900) BY OPEN CUT	LF	22	\$800.00	\$17,600.00	\$373.00	\$8,206.00	\$95.00	\$2,090.00	\$120.00

46	FURNISH AND INSTALL 10' PVC WATER LINE (DR-18-AWWA C-900) BY	LF	14	\$600.00	\$8,400.00	\$342.00	\$4,788.00	\$80.00	\$1,120.00	\$105.00
47	FURNISH AND INSTALL 6' PVC WATER LINE (DR-18-AWWA C-900) BY OPEN	LF	78	\$500.00	\$39,000.00	\$330.00	\$25,740.00	\$60.00	\$4,680.00	\$55.00
48	FURNISH AND INSTALL 6' PVC WATER LINE (DR-18-AWWA C-900) BY OPEN	LF	16	\$400.00	\$6,400.00	\$281.00	\$4,496.00	\$40.00	\$640.00	\$50.00
49	FURNISH AND INSTALL 2' PVC WATER LINE (DR-18-AWWA C-900) BY OPEN	LF	24	\$200.00	\$4,800.00	\$146.00	\$3,504.00	\$15.00	\$360.00	\$35.00
50	24"x24" TEE AND BLOCK	EA	3	\$11,000.00	\$33,000.00	\$10,216.00	\$30,648.00	\$7,000.00	\$21,000.00	\$15,000.00
51	24"x12" TEE AND BLOCK	EA	2	\$4,600.00	\$9,200.00	\$3,956.00	\$7,912.00	\$6,000.00	\$12,000.00	\$13,700.00
52	24"x10" TEE AND BLOCK	EA	2	\$5,000.00	\$10,000.00	\$4,317.00	\$8,634.00	\$7,000.00	\$14,000.00	\$13,500.00
53	24"x8" TEE AND BLOCK	EA	1	\$4,000.00	\$4,000.00	\$3,537.00	\$3,537.00	\$5,000.00	\$5,000.00	\$13,200.00
54	24"x6" TEE AND BLOCK	EA	3	\$4,000.00	\$12,000.00	\$3,484.00	\$10,452.00	\$5,000.00	\$15,000.00	\$8,000.00
55	24" X 24" X 8" X 8" CROSS	EA	1	\$4,600.00	\$4,600.00	\$4,564.00	\$4,564.00	\$6,000.00	\$6,000.00	\$22,000.00
56	24" X 24" X 6" X 6" CROSS	EA	1	\$4,400.00	\$4,400.00	\$4,394.00	\$4,394.00	\$6,000.00	\$6,000.00	\$20,000.00
57	24" 45 DEGREE BEND AND BLOCK	EA	3	\$6,000.00	\$18,000.00	\$7,996.00	\$23,988.00	\$4,000.00	\$12,000.00	\$6,800.00
58	24" 22-1/2 DEGREE BEND AND BLOCK	EA	4	\$3,500.00	\$14,000.00	\$3,270.00	\$13,080.00	\$4,000.00	\$16,000.00	\$6,400.00
59	24" 11-1/4 DEGREE BEND AND BLOCK	EA	13	\$3,300.00	\$42,900.00	\$3,153.00	\$40,989.00	\$1,000.00	\$13,000.00	\$6,200.00
60	8" 90 DEGREE BEND AND BLOCK	EA	1	\$2,000.00	\$2,000.00	\$474.00	\$474.00	\$50,000.00	\$50,000.00	\$2,400.00
61	8" 45 DEGREE BEND AND BLOCK	EA	1	\$2,000.00	\$2,000.00	\$430.00	\$430.00	\$600.00	\$600.00	\$1,900.00
62	6" 45 DEGREE BEND AND BLOCK	EA	3	\$1,800.00	\$5,400.00	\$308.00	\$924.00	\$200.00	\$600.00	\$1,500.00
63	2" 45 DEGREE BEND AND BLOCK	EA	2	\$1,500.00	\$3,000.00	\$39.00	\$78.00	\$600.00	\$1,200.00	\$200.00
64	24"x14" REDUCER	EA	1	\$5,800.00	\$5,800.00	\$4,325.00	\$4,325.00	\$6,000.00	\$6,000.00	\$6,500.00
65	24"x12" REDUCER	EA	2	\$3,800.00	\$7,600.00	\$2,374.00	\$4,748.00	\$3,000.00	\$6,000.00	\$3,800.00
66	6"x2" REDUCER	EA	2	\$1,600.00	\$3,200.00	\$197.00	\$394.00	\$400.00	\$800.00	\$1,200.00
67	14" PLUG	EA	4	\$2,000.00	\$8,000.00	\$554.00	\$2,216.00	\$1,000.00	\$4,000.00	\$1,600.00
68	14" COUPLING	EA	1	\$3,300.00	\$3,300.00	\$1,932.00	\$1,932.00	\$2,000.00	\$2,000.00	\$1,800.00
69	12" COUPLING	EA	4	\$2,000.00	\$8,000.00	\$805.00	\$3,220.00	\$1,000.00	\$4,000.00	\$1,700.00
70	10" COUPLING	EA	2	\$1,800.00	\$3,600.00	\$988.00	\$1,976.00	\$900.00	\$1,800.00	\$1,500.00
71	8" COUPLING	EA	2	\$600.00	\$1,200.00	\$746.00	\$1,492.00	\$600.00	\$1,200.00	\$1,200.00
72	2" COUPLING	EA	2	\$200.00	\$400.00	\$80.00	\$160.00	\$200.00	\$400.00	\$200.00
73	24" BUTTERFLY VALVE AND BOX, COMPLETE	EA	7	\$12,000.00	\$84,000.00	\$22,000.00	\$154,000.00	\$28,000.00	\$196,000.00	\$25,000.00
74	12" GATE VALVE AND BOX, COMPLETE	EA	1	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$7,800.00
75	10" GATE VALVE AND BOX, COMPLETE	EA	1	\$4,000.00	\$4,000.00	\$6,100.00	\$6,100.00	\$6,000.00	\$6,000.00	\$7,600.00
76	8" GATE VALVE AND BOX, COMPLETE	EA	3	\$3,000.00	\$9,000.00	\$3,300.00	\$9,900.00	\$4,000.00	\$12,000.00	\$5,600.00
77	6" GATE VALVE AND BOX, COMPLETE	EA	3	\$2,500.00	\$7,500.00	\$2,100.00	\$6,300.00	\$3,000.00	\$9,000.00	\$4,700.00
78	FIRE HYDRANT ASSEMBLY, COMPLETE	EA	3	\$10,000.00	\$30,000.00	\$15,000.00	\$45,000.00	\$7,000.00	\$21,000.00	\$8,000.00
79	CONNECT TO EXISTING 14" MAIN	EA	1	\$2,500.00	\$2,500.00	\$4,700.00	\$4,700.00	\$9,000.00	\$9,000.00	\$10,000.00
80	CONNECT TO EXISTING 12" MAIN	EA	4	\$2,200.00	\$8,800.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$6,800.00
81	CONNECT TO EXISTING 10" MAIN	EA	2	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$2,400.00
82	CONNECT TO EXISTING 8" MAIN	EA	2	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$1,800.00
83	CONNECT TO EXISTING 2" MAIN	EA	2	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$1,000.00	\$2,000.00	\$1,500.00
84	4" BLOWOFF VALVE ASSEMBLY, COMPLETE	EA	2	\$8,000.00	\$16,000.00	\$16,800.00	\$33,600.00	\$16,000.00	\$32,000.00	\$12,500.00
85	2" AIR RELEASE VALVE ASSEMBLY, COMPLETE	EA	4	\$3,900.00	\$15,600.00	\$8,200.00	\$32,800.00	\$16,000.00	\$64,000.00	\$11,500.00
86	REMOVE AND ABANDON EX. 14" ASBESTOS CONCRETE WATER LINE IN PLACE, COMPLETE	LF	6,096	\$1.00	\$6,096.00	\$3.00	\$18,288.00	\$3.00	\$18,288.00	\$25.00
87	REMOVE EX. 14" ASBESTOS CONCRETE WATER PIPE (14"), INCLUDING ALL REQUIRED ASBESTOS ABATEMENT	LF	290	\$200.00	\$58,000.00	\$130.00	\$37,700.00	\$164.00	\$47,560.00	\$70.00
88	REMOVE AND RELOCATE WATER METER AND VAULT	EA	1	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00	\$7,000.00
89	REMOVE AND SALVAGE FIRE HYDRANT ASSEMBLY	EA	3	\$500.00	\$1,500.00	\$4,600.00	\$13,800.00	\$2,000.00	\$6,000.00	\$600.00
90	REMOVE EX. 6" WATER VALVE, COMPLETE	EA	3	\$200.00	\$600.00	\$340.00	\$1,020.00	\$1,200.00	\$3,600.00	\$400.00
91	REMOVE EX. 14" WATER VALVE, COMPLETE	EA	3	\$2,000.00	\$6,000.00	\$675.00	\$2,025.00	\$2,000.00	\$6,000.00	\$500.00
92	REMOVE EX. 2" AIR RELEASE VALVE AND APPURTENANCES, COMPLETE	EA	3	\$200.00	\$600.00	\$1,100.00	\$3,300.00	\$4,000.00	\$12,000.00	\$400.00
93	TRACER WIRE	LF	6,600	\$1.00	\$6,600.00	\$0.23	\$1,518.00	\$0.28	\$1,848.00	\$0.30
94	TRACER WIRE TEST STATION, COMPLETE	EA	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$1,000.00	\$15,000.00	\$300.00
95	WATER LINE TESTING AND STERILIZATION	LF	6,696	\$3.00	\$20,088.00	\$3.00	\$20,088.00	\$2.00	\$13,392.00	\$3.00

96	REMOVE AND RE-CONSTRUCT CONCRETE FLUME	SY	5	\$150.00	\$750.00	\$500.00	\$2,500.00	\$200.00	\$1,000.00	\$215.00
97	REMOVE AND RE-INSTALL PUMP STATION CHAIN LINK FENCING AND GATES	LF	92	\$85.00	\$7,820.00	\$125.00	\$11,500.00	\$100.00	\$9,200.00	\$88.00
98	REMOVE AND RELOCATE EX. CHAIN LINK FENCING	LF	135	\$85.00	\$11,475.00	\$85.00	\$11,475.00	\$100.00	\$13,500.00	\$80.00
99	4' WIDE ASPHALT PVT TRENCH REPAIR	LF	44	\$70.00	\$3,080.00	\$230.00	\$10,120.00	\$160.00	\$7,040.00	\$150.00
100	CONCRETE CURB & GUTTER REPAIR	LF	10	\$100.00	\$1,000.00	\$125.00	\$1,250.00	\$80.00	\$800.00	\$55.00
101	POWER POLE BRACING	EA	8	\$1,500.00	\$12,000.00	\$2,000.00	\$16,000.00	\$2,000.00	\$16,000.00	\$2,500.00
102	SEEDING, FERTILIZING, AND WATERING	AC	5.25	\$2,800.00	\$14,700.00	\$2,400.00	\$12,600.00	\$1,200.00	\$6,300.00	\$1,800.00
Total Ridgecrest Main					\$2,599,262.00		\$2,368,587.00		\$2,036,626.00	
GRAND TOTAL					\$16,566,550.00		\$17,497,469.00		\$15,053,560.00	

N CASCADE	WESTERN MUNICIPAL	
Amount	Price	Amount
\$520,876.00	\$650,000.00	\$650,000.00
\$37,076.00	\$2.00	\$74,152.00
\$2,000.00	\$15,000.00	\$15,000.00
\$100,000.00	\$95,000.00	\$95,000.00
\$50,000.00	\$4,500.00	\$45,000.00
\$2,484,092.00	\$83.00	\$3,077,308.00
\$2,224,560.00	\$97.00	\$3,596,372.00
\$1,488,740.00	\$728.00	\$1,470,560.00
\$20,000.00	\$17,000.00	\$34,000.00
\$150,000.00	\$125,000.00	\$250,000.00
\$65,000.00	\$16,500.00	\$82,500.00
\$138,000.00	\$14,500.00	\$174,000.00
\$42,000.00	\$13,500.00	\$54,000.00
\$20,400.00	\$13,000.00	\$26,000.00
\$720,000.00	\$55,000.00	\$880,000.00
\$760,000.00	\$92,000.00	\$736,000.00
\$1,776,000.00	\$1,150.00	\$1,702,000.00
\$900,000.00	\$1,200.00	\$864,000.00
\$200,000.00	\$13,000.00	\$260,000.00
\$9,500.00	\$300.00	\$30,000.00
\$23,000.00	\$150.00	\$30,000.00
\$11,430.00	\$0.30	\$11,430.00
\$15,900.00	\$300.00	\$15,900.00
\$140,000.00	\$70,000.00	\$70,000.00
\$54,000.00	\$3,500.00	\$105,000.00
\$38,000.00	\$10.00	\$38,000.00
\$11,990,574.00		\$14,386,222.00
\$120,000.00	\$85,000.00	\$85,000.00
\$6,476.00	\$2.00	\$12,952.00
\$1,500.00	\$15,000.00	\$15,000.00
\$25,000.00	\$19,000.00	\$19,000.00
\$2,500.00	\$4,500.00	\$4,500.00
\$25,000.00	\$70,000.00	\$70,000.00
\$8,000.00	\$10,000.00	\$10,000.00
\$20,000.00	\$20,000.00	\$20,000.00
\$422,211.00	\$50.00	\$305,950.00
\$8,400.00	\$53.00	\$5,936.00
\$11,000.00	\$53.00	\$11,660.00
\$4,565.00	\$53.00	\$4,399.00
\$209,000.00	\$950.00	\$209,000.00
\$58,100.00	\$300.00	\$24,900.00
\$275,355.00	\$57.00	\$348,783.00
\$18,675.00	\$57.00	\$23,655.00
\$20,700.00	\$140.00	\$32,200.00
\$2,000.00	\$200.00	\$1,600.00
\$2,640.00	\$200.00	\$4,400.00

\$1,470.00	\$200.00	\$2,800.00
\$4,290.00	\$200.00	\$15,600.00
\$800.00	\$200.00	\$3,200.00
\$840.00	\$200.00	\$4,800.00
\$45,000.00	\$10,000.00	\$30,000.00
\$27,400.00	\$5,300.00	\$10,600.00
\$27,000.00	\$5,700.00	\$11,400.00
\$13,200.00	\$4,800.00	\$4,800.00
\$24,000.00	\$4,800.00	\$14,400.00
\$22,000.00	\$6,000.00	\$6,000.00
\$20,000.00	\$6,000.00	\$6,000.00
\$20,400.00	\$4,700.00	\$14,100.00
\$25,600.00	\$4,500.00	\$18,000.00
\$80,600.00	\$4,500.00	\$58,500.00
\$2,400.00	\$1,300.00	\$1,300.00
\$1,900.00	\$1,300.00	\$1,300.00
\$4,500.00	\$1,300.00	\$3,900.00
\$400.00	\$800.00	\$1,600.00
\$6,500.00	\$5,700.00	\$5,700.00
\$7,600.00	\$3,500.00	\$7,000.00
\$2,400.00	\$1,000.00	\$2,000.00
\$6,400.00	\$1,500.00	\$6,000.00
\$1,800.00	\$2,200.00	\$2,200.00
\$6,800.00	\$1,600.00	\$6,400.00
\$3,000.00	\$1,500.00	\$3,000.00
\$2,400.00	\$1,400.00	\$2,800.00
\$400.00	\$800.00	\$1,600.00
\$175,000.00	\$20,000.00	\$140,000.00
\$7,800.00	\$5,000.00	\$5,000.00
\$7,600.00	\$4,500.00	\$4,500.00
\$16,800.00	\$3,000.00	\$9,000.00
\$14,100.00	\$2,200.00	\$6,600.00
\$24,000.00	\$8,500.00	\$25,500.00
\$10,000.00	\$3,000.00	\$3,000.00
\$27,200.00	\$3,000.00	\$12,000.00
\$4,800.00	\$3,000.00	\$6,000.00
\$3,600.00	\$2,500.00	\$5,000.00
\$3,000.00	\$2,000.00	\$4,000.00
\$25,000.00	\$15,000.00	\$30,000.00
\$46,000.00	\$7,000.00	\$28,000.00
\$152,400.00	\$3.00	\$18,288.00
\$20,300.00	\$25.00	\$7,250.00
\$7,000.00	\$6,500.00	\$6,500.00
\$1,800.00	\$500.00	\$1,500.00
\$1,200.00	\$500.00	\$1,500.00
\$1,500.00	\$500.00	\$1,500.00
\$1,200.00	\$500.00	\$1,500.00
\$1,980.00	\$0.30	\$1,980.00
\$4,500.00	\$100.00	\$1,500.00
\$20,088.00	\$5.00	\$33,480.00

\$1,075.00	\$200.00	\$1,000.00
\$8,096.00	\$50.00	\$4,600.00
\$10,800.00	\$50.00	\$6,750.00
\$6,600.00	\$250.00	\$11,000.00
\$550.00	\$110.00	\$1,100.00
\$20,000.00	\$1,200.00	\$9,600.00
\$9,450.00	\$3,500.00	\$18,375.00
\$2,233,661.00		\$1,859,958.00

\$14,224,235.00	\$16,246,180.00
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ORDINANCE 26-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A CONTRACT WITH MH CIVIL CONSTRUCTORS, INC. FOR THE INSTALLATION OF APPROXIMATELY 37,076 LINEAR FEET OF 36-INCH FUSIBLE PVC PIPE FOR THE DUAL RAW WATER GRAVITY MAIN AND APPROXIMATELY 6,534 LINEAR FEET OF 24-INCH FUSIBLE PVC PIPE FOR THE RIDGECREST ROAD TRANSMISSION MAIN REPLACEMENT PROJECT; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$15,053,560.00; PROVIDING FOR FUNDING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously authorized the issuance of Certificates of Obligation to fund critical water infrastructure improvements, including the replacement and expansion of the City's raw water transmission system and water distribution infrastructure; and

WHEREAS, the City has previously authorized the pre-purchase of the required 36-inch and 24-inch Fusible PVC pipe for these projects to secure pricing, reduce supply chain risks, and facilitate timely construction; and

WHEREAS, the Dual 36-inch Raw Water Gravity Main and Ridgcrest Road Transmission Main Replacement Project was publicly advertised for bids, a pre-bid conference was conducted, and sealed bids were publicly opened on June 23, 2026; and

WHEREAS, after review of the bids received, MH Civil Constructors, Inc. submitted the lowest responsive and responsible bid in the amount of \$15,053,560.00, consisting of \$13,016,934.00 for the Dual Raw Water Gravity Main and \$2,036,626.00 for the Ridgcrest Road Transmission Main Replacement Project; and

WHEREAS, the improvements will enhance system reliability, increase transmission capacity, support existing and future residential, commercial, and industrial growth, and improve water service to the City and its wholesale customers; and

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

SECTION 1. The City Council hereby approves and authorizes the City Manager to execute a contract with MH Civil Constructors, Inc. for the installation of approximately 37,076 linear feet of 36-inch Fusible PVC pipe for the Dual Raw Water Gravity Main and approximately 6,534 linear feet of 24-inch Fusible PVC pipe for the Ridgcrest Road Transmission Main Replacement Project in an amount not to exceed Fifteen Million Fifty-Three Thousand Five Hundred Sixty Dollars (\$15,053,560.00).

SECTION 2. Funding for this contract shall be provided from Project PW 2622 for the Dual Raw Water Gravity Main and Project PW 2405 for the Ridgecrest Road Transmission Main Replacement Project.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are repealed to the extent of conflict only.

SECTION 4. 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.

SECTION 5. This Ordinance shall be in full force and effect from and after July 14, 2026.

PASSED AND APPROVED, this the 14th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 8A

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 the City Manager to execute a Mowing and Baling Services Agreement with Monday Grave Services for the mowing and removal of hay bales from three (3) City-owned parcels on the north side of downtown Greenville (Hunt CAD Property IDs 73664, 73659, and 73658, approximately 48 acres in the aggregate); authorizing a limited and conditional exemption from the City's maximum-grass-height ordinance for such parcels during the term of the Agreement; making related public-purpose findings; and providing for related matters. *(Brett Quarles, Director of Parks and Recreation)*

1. Background/History:

The City of Greenville currently contracts with Monday Grave Services to shred vegetation approximately three (3) times annually on three City-owned parcels located adjacent to Jones Park and Betts Park on the north side of downtown. The current arrangement costs the City approximately \$6,000 annually.

Monday Grave Services has proposed an alternative maintenance approach whereby the contractor would mow, bale, and remove the vegetation from the properties at no cost to the City. As compensation, the contractor would retain ownership of the harvested hay. Under this arrangement, the City would incur no annual maintenance expense for these parcels while continuing to receive vegetation management services.

In addition to eliminating the City's annual maintenance cost, the proposed method removes accumulated dead vegetation (thatch) that currently remains after shredding operations. Removal of this material is expected to reduce the potential fire hazard associated with heavy vegetation buildup.

The agreement applies only to the following City-owned properties:

- Approximately **16.0 acres** located at Wright Street / Wesley Street / Dalton Street / Sockwell Street (Property ID 73664)
- Approximately **6.483 acres** located at Wesley Street / Dalton Street / Sockwell Street (Property ID 73659)

- Approximately **25.53 acres** located at 703 Wesley Street (Property ID 73658)

To produce harvestable hay, the vegetation must be allowed to grow taller than the maximum height otherwise permitted under the City's grass height ordinance. The proposed agreement provides a limited exemption from the ordinance for these three City-owned parcels only and solely for the purpose of hay production during the term of the agreement. The mowing frequency is not expected to change substantially from the current practice; however, the resulting vegetation will be removed rather than left on the property.

The agreement also preserves the City's authority to require an emergency mowing of any parcel upon seventy-two (72) hours' notice should conditions warrant additional maintenance or create a public health or safety concern.

2. Findings/Current Activity

Approval of the agreement is expected to eliminate approximately \$6,000 in annual vegetation maintenance costs associated with these properties. The contractor will perform all mowing, baling, and removal services at no cost to the City in exchange for retaining the harvested hay.

Public-purpose findings:

- Predominant public purpose: fire-hazard mitigation, property maintenance, ~\$6K/year cost reduction.
- Sufficient controls: written scope, frequency, removal terms; 72-hour emergency-cut right; 30-day termination for convenience.
- Commensurate consideration: mowing services in exchange for hay bales of approximately equal value.

Fiscal Impact. ~\$6,000 annual savings. No City expenditure under the Agreement.

Procurement. No competitive bidding required (below \$50,000 under Tex. Loc. Gov't Code § 252.021(a); disposal of personal property exempt under § 252.022(a)(12)(C)).

Insurance and Risk. Contractor-provided CGL, auto, and workers' comp; City as additional insured; one-way indemnification in favor of City; TML Pool-compatible.

Legal Review. Approved as to form by the City Attorney.

Attachments. (1) Mowing and Baling Services Agreement; (2) Hunt CAD parcel maps for the three parcels; (3) Form 1295 (to be filed by Contractor prior to execution).

3. Financial Impact/Account No.

Staff recommends approval of the resolution authorizing the agreement with Monday Grave Services and approving the limited grass height ordinance exemption for the identified City-owned properties. The agreement provides cost savings to the City, reduces potential fire hazards through removal of accumulated vegetation, and preserves the City's authority to require additional mowing when necessary to protect public health and safety.

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 an agreement with Monday Grave Services for mowing, baling and removal of vegetation from owned-property & approving a limited

RESOLUTION 26-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING EXECUTION OF A MOWING AND BALING SERVICES AGREEMENT WITH MONDAY GRAVE SERVICES FOR THREE CITY-OWNED PARCELS; AUTHORIZING A LIMITED EXEMPTION FROM THE CITY'S MAXIMUM-GRASS-HEIGHT ORDINANCE FOR SUCH PARCELS DURING THE TERM OF THE AGREEMENT; MAKING PUBLIC-PURPOSE FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville, Texas (the "City") is a Texas home-rule municipality, and owns three (3) adjacent City-owned parcels on the north side of downtown Greenville, identified as Hunt CAD Property ID Nos. 73664 (≈16 acres), 73659 (≈6.483 acres), and 73658 (≈25.53 acres at 703 Wesley Street), comprising approximately 48 acres in the aggregate (the "Subject Parcels");

WHEREAS, the city has historically paid approximately \$6,000 per year to shred grass on the Subject Parcels three times per year, and the resulting accumulated thatch creates an elevated fire-hazard risk;

WHEREAS, Monday Grave Services (the "Contractor") has proposed, in lieu of cash payment, to mow, bale, and remove the cut grass three times per year and to retain the bales as the Contractor's sole compensation, at zero cost to the City, and the parties have negotiated a written Mowing and Baling Services Agreement (the "Agreement") attached as Exhibit 1;

WHEREAS, producing viable hay bales requires grass on the Subject Parcels to grow to heights not generally compatible with the maximum-grass-height provisions of the City's Code of Ordinances applicable to private property, but substantially consistent with the heights the grass on the Subject Parcels has historically reached under the existing three-cuts-per-year schedule;

WHEREAS, the City Council finds that the Agreement satisfies the three-part public-purpose test, in that (i) the predominant purpose is public (fire-hazard mitigation, property maintenance, cost reduction); (ii) the City retains sufficient controls (written scope, frequency, removal, insurance, 72-hour emergency-cut right, 30-day termination for convenience); and (iii) the City receives consideration substantially commensurate with the value of the bales conveyed, satisfying Tex. Const. art. III § 52(a) and art. XI § 3;

WHEREAS, competitive bidding is not required (Tex. Loc. Gov't Code § 252.021(a); § 252.022(a)(12)(C)), and the City Attorney has approved the Agreement as to form;

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

Section 1. Recitals; Findings. The recitals above are true and correct and are adopted as findings of the City Council.

Section 2. Approval and Authorization. The form of the Agreement attached as Exhibit 1 is approved, subject to such non-material changes as may be approved by the City Attorney prior to execution. The City Manager (or designee) is authorized and directed to execute the Agreement and to take all further actions necessary to carry out this Resolution.

Section 3. Limited Grass-Height Ordinance Exemption. Solely with respect to the Subject Parcels, solely during the term of the Agreement, and solely up to the Maximum Grass Height defined in the Agreement, the Contractor is authorized to permit grass on the Subject Parcels to exceed the maximum heights generally permitted under the City's Code of Ordinances applicable to private property, for the limited purpose of producing the hay bales contemplated by the Agreement. This authorization is personal to the Contractor, non-transferable, and conditioned on the Contractor's continued performance. It is not a general waiver, repeal, or amendment of any ordinance, and shall terminate immediately upon expiration or termination of the Agreement.

Section 4. Form 1295. Prior to City execution, the Contractor shall file with the City Secretary a Certificate of Interested Parties (Form 1295) under Tex. Gov't Code § 2252.908.

Section 5. Open Meetings Act. The City Council finds that the meeting at which this Resolution was adopted was open to the public and that notice of the meeting was given as required by Tex. Gov't Code Chapter 551.

Section 6. Severability; Effective Date. If any provision of this Resolution is held invalid, the remaining provisions remain in effect. This Resolution is effective immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Greenville, Texas, on the 14th day of July 2026.

CITY OF GREENVILLE, TEXAS

Jerry Ransom, Mayor

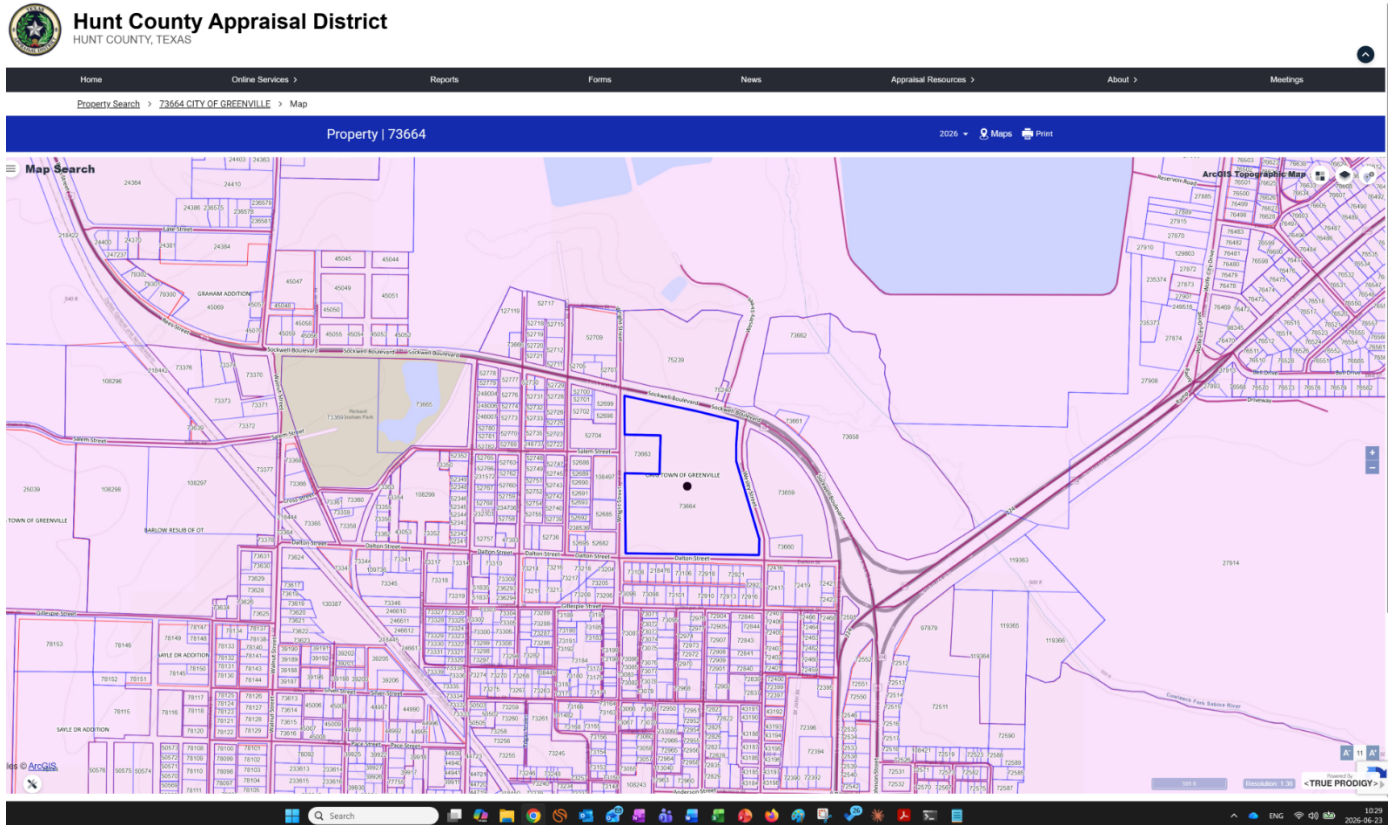
ATTEST:

Carla Oldacre, City Secretary

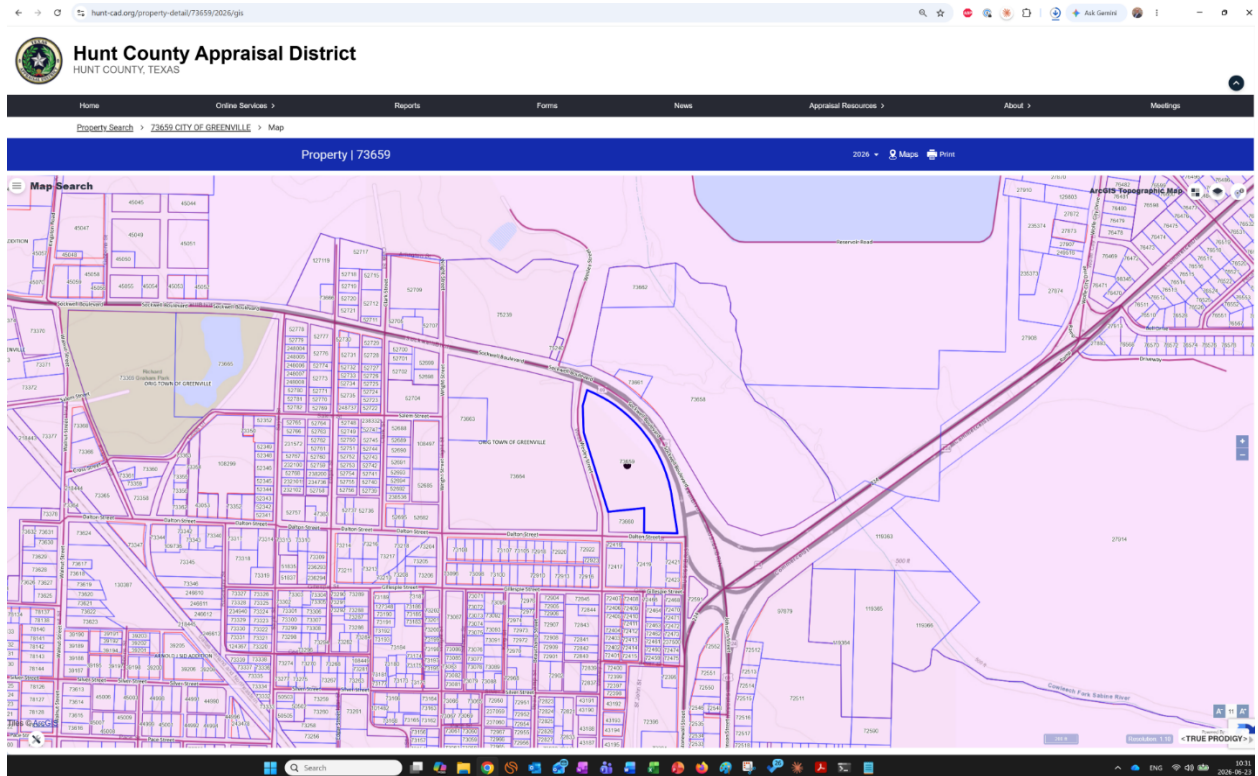
APPROVED AS TO FORM:

Daniel Ray, City Attorney

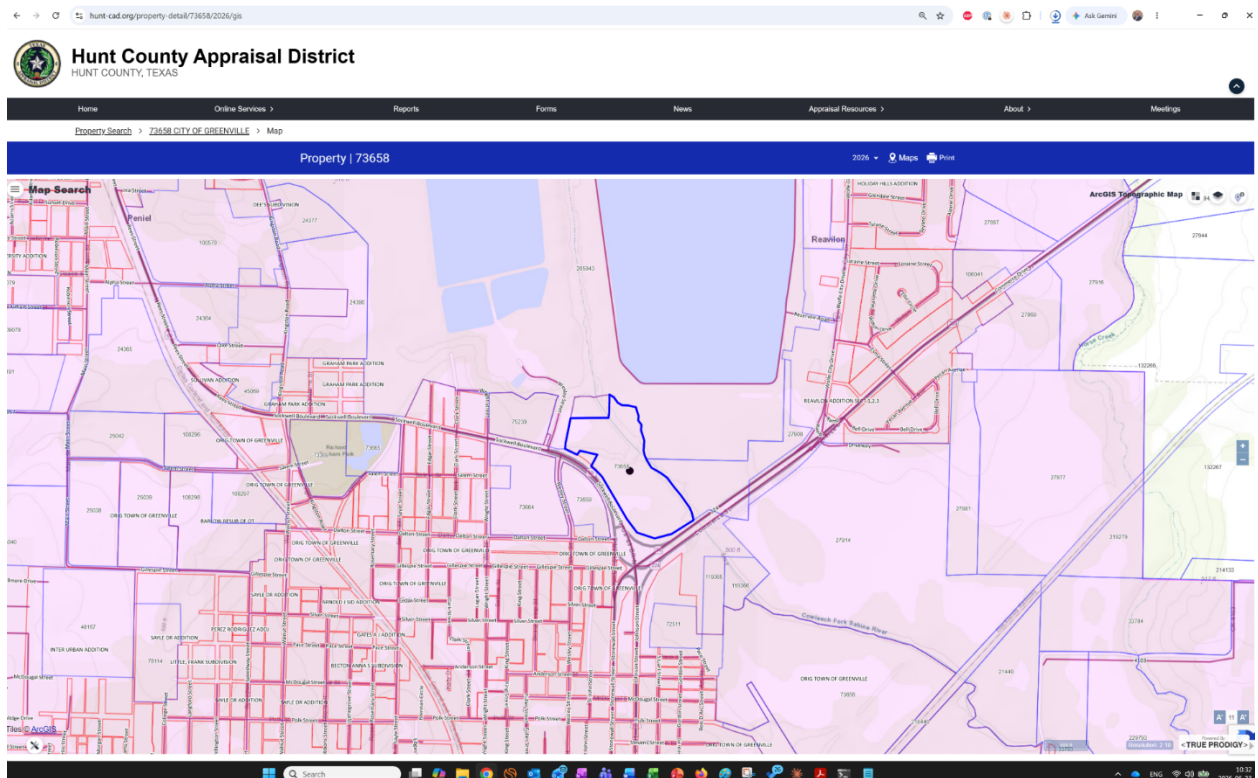
1. 16 Acres – Wright Street /Wesley/Dalton/ Sockwell: Property ID 73664



2. 6.483 Acres – Wesley / Dalton / Sockwell: Property ID 73659



3. 25.53 Acres – 703 Wesley Street: Property ID # 73658



MOWING AND BALING SERVICES AGREEMENT

Between the CITY OF GREENVILLE, TEXAS, and Monday Grave Services

This **MOWING AND BALING SERVICES AGREEMENT** (this “**Agreement**”) is entered into and effective as of the latest date of execution set forth on the signature page (the “**Effective Date**”), by and between the **CITY OF GREENVILLE, TEXAS**, a Texas home-rule municipality (the “**City**”), and **Monday Grave Services**, a Texas sole proprietorship corporation (the “**Contractor**”). The City and the Contractor are each a “**Party**” and collectively the “**Parties**.”

RECITALS

WHEREAS, the City owns the Property described on Exhibit A, within its corporate limits, which requires periodic mowing for appearance, condition, and fire safety;

WHEREAS, the Contractor historically shredded vegetation on the Property about three (3) times per year for cash, a method that leaves dead-grass thatch posing an elevated fire-hazard risk; the Contractor instead proposes to mow the Property and retain the resulting hay bales as its sole compensation, with no cash paid by the City;

WHEREAS, producing bale-ready grass requires heights exceeding the City’s ordinance limits for private property, but consistent with heights historically permitted on the Property under the prior three-cutting-per-year schedule;

WHEREAS, the City finds, under the public-purpose test of Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers’ Comp. Comm’n, 74 S.W.3d 377, 384 (Tex. 2002), that this Agreement serves predominant public purposes (fire-hazard mitigation, cost reduction, and maintenance of City-owned property), affords the City sufficient controls, and provides consideration commensurate with the hay retained; and that its value is below the competitive-bidding threshold of Tex. Loc. Gov’t Code § 252.021(a);

WHEREAS, the City Council, by resolution adopted on [DATE OF RESOLUTION], approved this Agreement, authorized the City Manager (or designee) to execute it, and authorized the limited grass-height ordinance exemption herein, solely as to the Property and the Term;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Defined Terms. Capitalized terms used in this Agreement have the meanings given to them in this Section 1.1 or where otherwise defined in this Agreement.

- (a) “Bales” means the cut grass and vegetation harvested from the Property and bound, rolled, or compacted by the Contractor into transportable units of hay.

- (b) “City Manager” means the City Manager of the City of Greenville or any designee authorized to act for purposes of this Agreement.
- (c) “Cutting” means a single mowing and baling cycle performed on the Property in accordance with this Agreement.
- (d) “Property” means the real property described on Exhibit A.
- (e) The terms “Agreement,” “Contractor,” and “Effective Date” have the meanings given in the preamble; and “Maximum Grass Height,” “Services,” and “Term” have the meanings given in Sections 3.2, 2.1, and 9.1, respectively.

ARTICLE 2. SCOPE OF SERVICES

2.1 Services. At its sole cost, the Contractor shall (a) mow all grass and vegetation on the Property; (b) gather, rake, and bale the cut grass; (c) load the Bales onto its equipment; and (d) remove all Bales within the time set in Section 2.4 (collectively, the “Services”). The Contractor shall furnish all labor, equipment, fuel, tools, and transportation needed for the Services.

2.2 Minimum Frequency. The Contractor shall perform at least three (3) Cuttings each calendar year of the Term — once in late spring or early summer, once in mid- to late summer, and once in fall, subject to weather and ground conditions — and shall give the City at least three (3) business days’ written notice of each.

2.3 Standards of Performance. The Contractor shall perform the Services in a good and workmanlike manner consistent with commercial hay-harvesting standards in Hunt County, Texas, and in compliance with all applicable laws, except as authorized in Section 3.3. After each Cutting, grass shall be cut to no more than four (4) inches above the ground.

2.4 Removal of Bales. The Contractor shall remove all Bales within five (5) business days after each Cutting and shall not otherwise stage Bales on the Property except as needed for active baling. Bales remaining beyond that period may, at the City’s election, be deemed abandoned and disposed of at the Contractor’s expense without notice.

2.5 City Coordination. The Contractor shall coordinate Cuttings with the City’s representative (initially the Parks & Recreation Director, or as the City Manager designates in writing), who may access the Property at all reasonable times to inspect and verify compliance.

ARTICLE 3. GRASS HEIGHT, ORDINANCE AUTHORIZATION, AND FIRE SAFETY

3.1 Acknowledgment of Bale-Ready Heights. The Parties acknowledge that producing viable Bales requires grass to exceed the City’s ordinance height limits for private property, consistent with heights historically permitted on the Property under the prior three-cutting-per-year schedule.

3.2 Maximum Grass Height. Notwithstanding anything to the contrary, the Contractor shall not permit grass or vegetation on the Property of Greenville Mowing and Baling Services Agreement v3a to exceed sixty (60) inches at any time during the Term (the “Maximum

Grass Height”), and in no event more than the height permitted under the historical three-cutting-per-year schedule. Where those limits conflict, the lower controls.

3.3 Limited Ordinance Authorization. Subject to this Agreement and the City Council resolution referenced in the Recitals, the City authorizes the Contractor to allow grass on the Property to exceed otherwise-applicable ordinance height limits, solely (a) on the Property, (b) during the Term, (c) up to the Maximum Grass Height, and (d) to produce the Bales. This authorization is personal to the Contractor, is not transferable, and is not a waiver, repeal, or amendment of any ordinance or an exemption for any other property.

3.4 City’s Right to Demand Emergency Cutting. Notwithstanding Section 2.2, the City may at any time, in its sole discretion and by written notice (including email), require an immediate additional Cutting upon: (a) an actual or apparent fire hazard on or near the Property; (b) an actual or threatened public-health, public-safety, or nuisance condition; (c) a complaint substantiated by a City representative; (d) drought, heat, or weather materially elevating fire risk; or (e) any other circumstance the City Manager reasonably determines warrants accelerated mowing. The Contractor shall commence within seventy-two (72) hours of notice and complete it as soon as reasonably practicable. No additional compensation is payable, except that the Contractor may retain any Bales produced.

3.5 Fire Hazard Mitigation. The Contractor represents that the Services shall reduce, not increase, fire-hazard risk on the Property by removing accumulated thatch and dead vegetation. The Contractor shall not engage in any conduct on or near the Property that materially increases fire-hazard risk, including open burning, smoking near hay, or operating equipment without functioning spark arrestors in dry conditions.

ARTICLE 4. CONSIDERATION; TITLE TO HAY

4.1 Consideration in Lieu of Cash. In full consideration for the Services, the City conveys to the Contractor, and the Contractor accepts, the right to take, retain, sell, use, or dispose of all Bales produced from each Cutting. The Contractor receives no cash payment, and the City has no obligation to appropriate or commit funds to compensate the Contractor.

4.2 Good-Faith Valuation. The Parties acknowledge that the approximate fair market value of the Services is [SIX THOUSAND DOLLARS (\$6,000.00)] per year, based on the City’s historical experience, and that the value of the Bales is reasonably expected to approximate that figure. The Parties have determined in good faith that the values exchanged are substantially commensurate. Modest year-to-year variation in yield, quality, or market price is not a violation of or basis for adjustment unless material, in which case the Parties shall negotiate an adjustment in good faith.

4.3 Title; Risk of Loss. Title to the cut grass remains with the City until gathered and baled. On completion of each Bale, title and risk of loss for that Bale pass to the Contractor without further documentation. The Contractor accepts the Bales “as-is, where-is,” with no City representation or warranty as to quality, marketability, weight, moisture or nutrient content, or fitness for any purpose.

4.4 No Other Compensation. Except as provided in this Article 4, the Contractor is not entitled to any reimbursement, fee, or other compensation from the City for fuel, equipment, labor, transportation, storage, or any other cost.

ARTICLE 5. INSURANCE

5.1 Required Coverages. Before commencing Services and continuously throughout the Term, the Contractor shall maintain, at its sole cost, the following insurance with insurers authorized in Texas and rated A- or better by A.M. Best:

- (a) Commercial General Liability (occurrence form) with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, including premises/operations, products/completed operations, personal and advertising injury, and contractual liability;
- (b) Commercial Automobile Liability covering all owned, hired, and non-owned vehicles, with combined single limits of at least One Million Dollars (\$1,000,000) per accident;
- (c) Workers' Compensation in statutory amounts and Employer's Liability of at least One Million Dollars (\$1,000,000) each accident, each employee, and policy limit. A non-subscriber under the Texas Workers' Compensation Act shall so notify the City and maintain substantially equivalent occupational-injury coverage; and
- (d) If applicable, Umbrella or Excess Liability over the coverages in (a) and (b).

5.2 Additional Insured; Waiver of Subrogation. The City and its officials, officers, employees, agents, and volunteers shall be named additional insureds on the Commercial General Liability and Automobile Liability policies, primary and non-contributory to any City insurance or self-insurance. Each required policy shall include a waiver of subrogation in favor of the City. Coverage shall be coordinated with, and shall not require the City to act inconsistently with, the Texas Municipal League Intergovernmental Risk Pool (the "TML Pool").

5.3 Evidence of Coverage; Notice of Cancellation. The Contractor shall deliver certificates of insurance before commencing Services and on each renewal. Each policy shall require at least thirty (30) days' prior written notice to the City of cancellation, non-renewal, or material modification (ten (10) days for non-payment). Failure to maintain required insurance is a material breach entitling the City, in addition to any other remedy, to suspend the Contractor's performance or terminate this Agreement.

ARTICLE 6. INDEMNIFICATION; LIABILITY

6.1 Contractor Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO THE CITY), AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS (THE "CITY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, FINES, PENALTIES, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ("CLAIMS") ARISING OUT OF OR IN CONNECTION WITH (A) THE CONTRACTOR'S PERFORMANCE OR NON-

PERFORMANCE OF THE SERVICES; (B) ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (C) ANY BREACH BY THE CONTRACTOR OF THIS AGREEMENT; (D) ANY INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF ANY PROPERTY, ARISING FROM THE PRESENCE OR OPERATION OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR EQUIPMENT ON THE PROPERTY; OR (E) ANY FIRE ATTRIBUTABLE IN WHOLE OR IN PART TO THE CONTRACTOR'S EQUIPMENT, OPERATIONS, OR PRESENCE ON THE PROPERTY. THIS INDEMNITY APPLIES WHETHER OR NOT THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONCURRENT NEGLIGENCE OF ANY CITY INDEMNITEE, BUT DOES NOT APPLY TO THE EXTENT A CLAIM IS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF A CITY INDEMNITEE.

6.2 Survival. The indemnification obligations of this Article 6 survive the expiration or earlier termination of this Agreement as to any Claims arising from acts, omissions, or conditions occurring before such expiration or termination.

6.3 Governmental Immunity Preserved. Nothing in this Agreement, including any provision on indemnification, defense, hold-harmless, insurance, or liability, waives in whole or in part any sovereign, governmental, official, statutory, or other immunity, defense, or limitation of liability available to the City or any City Indemnitee under the laws or Constitution of the State of Texas or the United States, including the Texas Tort Claims Act, Tex. Civ. Prac. & Rem. Code Chapter 101. The City does not waive any such immunity, defense, or limitation by entering into this Agreement.

6.4 No Reciprocal Indemnity by City. The Contractor acknowledges that the City is constitutionally and statutorily limited in its ability to indemnify private parties, and agrees that the City provides no indemnification, defense, or hold-harmless obligation to the Contractor under this Agreement.

ARTICLE 7. INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

7.1 Independent Contractor. The Contractor is an independent contractor, not an employee, agent, partner, joint venturer, or representative of the City, and nothing in this Agreement creates any such relationship with the Contractor or its personnel. The Contractor is solely responsible for supervising its personnel and for all wages, benefits, taxes, withholdings, workers'-compensation premiums, unemployment contributions, and other employment obligations. The Contractor's personnel are not entitled to any City employee benefits.

7.2 Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws in performing the Services, except as authorized in Section 3.3, including the Texas Agriculture Code, the Texas Pesticide Law, and other requirements applicable to hay harvesting and removal.

7.3 Property Damage. The Contractor is responsible for any damage to the Property, to improvements on or adjacent to it, or to City personal property resulting from the Services, and shall promptly repair or replace it at its sole cost to the City's reasonable satisfaction.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1 Contractor Representations and Warranties. The Contractor represents and warrants to the City that:

- (a) it is duly organized, validly existing, and in good standing under Texas law (if an entity) and authorized to perform the Services in Texas;
- (b) it has full right, power, and authority to enter into and perform this Agreement, duly authorized by all necessary action;
- (c) it has, and throughout the Term will maintain, all licenses, permits, certifications, and registrations required to perform the Services;
- (d) it has, and throughout the Term will maintain, the equipment, skill, experience, and personnel to perform the Services competently, professionally, and safely; and
- (e) it is not debarred, suspended, or excluded from contracting with any governmental entity and is not subject to any pending proceeding likely to result in such debarment, suspension, or exclusion.

ARTICLE 9. TERM AND TERMINATION

9.1 Term. The initial term begins on the Effective Date and runs one (1) year (the “Initial Term”), then renews automatically for successive one-year terms (each a “Renewal Term,” with the Initial Term, the “Term”) unless either Party gives written notice of non-renewal at least thirty (30) days before the then-current Term ends. The Term shall not extend beyond the fifth anniversary of the Effective Date without a written amendment approved by the City Council.

9.2 Termination for Convenience by City. The City may terminate this Agreement, in whole or in part, at any time for any or no reason on at least thirty (30) days’ written notice. On termination, the Contractor may retain any Bales actually produced and removed before the termination date but has no further claim against the City.

9.3 Termination for Cause. Either Party may terminate for the other’s material breach not cured within ten (10) business days after written notice, except that the City may terminate immediately upon: (a) the Contractor’s failure to maintain insurance under Article 5; (b) failure to perform an emergency Cutting under Section 3.4; (c) any act or omission that, in the City’s reasonable judgment, creates imminent risk of fire, public-health or public-safety hazard, or material property damage; or (d) the Contractor’s insolvency, bankruptcy, dissolution, or assignment for the benefit of creditors.

9.4 Effect of Termination. On expiration or termination: (a) the Contractor shall promptly remove its equipment, materials, and personnel from the Property; (b) the limited ordinance authorization in Section 3.3 immediately terminates; (c) the Contractor’s rights to enter the Property and receive Bales cease; and (d) provisions that by their nature survive, including Articles 6, 10, and 11, shall survive.

ARTICLE 10. NON-APPROPRIATION; FISCAL MATTERS

10.1 Non-Appropriation. This Agreement is contingent on the continued availability of funds. Under Tex. Loc. Gov't Code § 271.903, if the City Council appropriates no or insufficient funds in any fiscal period for payments due hereunder, the City shall so notify the Contractor and may terminate at the end of the then-current fiscal year without penalty, except for amounts owed for Services already rendered. No payments are presently contemplated; this Section is a protective recital.

10.2 Current Revenues Only. Any expenditure of City funds under this Agreement shall be made only from current revenues legally available at the time of payment.

ARTICLE 11. GENERAL PROVISIONS

11.1 Notices. All notices shall be in writing and deemed given when (a) personally delivered; (b) sent by U.S. certified or registered mail, return receipt requested, postage prepaid; (c) deposited with a recognized overnight service; or (d) emailed with delivery confirmation (provided that any notice of breach, termination, or claim is also sent by method (a), (b), or (c)). Notices shall be addressed as follows (or to such other address as a Party designates by notice):

If to the City:

City of Greenville
Attn: City Manager
2821 Washington Street | P.O. Box 1049
Greenville, Texas 75403
Email: [CITY EMAIL]

If to the Contractor:

Monday Grave Services
[CONTRACTOR ADDRESS]
Email: [CONTRACTOR EMAIL]

11.2 Assignment. The Contractor shall not assign, transfer, sublet, or delegate this Agreement or any rights or obligations, in whole or in part, without the City's prior written consent, which it may grant or withhold in its sole discretion. Any purported assignment in violation of this Section 11.2 is void.

11.3 Public Information. The Contractor acknowledges that this Agreement and related information may be subject to disclosure under the Texas Public Information Act, Tex. Gov't Code Chapter 552, and that labeling information "confidential" or "proprietary" does not relieve the City of any legal disclosure obligation. To the extent Tex. Gov't Code § 552.0038 applies, the Contractor shall (a) preserve all contracting information for the required period; (b) promptly provide such information in its possession to the City on request; and (c) on termination or expiration, provide it to the City or preserve it as required.

11.4 Governing Law; Venue. This Agreement is governed by Texas law, without regard to conflict-of-laws principles. Exclusive venue for any action relating to this Agreement lies in the state courts of Hunt County, Texas (196th or 354th Judicial District Court) or, where federal jurisdiction is properly invoked, the U.S.

District Court for the Northern District of Texas, Dallas Division. The Parties waive any objection to such venue.

11.5 Entire Agreement; Amendment. This Agreement, including Exhibit A, is the entire agreement on its subject matter and supersedes all prior or contemporaneous agreements, understandings, and representations. It may be amended only by a written instrument signed by authorized representatives of both Parties.

11.6 Severability. If any provision is held invalid, illegal, or unenforceable, the remaining provisions remain in effect, and the affected provision shall be reformed to the minimum extent necessary to make it valid and enforceable while preserving the Parties' intent.

11.7 No Waiver. No failure or delay in exercising any right waives it, and no single or partial exercise precludes further exercise. Any waiver must be in writing and signed by the Party against whom it is enforced.

11.8 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each an original and all together one instrument. Signatures delivered by email (PDF or comparable) or by an established electronic-signature service are deemed original signatures.

11.9 Conflict of Interest Disclosure. If applicable, the Contractor shall file with the City Secretary a Conflict of Interest Questionnaire (CIQ) under Tex. Loc. Gov't Code Chapter 176 and promptly update it as required.

11.10 Certificate of Interested Parties (Form 1295). If this Agreement requires City Council action, then before City execution the Contractor shall submit a completed, signed Certificate of Interested Parties (Form 1295) under Tex. Gov't Code § 2252.908 and Texas Ethics Commission rules.

11.11 Authority. Each individual signing this Agreement represents that he or she is duly authorized and that this Agreement is the valid, binding obligation of the Party for which he or she signs.

11.12 No Third-Party Beneficiaries. This Agreement is solely for the Parties and their permitted successors and assigns and confers no right, benefit, or remedy on any other person.

11.13 Headings; Construction. Headings are for convenience only and do not affect interpretation. The Parties drafted this Agreement jointly, and no presumption arises against either Party as author.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF GREENVILLE, TEXAS

By: _____

Summer Spurlock, City Manager

Date: _____

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney, Scott, Ray, Pemberton & Goll, PLLC

Monday Grave Services

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Description of the Property

The Property covered by this Agreement is described as follows:

Street Addresses:

(1) Wright Street / Wesley / Dalton / Sockwell; (2) Wesley / Dalton / Sockwell; and (3) 703 Wesley Street, all in Greenville, Hunt County, Texas

Hunt County Appraisal District Account Nos.:

Hunt County Appraisal District Property ID Nos. 73664 (16-acre parcel), 73659 (6.483-acre parcel), and 73658 (25.53-acre parcel)

Legal Descriptions:

[Legal descriptions for each of the three parcels above to be inserted from deed and Hunt County Appraisal District records prior to execution.]

Aggregate Approximate Acreage:

16 acres + 6.483 acres + 25.53 acres = approximately 48.013 acres in aggregate

A map or survey depicting the Property may, at the City's option, be attached hereto as Schedule A-1 and shall constitute part of this Exhibit A. In the event of any conflict between any map or survey and the legal description, the legal description controls.



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 8B

Contact: Micah McBay, Engagement Dir

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

Contact Phone: 903-457-3126

Subject: Consideration and action on a resolution authorizing an agreement with Tixr, Inc. to provide ticketing services for the Greenville Municipal Auditorium. (Micah McBay, Director of Community Engagement)

1. Background/History:

The Greenville Municipal Auditorium provides ticketing services for all events held at the GMA each year. This system is vital to the continued success and operations of the GMA. For the past six years, the GMA has utilized eTix, Inc. as the primary ticketing system. That contract ends on September 30, 2026, and staff researched other options for the growing needs of the GMA.

2. Findings/Current Activity

Based on research, demos with companies, and submitted proposals, staff recommends that the GMA move to Tixr, Inc. to provide all ticketing services for all events at the GMA. The attached contract is for a three year period. Staff recommends Tixr, Inc. based on the items offered in the contract, the ease of use of the platform for both patrons and staff, and the reputation of the company within the entertainment industry. Staff also received proposals from OpenDate and PreKindle but chose to recommend Tixr, Inc.

3. Financial Impact/Account No.

There is no financial impact to the city from this agreement. Ticketing in the entertainment industry is typically paid for by the patron. The fees added to the price of the ticket generate revenue for the ticketing provider, in this case Tixr, Inc, and the GMA pays no fees of any kind. Additionally, Tixr, Inc. included in their proposal and credits that will be used to cover the cost of a new website for the GMA and the cost of Prism.fm which the GMA utilizes for venue management.

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 authorize an agreement with Tixr, Inc. to provide ticketing services.

TIXR SERVICES AGREEMENT

THIS Tixr SERVICES AGREEMENT ("Agreement") is entered into as of July 15, 2026 (the "Effective Date"), by and between Tixr, INC ("Tixr"), a Delaware Limited Liability Company with offices at 1337 3rd Street Promenade, Suite 200, Santa Monica, CA 90401, and the City of Greenville (Greenville Municipal Auditorium) incorporated in Texas with offices at 2821 Washington Street, Greenville, Texas 75403 (the "Client"). Tixr and Client may individually be referred to as "Party", and collectively be referred to as "Parties".

SERVICES

Subject to the terms and conditions herein, Tixr shall provide to Client the use of Tixr's websites and applications to be used by Client for the sale of tickets to live and recorded (including virtual) Events promoted, hosted, sponsored, or run by Client either virtually, at Client's Venues, or other venues whether owned by Client or a third-party as set forth on Exhibit A. The Services (the "Services") include, but is not limited to, the following:

- I. Access to Client Services Team – To lead onboarding, support, and growth throughout the partnership.
- II. Backend (Tixr Studio) Access - Used to create Events, manage sales, and generate analytics reports.
- III. Knowledge Base - Access to a Tixr's virtual knowledge base for self-service assistance.

Tixr may introduce new products and determine fees and costs associated therewith in its sole and absolute discretion. For the avoidance of doubt, the Services include only those offering as set forth herein and as available as of the Effective Date.

TERMS AND CONDITIONS, DATA PROCESSING POLICY

This Agreement and the Services provided hereunder are governed by the (a) Tixr General Terms and Conditions (the "Terms and Conditions") and (b) Tixr Data Processing Policy (the "Data Processing Policy").

The Terms and Conditions can be found at the following link: [Terms and Conditions Link](#)

The Data Processing Policy can be found at the following link: [Data Processing Policy Link](#)

The Terms and Conditions and the Privacy Policy are subject to change in Tixr's sole and absolute discretion.

By entering into this agreement, Client certifies that it has read, understands, and agrees to the Terms and Conditions and the Data Processing Policy.

TERM

The initial term of this Agreement shall commence on the Effective Date and shall expire on the three (3) year anniversary of the date on which Client has sold One Hundred (100) fee-bearing items via the Services unless earlier terminated in accordance with the provisions of this Agreement (the "Initial Term").

Upon the expiration of the initial term, this Agreement will automatically renew for successive two (2) year terms, unless either Party provides written notice of its desire not to renew to the other Party no later than 90 days before the end of the then-current term (including the initial term) or unless earlier terminated in accordance with the provisions of this Agreement. (The entire length of this Agreement, as renewed in accordance with this section, shall be referred to herein as the “Term”).

EXCLUSIVITY

During the term, Tixr shall be the primary and exclusive ticketing provider for Client, its Affiliates, and the Client Group. Client represents and warrants that Client is not currently under contract or subject to any exclusivity provisions with any other company or service provider that may interfere with the rights conveyed to Tixr herein.

FEES

Fees due and payable to Tixr for the Services provided under this Agreement shall be as set forth in the table below (collectively, the “Fees”).

As Client’s service provider and limited payments agent (where applicable), End User will pay the “Service Fee” that Tixr will charge. All Service Fees are owed by End User. Service Fees are fully earned at the time an End User purchases a ticket and are non-refundable.

Service Fees (USD):	
Commission Fee	All Items (4.9% + \$1.99/ITEM)
Credit Card Processing Fee	<u>Tixr Credit Card Processing:</u> 2.5% + \$.15
Payment Plan Fee (per order - paid by ticket purchaser):	\$9.99
Secondary Marketplace	For any tickets sold on a Tixr Secondary Marketplace, Tixr will apply its standard marketplace fees, which will be determined in accordance with general industry standards.
Prism Stipend	\$8,000 annually
Hive Subscription	Included
Rewards	Plus 0.9%
Waitlist	Plus 2.9%

Upgrades

Plus 2.9%

Revenue Share

Determined and retained by the Client.

ON-PREMISE (EQUIPMENT)

Tixr will provide Client with a reasonable amount of equipment, determined solely by Tixr, to effectuate Client's needs for scanning and box office operations.

WEB DEVELOPMENT ALLOCATION

Tixr agrees to provide the Client with a web development credit of up to Four Thousand Dollars (\$4,000), equivalent to Forty (40) working hours for the purpose of creating a website for Client. Any costs in excess of this amount shall be the responsibility of the Client. This "Website Build" includes forty (40) working hours to go towards one (1) website and corresponding hosting by Tixr'S third-party developer partner with up to four hundred (400) gigabytes (GB) of bandwidth per month per domain. Any costs that arise due to exceeding four hundred (400) gigabytes (GB) of bandwidth per month per domain shall be paid at the sole expense of the Client. Website will be built by leveraging existing website templates and include a Content Management System (CMS) for Client to maintain their own website after the initial launch. It will be credited by Tixr on behalf of the Client. All additional work on the website after its launch will be billable directly between the Client and the third-party developer.

SPONSORSHIP REPRESENTATION

In addition to the Services set forth herein, Tixr may, on a non-exclusive basis, provide sponsorship representation services to Client (the "Sponsorship Representation"). For any advertising sponsorships secured by Tixr from an advertiser or its agency, Client agrees that Tixr shall be entitled to receive a commission equal to thirty percent (30%) of the gross sponsorship revenue committed to and paid by the applicable sponsor.

PAYMENT TERMS

Tixr as Merchant Processor. To the extent Tixr provides merchant processing services to Client, Client hereby appoints Tixr as its limited payments agent for the sole purpose of receiving, holding, and settling payments to Client for End User purchases made through the Services. Tixr will settle payments that are actually received by Tixr to Client, less any amounts owed to Tixr, including fees and other obligations, as set forth in this Agreement. Client agrees that a payment actually or constructively received by Tixr on behalf of Client satisfies the End User's obligation to make payment to Client for End User's purchase through the Services, regardless of whether Tixr settles such payment to Client. If Tixr does not settle any such payments as described in this Agreement to Client, Client will have recourse only against Tixr and not the End User. In accepting this appointment as the limited payments agent of Client, Tixr assumes no liability for any acts or omissions of Client, and Client understands that the obligation of Tixr to settle funds to Client is subject to and conditional upon the End User's actual payment and the terms of this Agreement.

- I. At all times when Tixr is Client's merchant processor, Tixr shall deduct any and all Fees and other amounts from funds processed and collected by Tixr from End Users on Client's behalf. In the event the funds processed and collected by Tixr from End Users on Client's behalf are insufficient to cover any and all outstanding Fees and other amounts, Client shall promptly pay to Tixr such amounts to cover the deficit in accordance with the Terms and Conditions.
- II. On the 1st and 16th day of each month during the Term (each, a "Settlement Date"), Tixr will initiate the transfer to Client's Direct Deposit Banking Account of the Net Proceeds for all transactions completed within the period between the immediately prior Settlement Date and the current Settlement Date. If a Settlement Date falls on weekend or national, state, local, or regional holiday, then Tixr will initiate the transfer on the next business day.
- III. Client hereby authorizes Tixr to establish a holdback (a "Hold") of twenty five percent (25%) of the Net Proceeds, which will be held by Tixr for a period of thirty (30) days following the completion of an Event (the "Hold Period"). Client authorizes Tixr to offset against any Net Proceeds not yet transferred to Client, including but not limited to the Hold, any chargebacks, related charges, or fees due for any Event, regardless of whether the Hold is on account of such Event. Following the expiration of the Hold Period, any remaining Hold amounts will be transferred to Client on the next Settlement Date. See the General Terms and Conditions for additional terms related to Tixr's use of the Hold.
- IV. Client understands and agrees that Client is not entitled to any interest or other compensation associated with any and all funds pending transfer to Client, including but not limited to Hold amounts. Client does not have any ownership or other rights associated with such funds until the applicable funds are transferred to Client in accordance with this Agreement. To the extent applicable, and without limiting the foregoing, Client agrees to irrevocably assign to Tixr any and all benefits in connection with such funds pending transfer to which it may be entitled.
- V. Additional information and terms related to Tixr acting as Client's merchant processor can be found in the Terms and Conditions.

<u>ANNUAL</u>	<u>MINIMUM</u>	<u>EXPECTATIONS</u>
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Client has made certain representations regarding the nature and volume of their business which Tixr has relied upon to create the fee structure, charges, and other terms associated with this Agreement. Specifically, Client has represented that their Net Sales processed through the Tixr platform will be equal to or greater than \$470,000 per contract year, and that fee bearing item sales processed through the Tixr platform will be equal to or greater than 12,000 fee-bearing items per contract year. If Client's actual performance proves to be below the aforementioned expectations by more than Twenty Percent (20%), Tixr reserves the right to re-negotiate the Terms of this Agreement, or terminate the Agreement.

MISCELLANEOUS PROVISIONS

- I. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Terms and Conditions.
- II. Conflict. To the extent there is a conflict between the terms of this Agreement and the Terms and Conditions, the terms of this Agreement shall control.
- III. Headings. The section headings used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- IV. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be invalid, illegal, or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement.
- V. Counterparts; Electronic Delivery. This Agreement may be executed by the Parties in counterparts, each of which will be an original instrument and both of which taken together will constitute one and the same Agreement and with the same effect as if all Parties had signed the same document. Scanned or facsimile counterparts, and counterparts that do not bear the Parties' corporate seal or that are not notarized, will be deemed original execution copies. Furthermore, delivery of a signed counterpart of this Agreement by email or facsimile transmission will constitute valid and sufficient delivery thereof.

EXHIBIT A

- Greenville Municipal Auditorium

*****SIGNATURE PAGE FOLLOWS*****

**Tixr CUSTOMER AGREEMENT
SIGNATURE PAGE**

By signing this agreement, Client certifies that they agree to the Terms and Conditions and Privacy Policy. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Tixr, INC.

City of Greenville (Greenville Municipal Auditorium)

Signed:

Signed:

Name: Robert Davari

Name: Summer Spurlock

Title: CEO

Title: City Manager

Date:

Date:

RESOLUTION 26-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A THREE-YEAR AGREEMENT WITH TIXR, INC. TO PROVIDE TICKETING SERVICES FOR THE GREENVILLE MUNICIPAL AUDITORIUM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville owns and operates the Greenville Municipal Auditorium (GMA), which hosts a variety of public entertainment, cultural, and community events throughout the year; and

WHEREAS, the Greenville Municipal Auditorium requires a reliable and efficient ticketing platform to facilitate ticket sales, event management, customer service, and operational reporting; and

WHEREAS, the City's current agreement for ticketing services expires on September 30, 2026, making it necessary to procure a new ticketing services provider; and

WHEREAS, City staff conducted a comprehensive evaluation of available ticketing service providers, including demonstrations and review of proposals submitted by Tixr, Inc., OpenDate, and PreKindle; and

WHEREAS, following this evaluation, staff determined that Tixr, Inc. provides the best overall value based upon the functionality of its platform, ease of use for patrons and staff, customer support, industry reputation, and additional value-added services; and

WHEREAS, the proposed three-year agreement with Tixr, Inc. includes ticketing services for all events held at the Greenville Municipal Auditorium, as well as credits to offset the cost of a new Greenville Municipal Auditorium website and the continued use of Prism.fm venue management software; and

WHEREAS, the agreement will have no direct financial impact on the City, as ticketing service fees are paid by event patrons in accordance with standard entertainment industry practices, and the City will incur no licensing, subscription, or transaction fees under the agreement; and

WHEREAS, the City Council finds that authorizing the City Manager to execute all documents necessary to enter into the agreement with Tixr, Inc. is in the best interest of the City and will enhance operational efficiency and customer service at the Greenville Municipal Auditorium.

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

SECTION 1. The City Council hereby approves the three-year Agreement , expiring September 30, 2029, with Tixr, Inc. for ticketing services for the Greenville Municipal Auditorium in substantially the form presented to the City Council.

SECTION 2. The City Manager is hereby authorized to execute the Agreement and any related documents necessary to implement the services contemplated therein, and to execute such non-substantive modifications as may be approved by the City Attorney and deemed necessary to carry out the intent of this Resolution.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith are repealed to the extent of conflict only.

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. 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 from and after July 14, 2026.

PASSED AND APPROVED, this the 14th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 8C

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on a resolution authorizing the submission of an application to the Texas Water Development Board (TWDB) requesting financial assistance and authorizing the City Manager, or their designee, to act on behalf of the City in all matters related to the application. (*Summer Spurlock, City Manager*)

1. Background/History:

House Bill 500, passed during the 89th Legislative Session, appropriated \$1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board.

This is a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply/water infrastructure projects. Once this initial appropriation is provided to communities by August 31, 2027, the TWDB will no longer have these grant funds available to provide financial assistance.

HB 500 from the 89th Texas Legislative Session appropriated \$1,038,000,000 from the general revenue fund to the TWDB but did not specify that the money was appropriated to a specific fund, which resulted as a deposit of the appropriated money into TWDB's general revenue fund. Additionally, the appropriation language did not provide authority for the TWDB to transfer that money into another TWDB fund or account. Therefore, the money must be provided for the stated purposes directly from TWDB's general revenue fund and not through an existing financial assistance program.

Additionally, the TWDB will provide this funding in the form of a 100 percent grant because HB 500 does not provide authorization for the TWDB to use the funding to leverage bonds; therefore, the appropriation does not create a benefit to providing the funding in the form of a loan. The Constitution generally prohibits all state debt, except as otherwise authorized by the Constitution (Tex. Const., Art. III, § 49). More specifically, the TWDB's authority to issue bonds must be "authorized by constitutional amendment or a debt proposition" (Tex. Const., Art. III, § 49-c). The TWDB's authority to issue both revenue and general obligation bonds is specifically authorized in the Constitution. Constitutional provisions applicable to the TWDB can be found at Texas Constitution, Article III, §§ 49-c - 49-d-16. Each of those authorizations is specific to particular programs or accounts of the TWDB. The Constitution and statute provide

clear and prescriptive language on where bond proceeds may be deposited and transferred, and how money may be deposited and transferred to pay debt service on those bonds. The TWDB does not have any applicable language in the appropriation from HB 500, existing statute, or existing constitutional provisions to leverage this appropriation with bonds or use this appropriation to pay debt service.

The City of Greenville is expecting an influx of new residential development over the next several years. During the development of the 2021 Water Distribution Master Plan, data at the time indicated approximately 4,300 new units are planned to be added within the city limits in the near future. In addition to this residential growth, commercial usage is also expected to increase. The City of Greenville is preparing for new commercial users at a rate of 5 million gallons per day within the Industrial Zone over the next couple of years. These estimated future water demands have been incorporated into the City's hydraulic model to evaluate future infrastructure needs.

2. Findings/Current Activity

The following highlighted projects are eligible for funding:

Capital Improvement Plan Assumed Funding Schedule



- Specialized Public Finance, Inc. ("SPFI") has prepared an initial capital improve projects and timing below:

Assumed Project Funding Timeline			
Original Phase 2	Apr-26	Jul-27	Jul-28
Water Treatment Plant Construction (2028)	\$ -	\$ 18,000,000	\$ 22,000,000
Wastewater Treatment Plant Construction	4,600,000	18,000,000	24,180,000
Replace 2.5 MG Ground Storage -WTP	6,200,000	-	-
Dredge Sludge Pond	3,000,000	-	-
Added Projects			
One New Basin and Basin Rehab	3,000,000	20,000,000	7,000,000
Reservoir #7	-	-	70,000,000
Division St. Walworth St. Park St. between 7th and Wesley	-	4,000,000	-
East Loop Transmission Repl.(Phase 2-7)	-	5,000,000	5,350,000
Peniel Trunk Main Repl. (Phase 2)	1,200,000	-	-
Wolfe City Drive Sewer Repl.(Phase 1)	900,000	-	-
Wastewater Collection System Model	910,000	-	-
Forrester Sewer Replacement	300,000	-	-
24" East Transfer Line (WTP to Phase 2 of East Loop)	-	2,100,000	-
SCADA Lift Stations (20)	1,500,000	-	-
20" West Transfer Line (WTP to Webb or Roy Warren?)	-	6,200,000	-
21" Splash Kingdom Sewer Trunk Line (upsized)	-	2,300,300	-
36" South WTP Loop to Reservoirs (5 miles)	11,000,000	9,000,000	-
Public Works Service Center	20,000,000	-	-
Yearly Total Funding:	\$ 52,610,000	\$ 84,600,300	\$ 128,530,000
		Grand Total:	\$ 265,740,000

3. Financial Impact/Account No.

The City is planning to apply for the following shovel-ready eligible projects:

East Loop Transmission Replacement (Phase 2-7) \$10,350,000

24" East Transfer Line (WTP to Phase 2 of East Loop) \$ 2,100,000

20" West Transfer Line (WTP to Webb or Roy Warren) \$ 6,200,000

WTP Dredge Sludge Pond \$ 3,000,000

The application is seeking financial assistance for the maximum amount of \$21,000,000 to provide for the costs of engineering design and construction services for the above-listed projects.

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

Staff recommends that City Council authorize an application to Texas Water Development Board (TWDB) for financial assistance for engineering design services and construction services for the following projects:

East Loop Transmission Replacement (Phase 2-7) \$10,350,000
24" East Transfer Line (WTP to Phase 2 of East Loop) \$ 2,100,000
20" West Transfer Line (WTP to Webb or Roy Warren) \$ 6,200,000
WTP Dredge Sludge Pond \$ 2,350,000

for the maximum amount of \$21,000,000; and authorize the City Manager, or their designee, to act on behalf of the City in all matters related to the application.

RESOLUTION NO. 26-104

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

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

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$_____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

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

Financial Advisor: _____

Engineer: _____

Bond Counsel: _____

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

ATTEST: _____

By: _____

(Seal)

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

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

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

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

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

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

_____.

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

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

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

Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20 ____.

(NOTARY'S SEAL)

Notary Public, State of Texas



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 8D

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on a resolution approving a Multiple Use Agreement (MUA) with Texas Department of Transportation (TxDOT) to install a 190' flagpole and Texas flag located at the northwestern intersection of IH-30 and Wesley Street (Highway 34) and authorize the City Manager to execute the MUA. (Summer Spurlock, City Manager)

1. Background/History:

City staff began discussions about the installation of a flagpole and flag to represent community support of our state during the 2025-2026 Budget preparations and discussions. City Council Flagpole Project Committee directed staff to move forward and evaluate sites, coordinate with TxDOT and get the project designed and to the bid process.

2. Findings/Current Activity

Staff along with direction from the sub-committee identified several sites for the placement of the flagpole. After consulting with engineer, surveyor, and TxDOT it was decided the location of the flagpole should be at the northwestern intersection of IH-30 and Wesley Street (Highway 34). The City received confirmation from TxDOT that they see no issues with the placement of the Texas flag and pole at the proposed location. Once staff received confirmation of the location, a Request for Proposal was advertised in the Greenville Herald Banner on May 9, 2026, and May 16, 2026. Bids were scheduled to be opened on Tuesday May 26, 2026, but no bids were received. City staff then reached out to the previous vendor that installed the American Flag on the southwestern side of the intersection and the bid is below:

US Flag & Flagpole Supply 3913 Cross Bend Rd. Plano, TX 75023 \$307,363

The bid was reviewed by TxDOT.

3. Financial Impact/Account No.

No financial impact to enter the MUA with TxDOT.

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 that the City Council approve a Multiple Use Agreement (MUA) with the Texas Department of Transportation (TxDOT) to install a 190' flagpole and Texas flag located at the northwestern intersection of IH-30 and Wesley Street (Highway 34) and authorize the City Manager to execute the MUA.



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and
Entity Name _____, hereinafter called Name for Contract _____,
party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day _____ day of _____ month of the year _____, 20 XX _____, the governing body for the Name for Contract _____, entered into Resolution/Ordinance No. _____ Ordinance _____ hereinafter identified by reference, authorizing the Name for Contract _____'s participation in this agreement with the State; and

WHEREAS, the Name for Contract _____ has requested the State to permit the construction, maintenance and operation of a public _____ Public work to be installed _____ on the highway right of way, (ROADWAY _____ Highway Name _____ CONTROL SECTION NO. _____ Ctrl No. _____). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the Name for Contract _____ will enter into agreements with the State for the purpose of determining the respective responsibilities of the Name for Contract _____ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

 Name for Contract will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Name for Contract shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Name for Contract and found not to comply with ADA or TAS shall be corrected at the entire expense of the Name for Contract .

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Name for Contract . Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that Name for Contract has failed to comply with these responsibilities, it will perform the necessary work and charge Name for Contract the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The Name for Contract shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Name for Contract shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Name for Contract for the use of the facility under this agreement, the Name for Contract will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Name for Contract must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Name for Contract 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

 Name for Contract shall be responsible for the facility's timely removal at no cost to the State. If the State determines that Name for Contract has failed to timely remove the facility, it will perform the necessary work and charge Name for Contract the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The Name for Contract shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Name for Contract shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE Name for Contract WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 20XX , THE City Name (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Name for Contract . Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Name for Contract shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The Name for Contract , shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. Name for Contract shall include TxDOT as an additional insured by endorsement in Name for Contract 's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the Name for Contract 's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The Name for Contract shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The Name for Contract , for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Name for Contract shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The Name for Contract must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Name for Contract if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	Address Name
Maintenance Division	Address Name
125 East 11th Street	Address Road/Street/Hwy
Austin, Texas 78701-2483	Address City/State/Zip

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the _____ day of _____, 20_____, and the State on the _____ day of _____, 20_____.

STATE OF TEXAS

(Name of other party)

By: _____
Signature

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

Agency

Date

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

RESOLUTION NO. 26-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ALLOW FOR THE INSTALLATION OF A 190' FLAGPOLE AND TEXAS FLAG AT THE NORTHWESTERN INTERSECTION OF IH-30 AND WESLEY STREET (HWY. 34); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city staff began discussions about the installation of a flagpole and flag to represent community support of our state during the 2025-2026 budget preparations. The City Council approved Resolution 25-70 on June 10, 2025, appointing members to an Ad Hoc committee to oversee the project; and

WHEREAS, the Texas Department of Transportation (TXDOT) has approved a request from the City for the placement of a Flagpole and Texas Flag on the highway right of way, at the northwestern Intersection of IH-30 and Wesley Street (HWY.34) TXDOT; and

WHEREAS, the City Council of the City of Greenville believes it to be in the best interest of the citizens of Greenville to approve the Multiple Use Agreement with TXDOT related to the Texas Flagpole project; and

WHEREAS, the City Council authorizes the City Manager to execute all documents related to a Multiple Use Agreement with the Texas Department of Transportation related to the project.

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

SECTION 1. It is hereby found and determined that the City Council authorizes the authorizes the City's participation in a Multiple Use Agreement (MUA) with Texas Department of Transportation (TXDOT) for the placement of a Flagpole and Texas Flag at the Northwestern Intersection of IH-30 and Wesley Street (HWY. 34).

SECTION 2. There is no financial impact related to the execution of a Multiple Use Agreement with Texas Department of Transportation.

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 holding 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 4. This Resolution shall be in full force and effect immediately.

PASSED AND APPROVED, this the 14th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 8E

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on a resolution approving a contract with US Flag & Flagpole Supply to install a 190' flagpole and Texas flag located at the northwestern intersection of IH-30 and Wesley Street (Highway 34). (Summer Spurlock, City Manager)

1. Background/History:

City staff began discussions about the installation of a flagpole and flag to represent community support of our state during the 2025-2026 Budget preparations and discussions. City Council Flagpole Project Committee directed staff to move forward and evaluate sites, coordinate with TxDOT and get the project designed and to the bid process.

2. Findings/Current Activity

Staff along with direction from the sub-committee identified several sites for the placement of the flagpole. After consulting with engineer, surveyor, and TxDOT it was decided the location of the flagpole should be at the northwestern intersection of IH-30 and Wesley Street (Highway 34). The City received confirmation from TxDOT that they see no issues with the placement of the Texas flag and pole at the proposed location. Once staff received confirmation of the location, a Request for Proposal was advertised in the Greenville Herald Banner on May 9, 2026, and May 16, 2026. Bids were scheduled to be opened on Tuesday May 26, 2026, but no bids were received. City staff then reached out to the previous vendor that installed the American Flag on the southwestern side of the intersection and the bid is below:

US Flag & Flagpole Supply, 3913 Cross Bend Rd. Plano, TX 75023 - \$307,363

The bid was reviewed by TxDOT -

3. Financial Impact/Account No.

Funds will be available in account 160-1-451100-55012-0000 in the amount of \$100,000 and an additional \$200,000 that Greenville Board of Development has budgeted. The difference of \$7,363 will be funded with the savings from the American Flag Project.

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 that the City Council approve a contract with US Flag & Flagpole Supply to install a 190' flagpole and flag located at the northwestern intersection of IH-30 and Wesley Street (Highway 34).

REQUEST FOR PROPOSALS
GREENVILLE TEXAS FLAG POLE
RFP: 2026-RFP-061



Prepared by:
CITY OF GREENVILLE
Procurement

REQUEST FOR PROPOSAL
GREENVILLE TEXAS FLAG POLE

I.	Purpose.....
II.	Timeline
III.	Optional Pre-Proposal Conference
IV.	Questions.....
V.	Costs Incurred in Responding
VI.	Proprietary Information
VII.	Response Instructions
VIII.	Addenda
IX.	Proposal Acceptance Period
X.	Contract and Payments
XI.	Progress Reports

1. Purpose

With this Request for Proposals (RFP) the City of Greenville, Texas (City) seek proposals from qualified and experienced public accounting firms whose principal officers are independent certified public accountants (Respondent or Respondents) to obtain audit services for performance of the City's annual financial audit (in the form of an Annual Comprehensive Financial Report, ACFR) and single audit of state and federal grants (if required based on state/federal single audit threshold requirement) for the fiscal years ending 2026 N/Acontract, with the option to renew for two additional one year periods each upon the agreement of the City (and affiliates) and audit firm.

The City of Greenville, Texas (City) invites the submittal of responses to this Request for Proposal (RFP) from qualified firms interested in providing design-build construction services for a new flagpole located at the intersection of southwestern intersection of IH 30 and Wesley Street (Highway 34).

2. Timeline

RFP Advertised & Mailed:	May 9, 2026
Optional Pre-Proposal Conference (Mandatory):	May 19, 2026, 2:00pm Council Chambers 2821 Washington St. Greenville, TX 75401
Deadline for Submission of Proposals:	May 26, 2026, 3:00am

3. Optional Pre-Proposal Conference

An optional conference for firms interested in submitting proposals will be held **Tuesday, May 19, 2026 at 2:00 pm** at Council Chambers 2821 Washington St. Greenville, TX 75401. Oral and written questions will be accepted during the conference.

4. Questions

All questions related to this request for proposals must be received by the City prior to the adjournment of the pre-proposal conference on **TBD at NO VALUE**. Questions should be addressed to:

City of Greenville

Brenna Hazelip, Purchasing Agent

2821 Washington Street

Greenville, TX 75401

Or by e-mail to bhazelip@ci.greenville.tx.us

Or by the eProcurement Portal at

<https://procurement.opengov.com/portal/greenvilletx/projects/262319>

5. Costs Incurred in Responding

All costs directly or indirectly related to preparation of a response to this request including any clarifications, oral presentations or demonstrations which may be required by the City.

6. Proprietary Information

The City considers all information contained within the packet to be subject to the Open Records Act and nonproprietary in nature. Submission of information by the Respondent shall not be released by the City during the proposal evaluation process or prior to contract award. Any publicity, news releases, or advertising pertaining to this request or the awarding of any contract may not be made without prior written approval of the City.

7. Response Instructions

To be considered three printed copies and one electronic copy of your proposal must be mailed or delivered in a sealed envelope bearing the name and address of the Respondent and RFP # to:

City of Greenville

Brenna Hazelip

2821 Washington Street

Greenville, Texas 75401

Proposals must be received by the Purchasing Agent by **Tuesday, May 26, 2026 at 3:00 am**. Late proposals will not be considered. It is the Respondent's responsibility to ensure that their proposal is properly received within the time limit indicated.

Or submit proposals to the eProcurement Portal at

<https://procurement.opengov.com/portal/greenvilletx/projects/262319>

8. Addenda

Should any addenda to this RFP become necessary the City will post it on the eProcurement Portal. It is the Respondent's responsibility to retrieve any posted addenda.

9. Proposal Acceptance Period

All proposals must include a statement that they are valid for a minimum period of 90 days subsequent to the closing date of this RFP. The City expects that a firm will be selected by City Council on **N/A** and that a contract will be executed by **N/A**.

10. Contract and Payments

The contents of the successful proposal will become a part of any subsequent contractual document that may arise. Failure of a Respondent to accept this obligation may result in the cancellation of any award. The contract shall be prepared under the direction of the City and shall incorporate all applicable provisions. The contract awarded shall be for the provision of services as requested herein at the estimated fees submitted in the proposal for the first year, and, if extended, the second and third years of the contract. This is considered an all-inclusive, not-to-exceed fee estimate.

The City shall agree to make interim payments of the annual fee based on percentage of work performed. Net 30 payment terms apply to all contracts and purchase orders.

11. Progress Reports

The successful Respondent shall submit progress reports to or hold periodic meetings with the Contract Administrator as agreed upon by the City and the Respondent. The information provided in these reports should be sufficiently detailed to provide assurance that the audit is on schedule, noting achievements and problems that have potential effect on that schedule.

Attachments:

A - Greenville Texas Flag RFP

B - TEXAS FLAG POLE ADVERTISEMENT



CITY OF GREENVILLE

2821 Washington St.
Greenville, TX 75403
903-457-3100

REQUEST FOR PROPOSAL

DESIGN-BUILD SERVICES FOR FLAGPOLE PROJECT State of Texas Addition

SUBMITTALS due 3:00 PM CST, May 26, 2026 To

Purchasing Department

City of Greenville

2821 Washington Street

Greenville, TX 75401

or

<https://procurement.opengov.com/portal/greenvilletx>

**CITY OF GREENVILLE
REQUEST FOR PROPOSALS
(RFP)
DESIGN-BUILD SERVICES
Public Notice**

The City of Greenville invites the submittal of responses to this RFP from qualified firms interested in providing design-build services in connection with the install of a Flagpole located at the southwestern intersection of IH 30 and Wesley Street (Highway 34), in Greenville, Texas. Responses are solicited for this service in accordance with the terms, conditions and instructions set forth in the RFP guidelines.

Bid responses can be submitted through <https://procurement.opengov.com/portal/greenvilletx> or by mail to PO Box 1049, Greenville, TX 75401. Bid responses may be delivered to the City of Greenville Purchasing Department, 2821 Washington Street, Greenville, TX 75401. All bids must be received in the Finance Office by the time and date mentioned above and clearly marked. Late bids will not be accepted.

Bid, Performance and Payment Bonds, liability and statutory worker's compensation insurances are required for this project.

Receipt of responses does not bind the City to any contract for said services, nor does it guarantee that a contract for the Project will be awarded. For additional information, contact City Manager Summer Spurlock.

REQUEST FOR PROPOSALS (RFP) DESIGN-BUILD SERVICES

I. PURPOSE OF RFP

The City of Greenville, Texas (City) invites the submittal of responses to this Request for Proposal (RFP) from qualified firms interested in providing design-build construction services for a new flagpole located at the intersection of southwestern intersection of IH 30 and Wesley Street (Highway 34).

II. OBJECTIVES

The City proposes to retain a highly qualified, capable firm to act as the Respondent during the design and construction of the Project for a fixed price. The firm who participates in this RFP process may be referred to as "Respondent". The City will give prime consideration to the Respondent with significant, current experience in the development, design, and construction of similar projects. The City reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

III. SCOPE OF WORK

General Project Synopsis

This project is for the design, build and installation of all-inclusive 190-foot flagpole, including foundation, borings, electrical, lighting and flags. This process is an all or none proposal and a best value to the City of Greenville.

Exhibit "A" includes:

- 1) Site Location
 - 2) Site Survey
 - 3) Site Geotechnical Engineering Report.
-

Required Specifications

One each - 190' Ground Set Diminishing Section Steel Flagpole with Electric Winch

- Material: Carbon Steel A-36
- Exposed Height: 190.0'
- Overall Height: 210.0'
- Butt Diameter: 42.0"
- Top Diameter: 8.625"
- Wall Thickness: 0.375
- Pole Weight (Appx.): 28,000 Lbs.
- Color: Optional
- Wind Load 130MPH Unflagged & 90MPH w/50X80 Nylon Flag
- Fittings & Hardware: 24" Heavy Duty Truck Ball Assembly, 1.25" SS Spindle, 420' 1/4" 7x19 Braided SS Aircraft
- Cable, Beaded Retainer Rings, 2" SS Snap hooks, SS Quik-Links, Electric Winch
- SS Swivel, Locking Access Door, Steel Corrugated Ground Sleeve W/ Lightning Spike
- Flag (2) 50X80 Texas State Flag Nylon
- Flag Service, Repair and Rotation as needed; Re-hem & Repair Flag
- 3' Light Pedestals Powder Coated Color of the Flagpole
- Flagpole design is to be performed using a finite element method structural analysis program that accounts for the secondary P-Delta effects on the structure
- Flagpole foundation design is to be based on the soil parameters and conditions as noted in the supplied geotechnical report
- LUX-400 LED lights

IV. SELECTION PROCESS

The City will review and evaluate the duly submitted proposals, Respondent's qualifications and price proposal, and may invite Respondents to be interviewed before making a final selection of a contractor for this project. If the City desires to interview a Respondent, that Respondent will receive notification of the date and time of the interview.

The selected Respondent then may negotiate with the City on fee and contract conditions. If a reasonable fee cannot be achieved with the Respondent of choice, in the opinion of the City, negotiations will proceed with the second choice Respondent until a mutually agreed contract can be negotiated.

Responses to this Request for Proposals will be scored as follows:

Executive Summary (10 points)

Respondent is to provide an executive summary of your firm's response to this RFP. The Respondent should prepare a narrative description of your experience and how you would accomplish the design and recommended construction of the project. This summary should identify the primary benefits to the City of retaining your firm and your firm's commitment to the City to complete the project on time and within budget.

Bid Price (25 points)

Respondent is to provide a total bid price by virtue of the Cost Proposal Document described in Paragraph VIII (D) below.

Experience on Similar Projects (40 points)

Respondent is to provide a list of similar projects your firm has completed for other entities/customers. Be specific and provide examples of projects that closely match in size and scope, the projects for which you are proposing. Provide contact information for these references. Identify any major design or construction issues associated with the project.

Qualifications of Project Manager and Key Personnel (15 points)

Provide the names, qualifications and a list of similar projects for the Project Manager and key personnel. Provide an organizational chart showing all personnel and subcontractors.

Proposed Timeline (10 points)

Provide a schedule for each phase of the project including surveying, preliminary design, final design, construction and project completion.

V. EVALUATION

City Staff will evaluate the submittals and make a recommendation to the City Council for formal selection of the Respondent with which contract negotiations may be initiated.

VI. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- A. No Gratuities** - Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means, other than disclosure of Proposal and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with those involved in the selection process should not be initiated.
- B. All Information True** - By submitting a response, Respondents represent and warrant to the City that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the City of Greenville for consideration in the selection process may be excluded.

- C. Interviews** - After the initial evaluation of the Response to this Proposal, Respondents may be interviewed to discuss the Respondent's program approach and design professionals who would be directly involved in the Project.
- D. Inquiries** - Do not contact the City to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries should be directed to the Office of the City Manager, 2821 Washington St, Greenville, TX 75401 or Summer Spurlock, (903) 457-3100.
- E. Cost of Responses** - The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations** -This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.
- G. No Obligation** - The City reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate Proposal; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses; or (6) cancel the entire process.
- H. Non-Discrimination** - The Respondent shall not deny employment to any person on the basis of race, creed or religion and will ensure that all Federal and State laws pertaining to salaries, wages and operating requirements are met or exceeded.
- I. Bonds and Insurance** - The Respondent shall provide bid, performance and payment bonds for this project. Liability and statutory worker's compensation insurances are required, adding the City of Greenville as an additional insured on the liability policy.

VII. SUBMITTAL INSTRUCTIONS

Sealed submittals are required Bid responses can be submitted through

<https://procurement.opengov.com/portal/greenvilletx> or by mail to PO Box 1049, Greenville, TX 75401. Bid responses may be delivered to the City of Greenville Purchasing Department, 2821 Washington Street, Greenville, TX 75401. All bids must be received in the Finance Office by the time and date mentioned above and clearly marked. Late bids will not be accepted.

To enable the City to efficiently evaluate the responses, it is important that Respondents follow the required format in preparing their responses. RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.

VIII. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. The first page shall be a letter transmitting the response to the City and stating that the Proposal set forth in it remains effective for a period of 60 calendar days. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

A. General Company Information

1. General Information

Firm name, address, and telephone number;
Names of principles in the firm;
Primary contact name, phone and email.

2. History and Experience

How many years has your organization been in business?

Please describe the last five flagpole construction projects of a similar scope that your organization has recently completed, giving the name and location of project, name of the entity, and date of completion.

B. References

Please provide references for at least three (3) similar projects completed within the last five (5) years.

C. Design

Provide proposed design documents with submittal based on Item III Scope of Work. This document does not have to be engineer signed and sealed at the time of submittal.

Warranties - Include in the submittal all available contractor and manufacturer's warranties (with cost) for labor, materials and supplies.

D. Cost Proposal

Provide cost proposal document with submittal based on Item III Scope of Work. City of Greenville required permit fees for the project are waived. Chosen Contractor will be responsible for contacting, acquiring related permits and paying all fees required by other entities i.e., Federal (FAA), State and Local.

Cost Proposals will require an estimated schedule allowing for material lead times, permits, start dates and length of construction.

E. Contractor Insurance Requirements for this Project

Requirements

Contractors performing work on City property or public right-of-way for the City of Greenville shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Greenville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury	\$1,000,000 each occurrence, \$2,000,000 general aggregate; Or \$2,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A M. Best or A or higher by Standard & Poors.
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation.

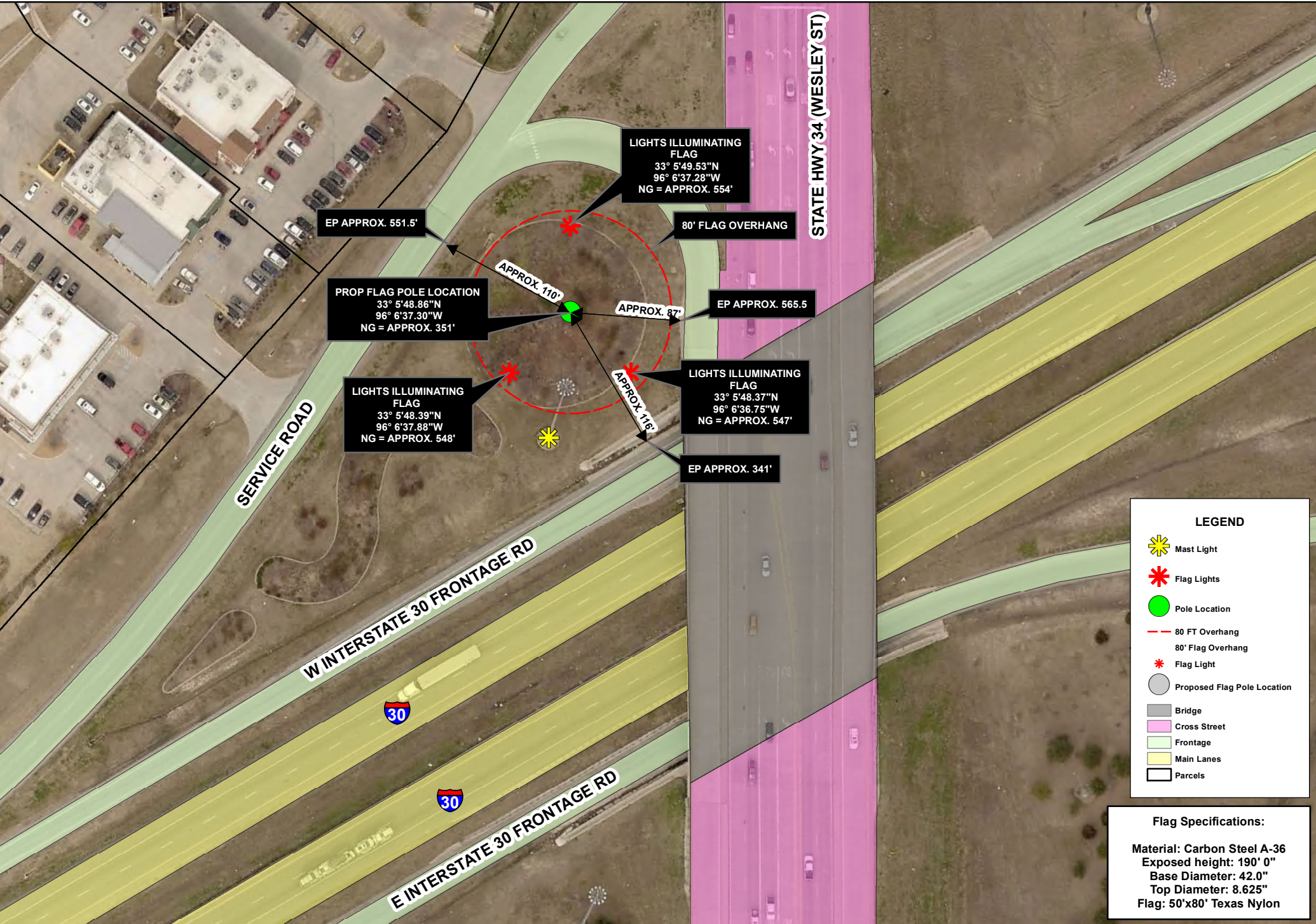
Questions regarding this insurance should be directed to the City of Greenville City Manager, Summer Spurlock, at (903) 457-3100.

Contractor shall add the City of Greenville as an additional insured on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

EXHIBIT(s)

A

- 1) Site Location
- 2) Site Survey
- 3) Site Geotechnical Engineering Report

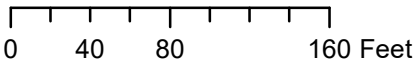


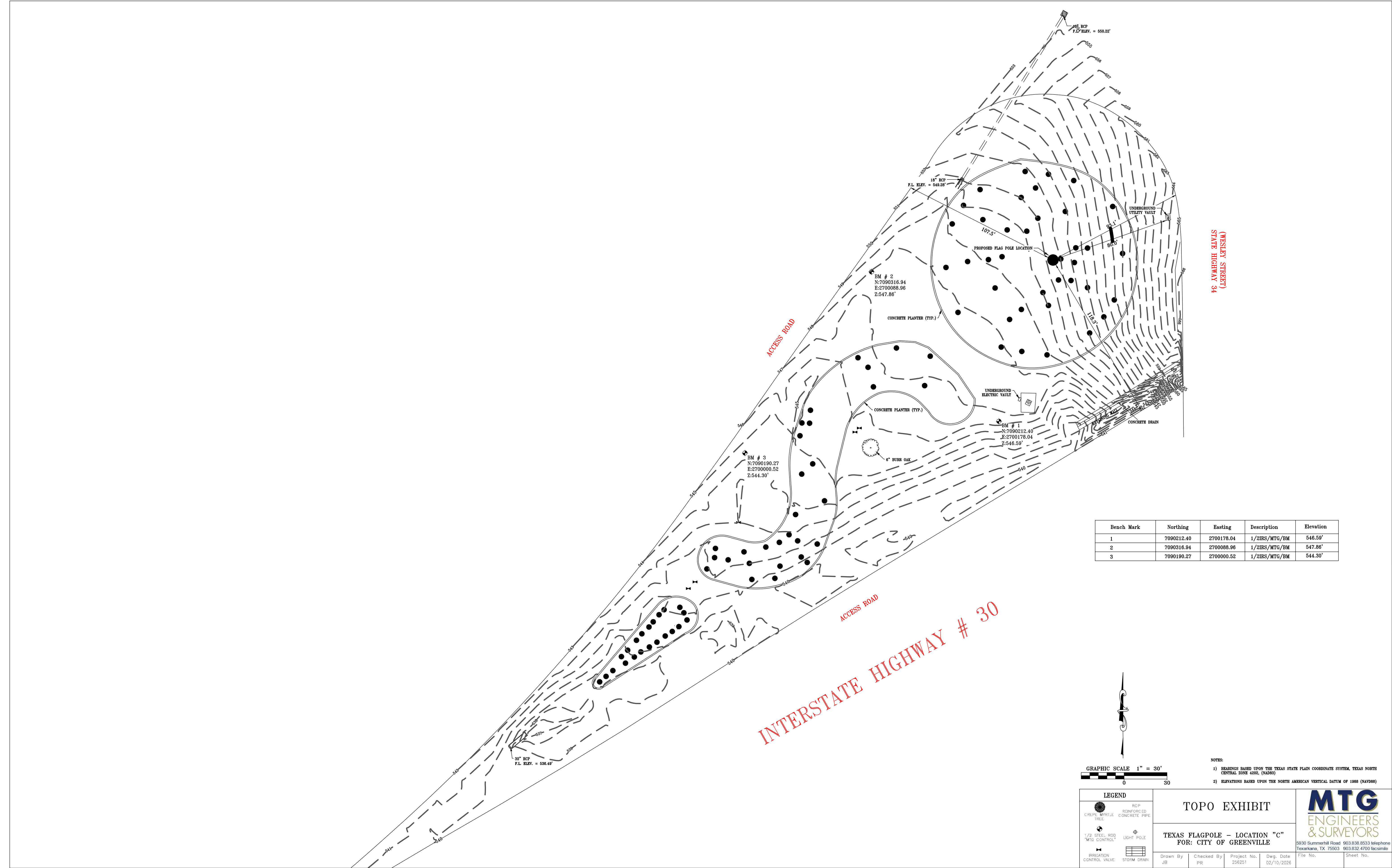
LEGEND

- Mast Light
- Flag Lights
- Pole Location
- 80 FT Overhang
- 80' Flag Overhang
- Flag Light
- Proposed Flag Pole Location
- Bridge
- Cross Street
- Frontage
- Main Lanes
- Parcels

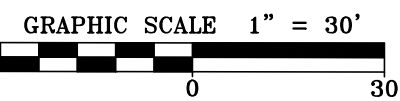
Flag Specifications:

Material: Carbon Steel A-36
Exposed height: 190' 0"
Base Diameter: 42.0"
Top Diameter: 8.625"
Flag: 50'x80' Texas Nylon





Bench Mark	Northing	Easting	Description	Elevation
1	7090212.40	2700178.04	1/2IES/MTG/BM	546.59'
2	7090316.94	2700088.96	1/2IES/MTG/BM	547.86'
3	7090190.27	2700000.52	1/2IES/MTG/BM	544.30'



LEGEND	
	RCP
	CREPE MYRTLE TREE
	1/2 STEEL ROD MTG CONTROL
	IRRIGATION CONTROL VALVE
	LIGHT POLE
	CONCRETE PIPE
	STORM DRAIN

TOPO EXHIBIT

TEXAS FLAGPOLE – LOCATION “C”
FOR: CITY OF GREENVILLE

Drawn By JB	Checked By PR	Project No. 256251	Dwg. Date 02/10/2026	File No.	Sheet No.
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MTG
ENGINEERS
& SURVEYORS

5930 Summerhill Road
Texarkana, TX 75503

903.838.8533 telephone
903.832.4700 facsimile

- NOTES:
- 1) BEARINGS BASED UPON THE TEXAS STATE PLAIN COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, (NAD83)
 - 2) ELEVATIONS BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88)



**IH 30 AND WESLEY ST FLAGPOLE
GREENVILLE, TEXAS
DECEMBER 18, 2023**

GEOTECHNICAL ENGINEERING REPORT



December 18, 2023

MTG Stovall Engineers and Surveyors
6417 Wesley Street,
Greenville, Texas 75402
Attn: Kayla Wood, P.E.
Email: kwood@mtgengineers.com
Phone: 903-293-2924

**GEOTECHNICAL INVESTIGATION
GEOTEX ENGINEERING #G23-2339
IH 30 AND WESLEY ST FLAGPOLE
GREENVILLE, TEXAS**

Ms. Wood,

As requested, Geotex Engineering Labs has completed the Geotechnical Investigation for the above referenced project. This investigation was conducted in accordance with Proposal No. GP23-2339 dated October 25, 2023. Authorization to proceed was received on November 08, 2023.

We appreciate the opportunity to provide professional geotechnical engineering services to you. We are available to discuss any questions which may arise regarding this report. Please do not hesitate to call when we can provide any additional services.

Sincerely,

Geotex Engineering Labs



Shruti Singh, Ph.D., P.E.
Geotechnical Project Manager

Saurav Sinha, P.E.
Director of Transportation

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APPENDIX A – BORING LOGS AND SUPPORTING DATA

APPENDIX B – GENERAL DESCRIPTION OF PROCEDURES

**GEOTECHNICAL INVESTIGATION
IH 30 AND WESLEY ST FLAGPOLE
GREENVILLE, TEXAS**

1.0 PROJECT DESCRIPTION

This report presents the results of the geotechnical investigation conducted for the proposed construction of flagpole located 120 feet north-west of intersection of IH 30 and Wesley Street in Greenville, Texas.

The project site was covered with short, maintained grass at the time of the field investigation. Based on visual site observations and topographic maps provided by NCTCOG (dfwmaps.com), the site appears to be relatively flat across the proposed development. Final grading plans were not available at the time of this report; therefore, we anticipate finished grades will be at or near existing grades.

2.0 PURPOSE AND SCOPE

The purpose of this investigation was to:

- Identify the subsurface stratigraphy and groundwater conditions present at the site.
- Evaluate the physical and engineering properties of the subsurface soil and bedrock strata for use in geotechnical analyses.
- Provide geotechnical recommendations for use in the design and construction of the proposed flagpole and related site work.

The scope of this investigation consisted of:

- Drilling and sampling of one (1) soil boring within the footprint of the proposed flagpole to a depth of about 40 feet.
- Laboratory testing of selected soil and bedrock samples obtained during field investigation.
- Preparation of a Geotechnical Report that includes:
 - Recommendations for the design and construction of the foundations.

3.0 FIELD AND LABORATORY INVESTIGATION

3.1 General

The borings were advanced utilizing truck-mounted drilling equipment outfitted with continuous flight augers. Undisturbed samples of cohesive soils strata were obtained using 3-inch diameter tube samplers, which were advanced into the soils in 1-to 2-foot increments by the continuous thrust of a hydraulic ram located on the drilling equipment.

After sample extrusion, a hand penetrometer measurement was performed on each cohesive soil to provide an estimate of soil stiffness.

All samples obtained were extruded in the field, placed in plastic bags to minimize changes in the natural moisture condition, labeled according to the appropriate boring number and depth, and placed in protective cardboard boxes for transportation to the laboratory. The approximate locations of the borings performed at the site are shown on the boring location map that is included in Appendix A. The specific depths, thicknesses, and descriptions of the strata encountered are presented on the individual Boring Log illustrations, which are also included in Appendix A. Strata boundaries shown on the boring logs are approximate.

3.2 Laboratory Testing

Laboratory tests were performed to identify the relevant engineering characteristics of the subsurface materials encountered and to provide data for developing engineering design parameters. The subsurface materials recovered during the field exploration were initially logged in the field by the drill crew and were later described by a Staff Engineer after the samples arrived in the laboratory. These descriptions were later refined by a Geotechnical Engineer based on results of the laboratory tests performed. All recovered soil samples were classified and described in part using the Unified Soil Classification System (USCS) and other accepted procedures.

In order to determine soil characteristics and to aid in classifying the soils, classification testing was performed on selected samples as requested by the Geotechnical Engineer. Classification testing was performed in general accordance with the following ASTM testing standards:

- Moisture Content ASTM D2216
- Atterberg Limits ASTM D4318
- Percent of Particles Finer than No 200 Sieve ASTM D1140

Additional tests were performed to aid in evaluating strength and chemical characteristics, which consisted of the following:

- Unconfined Compressive Strength of Soil Samples ASTM D2166
- Soluble Sulfates TEX-145-E

The results of these tests are presented at the corresponding sample depths on the appropriate Boring Log illustrations. The classification tests are described in more detail in Appendix B (General Description of Procedures).

3.2.1 Unconfined Compression Tests

Unconfined compressive strength testing was performed on selected sample of clays. These tests were performed in general accordance with ASTM D2166 for the clays. During each test, a cylindrical specimen is subjected to an axial load that is applied at a constant rate of strain until either failure or a large strain (i.e., greater than 15 percent) occurs. Once the test is completed, the unit weight of the sample is determined based on the moisture content.

3.2.2 Soluble Sulfates

Soluble sulfate tests were performed on representative samples obtained. These results are provided in Appendix A (Boring Logs and Supporting Data). Subgrade materials in some areas of Texas have experienced sulfate-induced heave treatment with calcium-based additives such as lime. In general, a sulfate level less than 3,000 ppm is considered to have an acceptably low potential for sulfate induced heaving. The results of the sulfate tests performed on representative near-surface soil samples from test boring in this study indicate value of 5,520 ppm, and thus should be considered to pose a high risk of sulfate-induced heaving after lime treatment. However, additional sulfate testing is recommended to be performed prior to construction.

4.0 SITE CONDITIONS

4.1 Stratigraphy

Based upon a review of the recovered samples, as well as the Geologic Atlas of Texas, this site is in an area characterized by soil and bedrock strata associated with Neylandville Marl formation. The Neylandville Marl formation generally consists of residual to high plasticity clay soils overlying shale (locally referred to as marl) bedrock strata.

Fat Clay was encountered ranging from the depth of 0 to 34 feet below the existing ground surface. The clay soils were generally stiff to very stiff in soil consistency, various shades of brown and dark gray in color, contained varying amounts of ferrous nodules, ferrous stains, and trace gypsum.

Shale bedrock was encountered underneath the overburden clays. The shale bedrock strata were generally soft in rock hardness, completely to highly weathered, brown in color, contained varying amounts of ferrous stains, and gypsum crystals. The weathered shale extended to at least the maximum depth explored of about 40 feet below existing grades within the boring explored.

4.2 Groundwater

Groundwater seepage was encountered during drilling at a depth of about 15 feet. No groundwater was encountered upon the completion of drilling. Groundwater is often contained within the joints, fractures and other rock mass defects present in bedrock

strata. When intercepted, these defects can produce appreciable amounts of water for a period of time, especially if those defects are extensive and well inter-connected. Groundwater levels should be anticipated to fluctuate with seasonal and annual variations in rainfall and may vary as a result of development and landscape irrigation.

5.0 FOUNDATION RECOMMENDATIONS

We recommend that drilled shaft foundation system is appropriate for the proposed flagpole construction based on the encountered geotechnical conditions.

We have assumed that structural loads will be typical for the type and size of the proposed flagpole. Final determination of the foundation type to be utilized for this project should be made by the Structural Engineer based on loading, economic factors, and risk tolerance.

5.1 Straight-sided Drilled Shafts

The flagpole may be supported on auger-excavated, straight-sided, reinforced concrete drilled shafts founded in either native fat clay or weathered shale bedrock strata encountered at depths of about 20 feet below existing grades. We recommend that straight-sided drilled piers for structural loads be a minimum of 18 inches in diameter and penetrate a minimum of 3 feet into the native fat clay or weathered shale bearing stratum to utilize the full amount of end bearing.

Straight-sided drilled shafts may be designed to transfer imposed loads into the bearing strata using a combination of end-bearing and skin friction as outlined in Table 1 below. The allowable side frictions noted in Table 1 may be taken from a minimum depth of 10 feet below existing or finished grades, or from the bottom of any temporary casing used, whichever is deeper, to resist both axial loading and uplift. The drilled piers should have adequate embedment depth to develop the required axial and uplift/lateral resistance.

Table 1. Recommended Drilled Shaft Design Parameters

Material	Depth Encountered Below Existing Grades (ft)	Allowable Side Friction (psf)	Allowable End Bearing (psf)
Fat Clay	10 to 20	800	N/A
Fat Clay	20 to 34	1,000	8,000
Weathered Shale	>34	1,600	15,000

The shafts should be provided with sufficient steel reinforcement throughout their length to resist potential uplift pressures that will be exerted. For the near surface soils, we recommend using an uplift pressure of 1,000 psf over an average depth of about 10 feet. Typically, one-half ($\frac{1}{2}$) of a percent of steel by cross-sectional area is sufficient for this

purpose (ACI 318). However, the final amount of reinforcement required should be determined based on the information provided herein, and should be the greater of that determination, or ACI 318. Uplift forces acting on individual shafts will be resisted by the dead weight of the structure, plus the concrete-to-bearing stratum adhesion acting on that portion of the shaft that is in intimate contact with the bearing stratum from a depth of 10 feet below current or finished grades, or from the bottom of any temporary casing used, whichever is deeper.

There is no reduction in allowable capacities for shafts in proximity to each other. However, for a two-shaft system, there is an 18 percent reduction in the available perimeter area for side friction capacity for shafts in contact (tangent). The area reduction can be extrapolated linearly to zero at one shaft diameter clear spacing. Please contact this office if other close proximity geometries need to be considered.

We anticipate that a straight-sided drilled pier foundation system designed and constructed in accordance with the information provided in this report will have a factor of safety in excess of 2.5 against shear failure and may experience potential settlements on the order of 3/4-inch or less.

5.1.1 Lateral Load Parameters

The following soil and rock geo-parameters are provided for lateral analysis of drilled shafts for use in LPILE® or other lateral load software. These values are based on the stratigraphy and laboratory data developed as well as on experience. The recommended model layers are “Stiff Clay w/o Free Water”, and “Weak Rock”. The depth ranges are based on the data derived from the borings drilled. We recommend that the lateral resistance parameters be neglected for the uppermost 3 feet of soil materials to account for potential seasonal and annual cyclic variations in soil desiccation and contraction and a lack of confining pressure. These parameters were selected to approximate the subsurface conditions across the site.

Table 2. Subsurface Soil and Bedrock Materials

Stratum	Depth Encountered Below Existing Grades (ft)	Software Material Designation	Unit Weight (pcf)
Fat Clay	3 - 34	Stiff Clay w/o Water	120
Weathered Shale	>34	Weak Rock	130

Table 3. Recommended Geotechnical Parameters for Soil and Bedrock Strata

Stratum	Undrained Cohesion (psf)	Unconfined Compressive Strength – Rock (psi)	Modulus (psi)	RQD	Strain Factor ϵ_{50}
Fat Clay	1,000	NA	NA	NA	0.02
Weathered Shale	NA	100	10,000	60	0.0005

5.1.2 Drilled Shaft Construction Considerations

Groundwater seepage was encountered at 15 feet during drilling and was dry upon the completion of drilling operations. Groundwater is often contained within the joints, fractures and other rock mass defects present in bedrock strata. When intercepted, these defects can produce appreciable amounts of water for a period of time, especially if those defects are extensive and well inter-connected. Groundwater levels should be anticipated to fluctuate with seasonal and annual variations in rainfall and may vary as a result of development and landscape irrigation.

Temporary casing should be locally available in the event that excessive groundwater seepage is encountered that cannot be controlled with conventional pumps, sumps, or other means, or in the event that excessive sidewall sloughing occurs. Ideally, concrete should be onsite during drilling operations, so it can be placed immediately after drilling of each shaft is complete.

The installation of all drilled piers should be observed by experienced geotechnical personnel during construction to verify compliance with design assumptions including: 1) verticality of the shaft excavation, 2) identification of the bearing stratum, 3) minimum pier diameter and depth, 4) correct amount of reinforcement, 5) proper removal of loose material, and 6) that groundwater seepage, if present, is properly controlled. Geotex would be pleased to provide these services in support of this project.

During construction of the drilled shafts, care should be taken to avoid creating an oversized cap ("mushroom") near the ground surface that is larger than the shaft diameter. These "mushrooms" provide a resistance surface that near-surface soils can heave against. If near-surface soils are prone to sloughing, a condition which can result in "mushrooming", the tops of the shafts should be formed in the sloughing soils using cardboard or other circular forms equal to the diameter of the shaft.

Concrete used for the shafts should have a slump of 8 inches $\pm$ 1 inch. Individual shafts should be excavated in continuous operation and concrete should be placed as soon as after completion of the drilling as is practical. All pier holes should be filled with concrete within 8 hours after completion of drilling. In the event of

equipment breakdown, any uncompleted open shaft should be backfilled with soil to be redrilled at a later date. This office should be contacted when shafts have reached the target depth but cannot be completed.

6.0 OTHER CONSTRUCTION

6.1 Utility and Service Lines

Backfill for utility lines should consist of on-site material and should be placed in accordance with the following recommendations. The on-site fill soil should be placed in maximum 6-inch compacted lifts, compacted to a minimum of 95 percent of the maximum dry density, as determined by ASTM D698 (Standard Proctor), and be placed at a moisture content that is within two (2) percentage points ($\pm 2\%$) of optimum moisture content, as determined by that same test. It is not uncommon to realize some settlement along the trench backfill. We also recommend that the utility trenches be visually inspected during the excavation process to ensure that undesirable fill that was not detected by the test borings does not exist at the site. This office should be notified immediately if any such fill is detected.

Utility lines connected to the structure may experience differential movement in response to changing moisture conditions in expansive soil. These movements may result in damage to the lines, especially at connections. Flexible connections or oversized penetration sleeves are recommended to account for potential differential movement between the structure and utilities.

Utility excavations should be sloped so that water within excavations will flow to a low point away from the active construction where it can be removed before backfilling. Compaction of bedding material should not be water jetted. Compacted backfill above the utilities should be on-site clays to limit the percolation of surface water. Utility trenches extending under structures should include fat clay or concrete cut-off collars at the perimeter/edge to prevent the transmission of water along trench lines.

6.2 Exterior Flatwork

Concrete flatwork should include high tensile steel reinforcement to reduce the formation and size of cracks. Flatwork should also include frequent and regularly spaced expansion/control joints and dowels to limit vertical offsets between neighboring flatwork slabs. Structure entrances should either be part of the structure or designed to tolerate vertical movement without inhibiting access. The moisture content of the subgrade should be maintained up to the time of concrete placement. If subgrade soils are allowed to dry below the levels recommended herein, additional moisture conditioning of the soils may be required. These recommendations are intended to reduce possible distress to exterior flatwork but will not prevent movement and/or vertical offsets between slabs.

6.3 Surface Drainage

Proper drainage is critical to the performance and condition of the structure foundation and flatwork. Positive surface drainage should be provided that directs surface water away from the structure and flatwork. Where possible, we recommend that the exterior grades slope away from foundations at the rate of five (5) percent in the first five (5) feet, and preferably ten (10) feet away. The slopes should direct water away from the structure, and these grades should be maintained throughout construction and the life of the structure.

The location of gutter downspouts, and other features, should be designed such that these items will not create moisture concentrations at or beneath the structure or flatwork. Downspouts should discharge well away from the structure and should not be allowed to erode surface soil.

The potential for moisture-induced structure distress can be positively addressed by constructing continuous exterior flatwork that extends to the structure line. Where this occurs, the joints created at the interface of the flatwork and structure line should be sealed with a flexible joint sealer to prevent the infiltration of water. Open cracks that may develop in the flatwork should also be sealed. The joint and any cracks that develop should be resealed as they become apparent and should be part of a periodic inspection and maintenance program.

However, we understand that sidewalks are not always practical or desired around the full perimeters of some facilities. Where landscaping will be present adjacent to structure perimeters, diligent post-construction maintenance should be employed to prevent excessive wetting or drying of those adjacent soils.

6.4 Landscaping

Landscaping against and around the exterior of the structure can adversely affect subgrade moisture resulting in localized differential movements if not properly maintained. If used, landscaping should be kept as far away from the foundation as possible, and positive drainage away from the structure should be designed, constructed, and maintained. Landscaping elements (such as edging) should not prohibit or slow the drainage of water that could result in water ponding next to foundations or edges of flatwork. When feasible, irrigation lines and heads should not be placed in close proximity to the foundation to prevent the collection of water near the foundation or flatwork, particularly in the event of leaking lines or sprinkler heads.

Trees (if planned) should not be placed in proximity to the structure or movement sensitive flatwork, as trees are known to cause in localized soil shrinkage due to desiccation of the soil by the root system, possibly leading to differential movements of the structure. The desiccation zone varies by a tree, but trees should not be planted closer to structures than the mature tree height. To the extent practical, it is recommended that trees scheduled for removal (where required) in the vicinity of the proposed structure and pavements be removed as far in advance of slab construction as possible, ideally by several months or

longer. This will tend to restore a more favorable soil moisture equilibrium which will, in turn, tend to minimize the potential for greater than anticipated post-construction ground movements. A moist but not overly wet soil condition should be maintained at all times in all landscaped areas near the structure after construction to minimize soil volume changes caused by changing soil moisture conditions.

6.5 Site Grading

Expansive clay cut and fill slopes should be gentle and preferably should not exceed 4 horizontals to 1 vertical (4H: 1V).

6.6 Excavations and Excavation Difficulties

The weathered shale present at the site below the overburden soils can be hard. Difficult drilling and excavation should be anticipated within and through the weathered shale. Appropriate hard rock excavation equipment will be required to excavate the shale strata, such as heavy, tracked single-tooth ripper, wheel trencher, hoe-ram, or possibly chain cutter. Such heavy equipment should be sufficient size and weight to excavate through the hard layers to reach the desired bearing elevations.

Excavations greater than 5 feet in height/depth should be in accordance with OSHA 29CFR 1926, Subpart P. Temporary construction slopes should incorporate excavation protection systems or should be sloped back. Where the excavation does not extend close to proposed structure lines, these areas may be laid back. Where space allows, temporary slopes should be sloped at 1 horizontal to 1 vertical (1H:1V) or flatter. Excavations in weathered shale can often be excavated as steep as $\frac{1}{2}$ to $\frac{3}{4}$ H:1V .

Where excavation slopes greater than five (5) feet in height cannot be laid back, these areas will require installation of a temporary retention system or shoring to protect the existing construction, restrain the subsurface soils and maintain the integrity of the excavation. We recommend that monitoring points be established around the retention system and that these locations be monitored during and after the excavation activities to confirm the integrity of the retention system.

The slopes and temporary retention system should be verified by and designed by the contractor's engineer and should not be surcharged by traffic, construction equipment, or permanent structures. The slopes and temporary retention system should be adequately maintained and periodically inspected to ensure the safety of the excavation and surrounding property.

7.0 SEISMIC CONSIDERATIONS

The seismic site classification is based on the 2018 International Building Code (IBC) and is a classification of the site based on the type of soils encountered at the site and their engineering properties. Based on the general geologic information gathered in accordance with Table 20.3-1 of ASCE 7-10, we recommend that Soil Site Class "C" be used at this site.

8.0 LIMITATIONS

The professional geotechnical engineering services performed for this project, the findings obtained, and the recommendations prepared were accomplished in accordance with currently accepted geotechnical engineering principles and practices.

Variations in the subsurface conditions are noted at the specific boring locations for this study. As such, all users of this report should be aware that differences in depths and thicknesses of strata encountered can vary around the boring location. Statements in the report as to subsurface conditions across the site are extrapolated from the data obtained at the specific boring location. The number and spacing of the exploration borings were chosen to obtain geotechnical information for the design and construction of a lightly loaded flagpole structure. If there are any conditions differing significantly from those described herein, Geotex should be notified to re-evaluate the recommendations contained in this report.

Recommendations contained herein are not considered applicable for an indefinite period of time. Our office must be contacted to re-evaluate the contents of this report if construction does not begin within a one-year period after completion of this report.

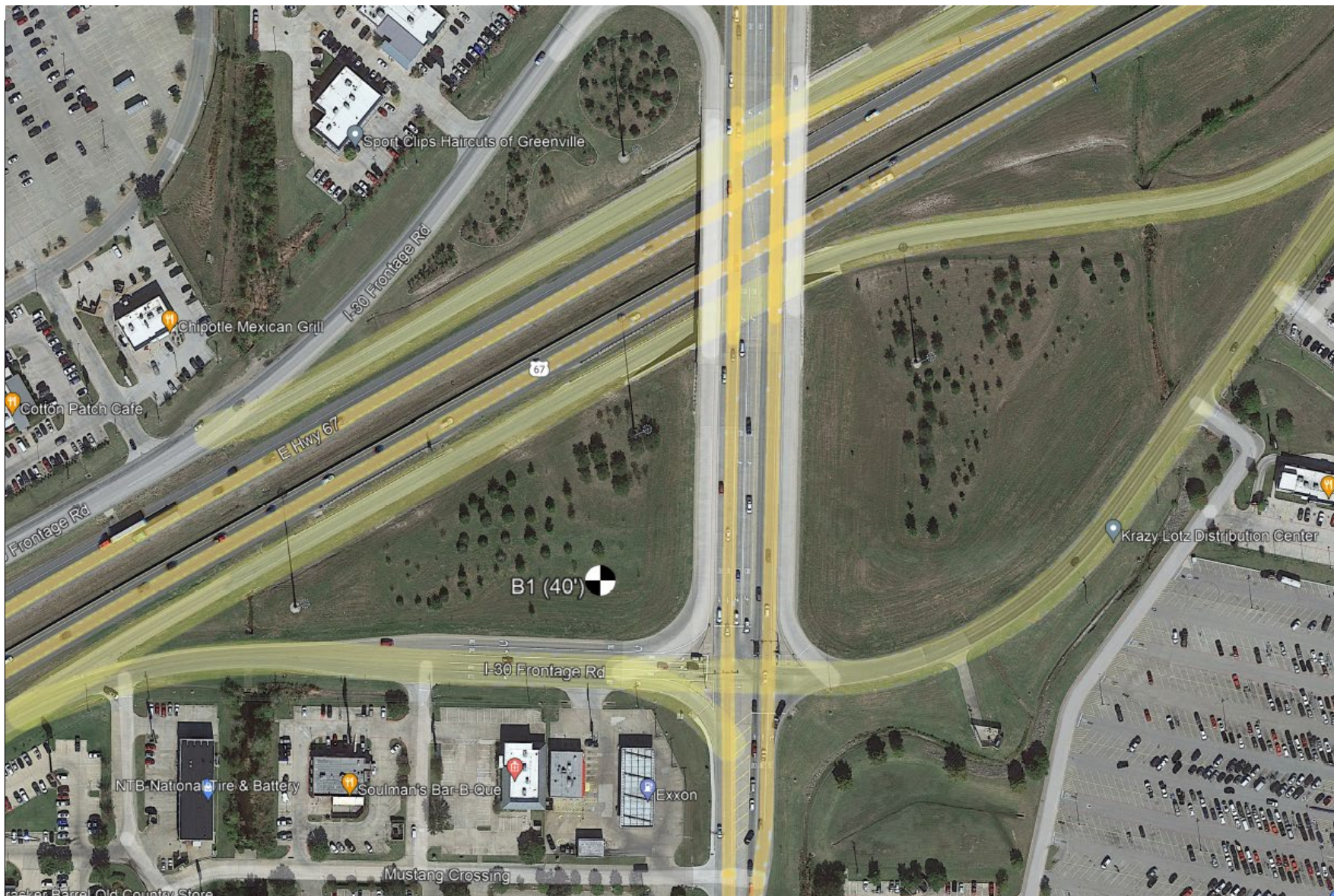
The scope of services provided herein does not include an environmental assessment of the site or investigation for the presence or absence of hazardous materials in the soil, surface water, or groundwater.

All contractors referring to this geotechnical report should draw their own conclusions regarding excavations, construction, etc. for bidding purposes. Geotex is not responsible for conclusions, opinions or recommendations made by others based on these data. The report is intended to guide preparation of project specifications and should not be used as a substitute for the project specifications.

Recommendations provided in this report are based on our understanding of information provided by the Client to us regarding the scope of work for this project. If the Client notes any differences, our office should be contacted immediately since this may materially alter the recommendations.

This report has been prepared for the exclusive use of our client for specific applications to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Geotex reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX A - BORING LOGS AND SUPPORTING DATA



****BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY****

LITHOLOGIC SYMBOLS

ARTIFICIAL		Asphalt
		Aggregate Base
		Concrete
		Fill
SOIL		CH: High Plasticity Clay
		CL: Low Plasticity Clay
		GP: Poorly-graded Gravel
		GW: Well-graded Gravel
		SC: Clayey Sand
		SP: Poorly-graded Sand
ROCK		SW: Well-graded Sand
		Limestone
		Mudstone
		Shale
		Sandstone
		Weathered Limestone
		Weathered Shale
		Weathered Sandstone

CONSISTENCY OF SOILS

CONSISTENCY: FINE GRAINED SOILS		
Consistency	SPT (blowcounts)	PP (tsf)
Very Soft	0 - 2	< 0.25
Soft	3 - 4	0.25 - 0.5
Medium Stiff	5 - 8	0.5 - 1.0
Stiff	9 - 15	1.0 - 2.0
Very Stiff	16 - 30	2.0 - 4.0
Hard	> 30	> 4.0

CONDITION OF SOILS

CONDITION: COARSE GRAINED SOILS			
Condition	SPT (blowcounts)	TCP (values)	Relative Density (%)
Very Loose	0 - 4	< 8	0 - 15
Loose	5 - 10	8 - 20	15 - 35
Medium Dense	11 - 30	20 - 80	35 - 65
Dense	31 - 50	80 - 5 in./100	65 - 85
Very Dense	> 50	0 in. - 5 in./100	85 - 100

SECONDARY COMPONENTS

QUANTITY DESCRIPTORS	
Trace	< 5% of sample
Few	5% to 10%
Little	10% to 25%
Some	25% to 35%
With	> 35%

RELATIVE HARDNESS OF ROCK MASS

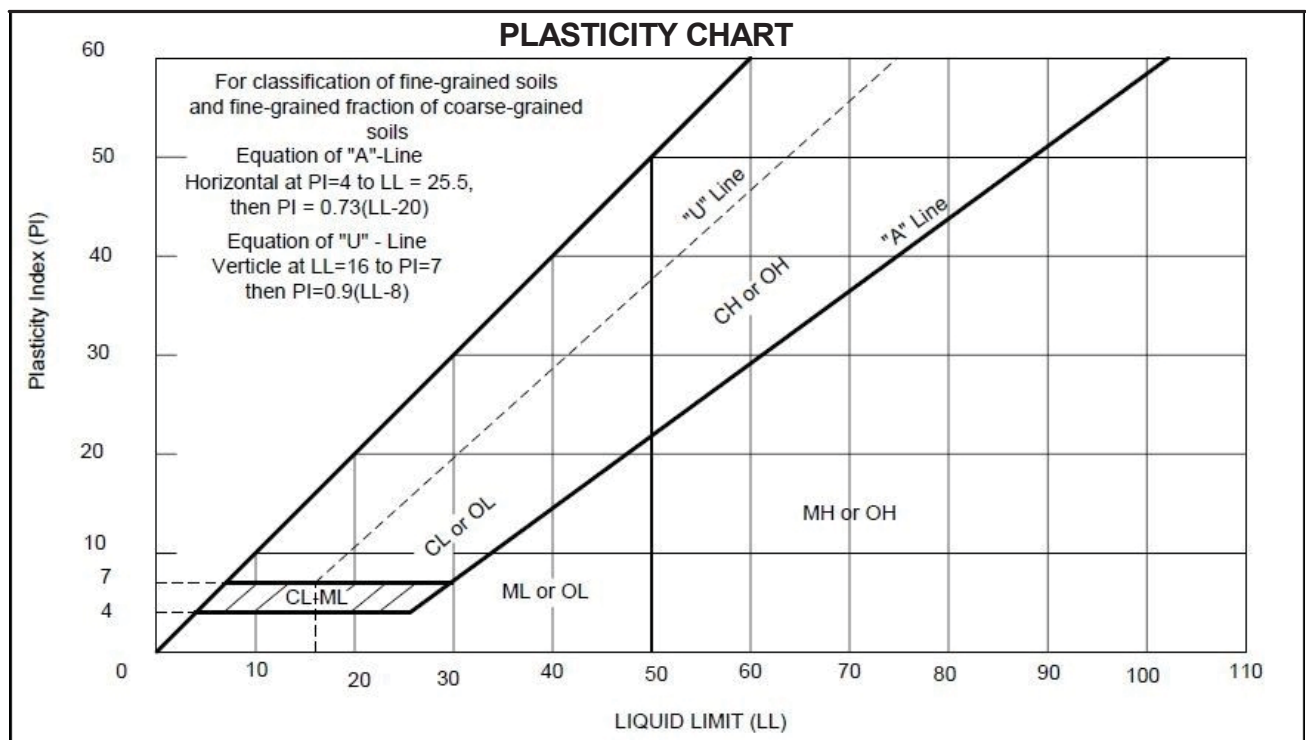
Designation	Description
Very Soft	Can be carved with a knife. Can be excavated readily with point of pick. Pieces 1" or more in thickness can be broken by finger pressure. Readily scratched with fingernail.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows with the pick point. Small, thin pieces can be broken by finger pressure.
Medium Hard	Can be grooved or gouged 1/4" deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1" maximum size by hard blows with the point of a pick.
Moderately Hard	Can be scratched with knife or pick. Gouges or grooves 1/4" deep can be excavated by hard blow of the point of a pick. Hand specimens can be detached by a moderate blow.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach a hand specimen.
Very Hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows from a hammer or pick.

WEATHERING OF ROCK MASS

Designation	Description
Fresh	No visible sign of weathering
Slightly weathered	Penetrative weathering on open discontinuity surfaces, but only slight weathering of rock material
Moderately weathered	Weathering extends throughout rock mass, but the rock material is not friable
Highly weathered	Weathering extends throughout rock mass, and the rock material is partly friable
Completely weathered	Rock is wholly decomposed and in a friable condition but the rock texture and structure are preserved
Residual Soil	A soil material with the original texture, structure, and mineralogy of the rock completely destroyed

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS				GROUP SYMBOL	GROUP NAME
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS RETAINED ON THE NO. 200 SIEVE	GRAVELS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS	$Cu \geq 4$ and $1 \leq Cc \leq 3$	GW	WELL-GRADED GRAVEL
		(LESS THAN 5% FINES)	$Cu < 4$ and/or $[Cc < 1$ or $Cc > 3]$	GP	POORLY-GRADED GRAVEL
		GRAVELS WITH FINES	Fines classify as ML or MH	GM	SILTY GRAVEL
		(MORE THAN 12% FINES)	Fines classify as CL or CH	GC	CLAYEY GRAVEL
	SANDS MORE THAN 50% OF COARSE FRACTION PASSING THE NO. 4 SIEVE	CLEAN SANDS	$Cu \geq 6$ and $1 \leq Cc \leq 3$	SW	WELL-GRADED SAND
		(LESS THAN 5% FINES)	$Cu < 6$ and/or $[Cc < 1$ or $Cc > 3]$	SP	POORLY-GRADED SAND
		SANDS WITH FINES	Fines classify as ML or MH	SM	SILTY SAND
		(MORE THAN 12% FINES)	Fines classify as CL or CH	SC	CLAYEY SAND
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL PASSES THROUGH THE NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50	INORGANIC	PI > 7 and plots on or above "A" line	CL	LEAN CLAY
			PI < 4 or plots below "A" line	ML	SILT
		ORGANIC	$\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$	OL	ORGANIC CLAY ORGANIC SILT
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50	INORGANIC	PI plots on or above "A" line	CH	FAT CLAY
			PI plots below "A" line	MH	ELASTIC SILT
		ORGANIC	$\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$	OH	ORGANIC CLAY ORGANIC SILT
HIGHLY ORGANIC SOILS	PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR			PT	PEAT



DRILLED BY: Markevian Smith (Geotex)

Page 105 of 149

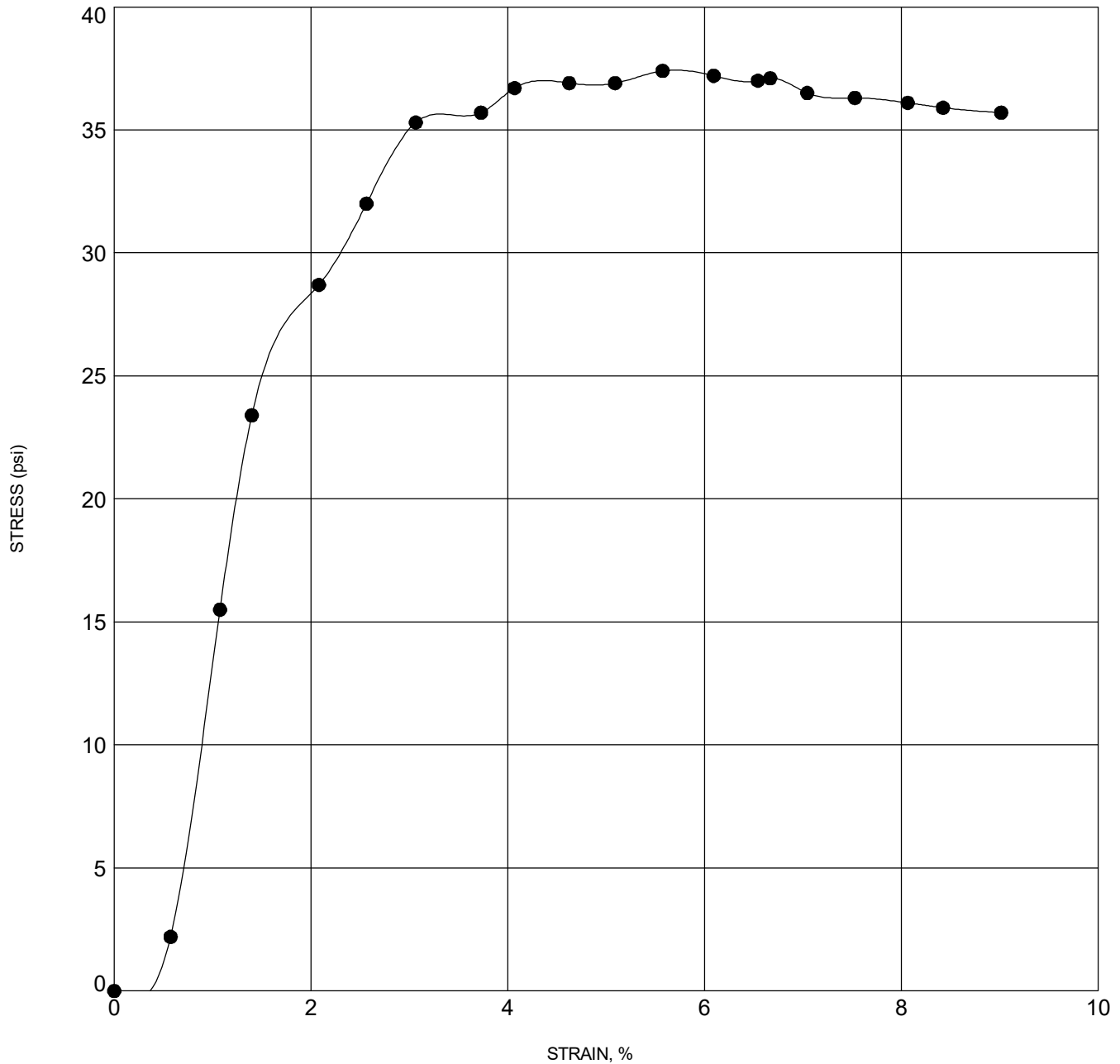
UNCONFINED COMPRESSION TEST

PROJECT: IH 30 and Wesley St Flagpole

CLIENT: MTG Stovall Engineers and Surveyors

PROJECT NUMBER: G23-2339

LOCATION: Greenville, TX



Borehole	Depth	Description	Compressive Strength (psi)	γ_d (pcf)	MC%
● B1	19.0	FAT CLAY (CH); stiff to very stiff; brown, dark brown, dark gray	37.1	92.6	29.9

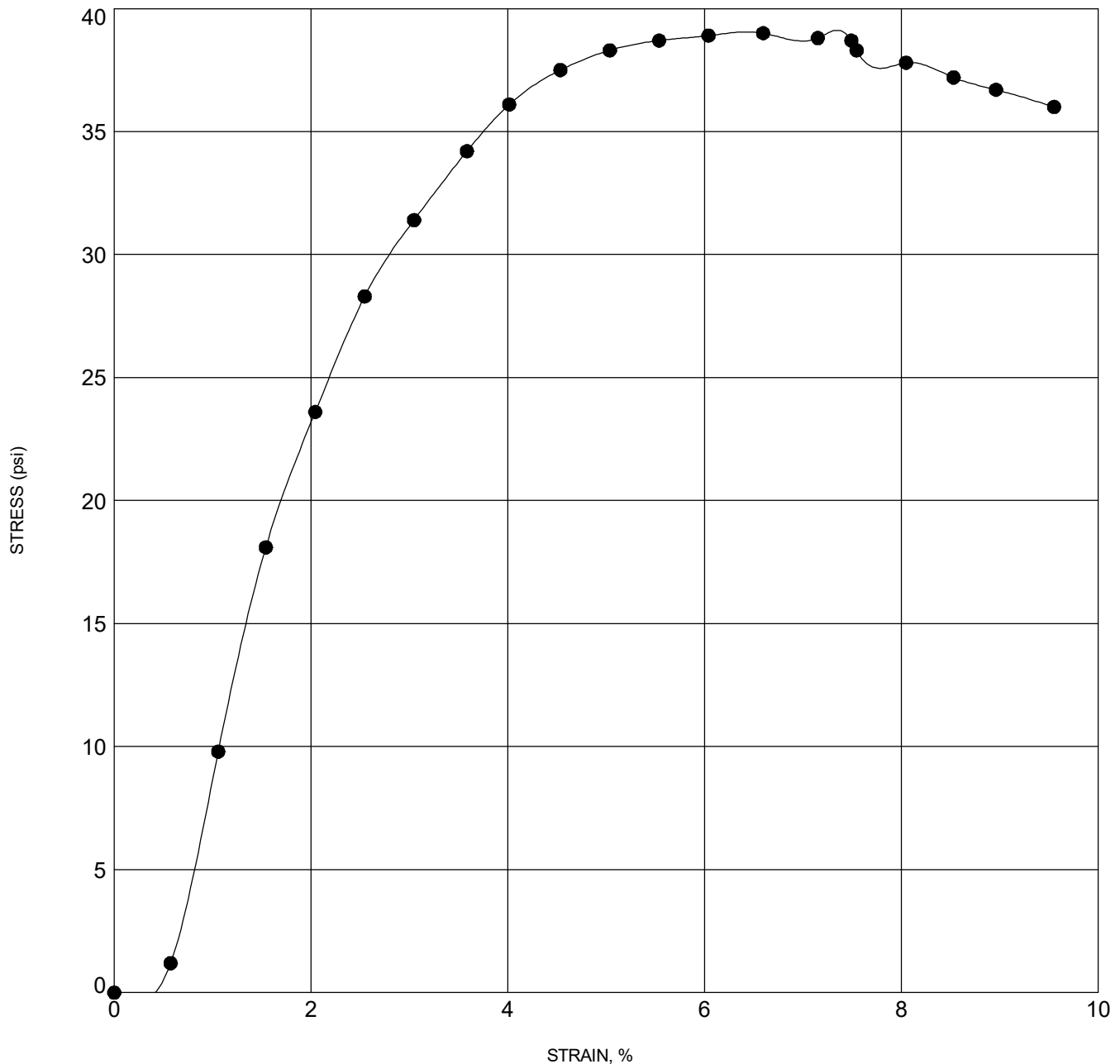
UNCONFINED COMPRESSION TEST

PROJECT: IH 30 and Wesley St Flagpole

CLIENT: MTG Stovall Engineers and Surveyors

PROJECT NUMBER: G23-2339

LOCATION: Greenville, TX



Borehole	Depth	Description	Compressive Strength (psi)	γ_d (pcf)	MC%
● B1	29.0	FAT CLAY (CH); stiff to very stiff; brown, dark brown, dark gray	38.7	88.0	32.1

SOLUBLE SULFATE CONTENT RESULTS

TEX 145-E

PROJECT: IH 30 and Wesley St Flagpole

PROJECT NUMBER: G23-2339

CLIENT: MTG Stovall Engineers and Surveyors

LOCATION: Greenville, TX

Boring Number:	Depth (feet):	Soil Description	Soluble Sulfate Content (ppm)
B1	14-15	FAT CLAY (CH); stiff to very stiff; brown, dark brown, dark gray	5520

APPENDIX B - GENERAL DESCRIPTION OF PROCEDURES

ANALYTICAL METHODS TO PREDICT MOVEMENT

INDEX PROPERTY AND CLASSIFICATION TESTS

Index property and classification testing is perhaps the most basic, yet fundamental tool available for predicting potential movements of clay soils. Index property testing typically consists of moisture content, Atterberg Limits, and Grain-size distribution determinations. From these results a general assessment of a soil's propensity for volume change with changes in soil moisture content can be made.

Moisture Content

By studying the moisture content of the soils at varying depths and comparing them with the results of Atterberg Limits, one can estimate a rough order of magnitude of potential soil movement at various moisture contents, as well as movements with moisture changes. These tests are typically performed in accordance with ASTM D2216.

Atterberg Limits

Atterberg limits determine the liquid limit (LL), plastic limit (PL), and plasticity index (PI) of a soil. The liquid limit is the moisture content at which a soil begins to behave as a viscous fluid. The plastic limit is the moisture content at which a soil becomes workable like putty, and at which a clay soil begins to crumble when rolled into a thin thread (1/8" diameter). The PI is the numerical difference between the moisture constants at the liquid limit and the plastic limit. This test is typically performed in accordance with ASTM D4318.

Clay mineralogy and the particle size influence the Atterberg Limits values, with certain minerals (e.g., montmorillonite) and smaller particle sizes having higher PI values, and therefore higher movement potential.

A soil with a PI below about 15 to 18 is considered to be generally stable and should not experience significant movement with changes in moisture content. Soils with a PI above about 30 to 35 are considered to be highly active and may exhibit considerable movement with changes in moisture content.

Fat clays with very high liquid limits, weakly cemented sandy clays, or silty clays are examples of soils in which it can be difficult to predict movement from index property testing alone.

Grain-size Distribution

The simplest grain-size distribution test involves washing a soil specimen over the No. 200 mesh sieve with an opening size of 0.075 mm (ASTM D1140). This particle size has been defined by the engineering community as the demarcation between coarse-grained and fine-grained soils. Particles smaller than this size can be further distinguished between silt-size and clay-size particles by use of a Hydrometer test (ASTM D422). A more complete grain-size distribution test that uses sieves to relative amount of particles according is the Sieve Gradation Analysis of Soils (ASTM D6913). Once the characteristics of the soil are determined through classification testing, a number of movement prediction techniques are available to predict the potential movement of the soils. Some of these are discussed in general.

14805 Trinity Boulevard, Fort Worth, Texas 76155
Geotechnical 817.529.8464 Corporate 903.420.0014
www.geotex-engineering.com
Texas Engineering Firm Registration # F-12796
Oklahoma Engineering Firm Certificate of Authorization CA 7181



CITY OF GREENVILLE
GREENVILLE TEXAS FLAG POLE
2026-RFP-061

Bids will be accepted until 3:00 P.M. local time on May 26, 2026

Bid responses can be submitted through <https://procurement.opengov.com/portal/greenvilletx> or by mail to PO Box 1049, Greenville, TX 75401. Bid responses may be delivered to the City of Greenville Purchasing Department, 2821 Washington Street, Greenville, TX 75401. All bids must be received in the Finance Office by the time and date mentioned above and clearly marked. Late bids will not be accepted.

Until the final award, the City of Greenville reserves the right to reject any or all bids, to waive technicalities, to readvertise, to proceed otherwise in the best interest of the City.

The City Council will consider the award of the bid at a regular, scheduled meeting at the Municipal Building, or as soon thereafter as may be reasonably convenient.

In accordance with Uniform Commercial Code 2-205, the bid will be irrevocable from the time and date of the bid opening until the bid is accepted or rejected by the City Council.

CITY OF GREENVILLE

To be advertised in the Greenville Herald Banner:

On: May 9, 2026

And: May 16, 2026

ARN: 4339

RESOLUTION NO. 26-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A CONTRACT WITH US FLAG & FLAGPOLE SUPPLY FOR THE INSTALLATION OF A 190' FLAGPOLE AND TEXAS FLAG AT THE NORTHWESTERN INTERSECTION OF IH-30 AND WESLEY STREET (HWY. 34); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city staff began discussions about the installation of a flagpole and Texas flag to represent community support of our state. The City Council approved by Resolution 25-70 an Ad Hoc committee to oversee the project; and

WHEREAS, the city advertised for bids in the *Herald Banner* on May 9, 2026, and again on May 16, 2026. Bids were opened on Tuesday, May 26, 2026, and no bids were received; and

WHEREAS, city staff reached out to the previous vendor that installed the American Flagpole and Flag at the Southwestern side of the intersection; and

WHEREAS, the City Council of the City of Greenville believes it to be in the best interest of the citizens of Greenville to accept the bid from US Flag and Flagpole Supply for the installation of a 190' Flagpole and Texas Flag to be located at the Northwestern Intersection of IH-30 and Wesley Street (HWY 34); and

WHEREAS, the City Council authorizes the City Manager to execute all documents related to a contract with US Flag and Flagpole Supply for the Flagpole project.

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

SECTION 1. It is hereby found and determined that the City Council award the contract for the installation of a 190' Flagpole and Flag to:

US Flag and Flagpole Supply
3913 Cross Bend Road
Plano, Texas
in the amount of \$307,363.

SECTION 2. US Flag and Flagpole Supply of Plano, Texas submitted the only bid of \$307,363.

SECTION 3. The Greenville Board of Development has budgeted \$200,000 for the project. Additional \$100,000 in Funds will be available in Account No. 160-1-451100-55012-0000. The remaining balance of \$7,363 will be funded with savings from the American Flag Project.

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 holding 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.

PASSED AND APPROVED, this the 14th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 8F

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on a resolution approving a Street Lighting Service Agreement with ONCOR Electric Delivery Company LLC (*Summer Spurlock, City Manager*)

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

6.3.17 Agreement for Street Lighting Service

AGREEMENT FOR STREET LIGHTING SERVICE

BY AND BETWEEN

Greenville, Texas

A City

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

January 13th 2025

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

Sheet: 17
Page 2 of 7
Revision: Three

**AGREEMENT FOR STREET LIGHTING SERVICE
BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND
[INSERT NAME]**

Greeville ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

- 1. Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
 - a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;
 - b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.
 - c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.
- 2. Term and Termination.** Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the 13th day of January, 20 25, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.
 - (a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
 - (b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
 - (c) If Customer purchases Facilities owned by Company.
- 3. Contribution-In-Aid-Of-Construction.** Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

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contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

4. Service Subject to Company's Tariff. This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

5. Material Change. In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

6. Type of Service and Applicable Rate Schedule. The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

7. Installation/Construction. All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

8. Relocation of Facilities. Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

9. Billing and Payment. Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

10. No Delegation of Authority. Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: May 1, 2023

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Revision: Three

11. Obstructions. Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

12. Outages. To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: <http://oncorstreetlight.com>

Telephone: 1-888-313-4747

13. Permits. Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

14. Notice. Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

City of Greenville

2821 Washington Street

Greenville, TX 75401

Company:

STAKEHOLDER OPERATIONS

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

15. Prior Agreements for Street Lighting Service. This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

Sheet: 17
Page 5 of 7
Revision: Three

This Agreement is effective this 13 day of January, 20 25.

[[INSERT CUSTOMER NAME]]

BY:

(TITLE)

(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

(TITLE)

(DATE)

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

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Revision: Three

EXHIBIT "A"

WR Number: _____

**SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND _____
DATED _____**

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this _____ day of _____, 20____, by ONCOR Electric Delivery Company LLC and _____, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

Request for Street Lighting Service dated _____, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Title: _____

Date: _____

[[INSERT CUSTOMER NAME]]

By: _____

Title: _____

Date: _____

*For CIAC purposes only pursuant
to Section (4) above.*

[[INSERT CUSTOMER'S AGENT'S NAME]]

By: _____

Title: _____

Date: _____

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: **A**-Addition **R**-Removal **RL**-Relocation **S**-Service (Schedule D - Only)

[illegible]

Comments:

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of \$_____.
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number(s): _____

Date: _____



City Council Agenda Item Report

July 14, 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 - June 23, 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
Larry P. Davis	Place 4
Ben Collins	Place 5
Kenneth Freeman	Place 6

**Work Session Agenda
June 23, 2026 Minutes
4:00 PM**

1. Call to Order

Mayor Jerry Ransom called the work session to order at 4:00 p.m. and noted for the record that the following Council Members were present: Ramon Rodriguez, Mayor Pro Tem T.J. Goss, Philip Spencer, Larry Davis, and Kenneth Freeman. Councilmember Ben Collins arrived at 4:25 p.m.

A quorum was established. Also, present were City Manager Summer Spurlock, and City Secretary Carla Oldacre

2. Items to be Discussed

A. Public Works

Engineering (*Summer Spurlock, City Manager*)

City Manager Summer Spurlock presented the Engineering Department Budget due to the current vacancy of an Engineer at this time.

B. Public Works

Streets-Traffic (*Benny Rico*)

Benny Rico, Streets/Traffic Superintendent, presented a detailed overview of the FY26-27 Traffic/Streets division budget.

C. Public Works

Water Treatment Plant (*Robert Burney*)

Robert Burney, Water Treatment Plant Superintendent, presented a detailed overview of the FY26-27 Water Treatment Plant budget.

D. Public Works

Utilities (*Tony Ortega*)

Tony Ortega, Utilities Superintendent, presented a detailed overview of the FY26-27 utilities division budget.

E. Public Works

Wastewater Treatment Plant (*Sue Dunn*)

Sue Dunn, Wastewater Superintendent, presented a detailed overview of the FY26-27 Wastewater department budget.

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 Work Session adjourned at 4:43 PM. into executive session by unanimous consent of the City Council present. Those in attendance at the Executive session were: Mayor Ransom, Mayor Pro Tem Goss, Councilmembers Rodriguez, Spencer, Davis, Collins and Freeman.

The executive session ended at 5:52 p.m. with all in attendance returning to open session.

5. Adjourn

The City Council Work Session adjourned at 5:52 PM. by unanimous consent of the City Council present.



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
Larry P. Davis	Place 4
Ben Collins	Place 5
Kenneth Freeman	Place 6

**Regular Session Agenda
June 23, 2026 Minutes
6:00 PM**

1. Call to Order

Mayor Jerry Ransom called the meeting to order at 6:03 p.m. and noted for the record that the following Council Members were present: Ramon Rodriguez, Mayor Pro Tem T.J. Goss, Philip Spencer, Larry Davis, 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. Travis Chappell, Pastor of Discipleship - Ridgecrest Church
Travis Chappell, Pastor of Discipleship, Ridgecrest Church offered the invocation.

3. Pledge of Allegiance

Mayor Ransom led the Pledge of Allegiance.

4. Presentations

A. Police Department Sponsored "Kid's Camp" - (Chris Smith, Chief of Police)

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.
Ken Terrell - 2001 Benton Lane, Greenville. Invited everyone to the Amateur Radio Field Day to be held on Saturday, June 27 and June 28 at the Audie Murphy Museum.

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 authorizing an Agreement with Dunaway for Professional Services for the design of a 24-inch Sewer Gravity Main Extension. *(Summer Spurlock, City Manager)*

Councilmember Rodriguez moved to approve Ordinance 26-015; **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH DUNAWAY FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN, SURVEYING, ELECTRICAL ENGINEERING, CONSTRUCTION ADMINISTRATION, AND CONSTRUCTION INSPECTION OF THE FM 1570 24-INCH SEWER GRAVITY MAIN EXTENSION PROJECT; AUTHORIZING EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$562,308.38; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.** The motion was seconded by Councilmember Freeman. Motion by vote of the Council present. (7-0).

8. Resolutions

- A. Consideration and action on a resolution authorizing an agreement not to exceed \$50,000 with Gradient Leadership Solutions for Finance related support. *(Ben Petty, Administrative Services/Finance Director)*

Mayor Pro Tem Goss moved to approve Resolution 26-96; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, A PROFESSIONAL SERVICES AGREEMENT WITH GRADIENT LEADERSHIP SOLUTIONS FOR EXECUTIVE-LEVEL FINANCIAL AND ACCOUNTING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000); AUTHORIZING EXPENDITURES FROM THE APPROVED PROFESSIONAL SERVICES ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.** The motion was seconded by Councilmember Spencer. Motion was approved by vote of the Council present. (7-0).

- B. Consideration and action on a resolution authorizing a \$70,000 increase to the Whitley Penn purchase order 2026-00256. *(Benjamin Petty, Director of Administrative Services/Finance)*

Mayor Pro Tem Goss moved for the approval of Resolution 26-98: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A \$70,000 INCREASE TO PURCHASE ORDER NO. 2026-00256 WITH WHITLEY PENN LLC FOR ANNUAL AUDIT SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.** Councilmember Davis seconded for the approval. The motion was approved by a unanimous vote of the City Council. (7-0).

- C. Consideration and action on approval to accept and implement Motorola Solutions AI Assist platform for the Greenville Police Department. *(Chris Smith, Chief of Police)*

Councilmember Davis moved for the approval of Resolution 26-97: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE ACCEPTANCE AND IMPLEMENTATION OF THE MOTOROLA SOLUTIONS AI ASSIST PLATFORM FOR THE GREENVILLE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.** Councilmember Collins seconded for the approval. The motion was approved by a unanimous vote of the City Council. (7-0).

- D. Consideration and action on a resolution authorizing an Interlocal Agreement between the City of Wolfe City for public works assistance. *(Chris Harris, Director of Public Works)*

No action was taken on this item.

- E. Consideration and action on a resolution adopting Fiscal Year 2026-2027 City Council Goals. *(Summer Spurlock, City Manager)*

Mayor Pro Tem Goss recommended adding a new goal for FY26-27. The goal to be incorporated as Goal 1 - Financial Responsibility. Mayor Pro Tem Goss moved to approve the FY26-27 Fiscal Year Goals with the addition of a goal related to Financial Responsibility. Resolution 26-93; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, ADOPTING FISCAL YEAR 2026-2027 COUNCIL GOALS; AND SETTING AN EFFECTIVE DATE.** Councilmember Spencer seconded the motion. The motion was approved by a unanimous vote of the City Council. (7-0).

- F. Consideration and action on a resolution approving a standard lease agreement between the City of Greenville and tenants, establishing the terms under which an individual tenant will occupy a single aircraft hangar owned by the City. *(Summer Spurlock, City Manager)*

This item was postponed.

- G. Consideration and action on a resolution granting the City's consent to the inclusion of the city's ETJ within the proposed Hunt County Emergency Services District No. 2. *(Daniel Ray, City Attorney)*

Councilmember Rodriguez moved for the approval of Resolution 26-100: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, GRANTING THE WRITTEN CONSENT OF THE CITY, PURSUANT TO SECTION 775.024 OF THE TEXAS HEALTH AND SAFETY CODE, TO THE INCLUSION OF TERRITORY WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION IN THE PROPOSED HUNT COUNTY EMERGENCY**

SERVICES DISTRICT NO. 2; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE. Councilmember Davis seconded. The motion was approved by a unanimous vote of the City Council. (7-0).

9. Consent Calendar

Councilmember Collins moved; Mayor Pro Tem Goss seconded for the approval of the Consent Agenda. Motion passed by vote of the City Council present. (7-0).

A. City Council Meeting Minutes - June 9, 2026

10. City Staff/City Council Reports

City Manager Summer Spurlock gave the monthly status update.

A. Monthly Status Update - May 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).

None.

12. Board and Commission Minutes

13. Executive Session

The City Council adjourned into executive at 6:34 p.m. with the Mayor and all City Councilmembers in attendance. Also, in attendance were the City Manager, City Attorney and the City Secretary.

Executive session adjourned at 6:40 p.m. with all in attendance returning to open 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 and CAD appeal; Airport Hangar lease; FM1570 lift station damage suit; Rios vs. City; Hunt County Emergency Services District petitions; Litigation update; Altura Annexation; Animal Shelter rates; 30.06 and 30.07 Signs; "Texas Women's Privacy Act"; Ordinance 25-027.*

14. Take action on any item discussed in Executive Session

The City Council meeting returned to open session at 6:40 p.m. Councilmember Collins moved for the approval of a purchase of easement rights from CNH Industrial America, LLC (Formerly known as Case Corporation) for a 1.109-acre easement parcel for the city's Ridgecrest Road Water Line project associated damages; that the purchase price be paid in the amount of \$27,000; and that the City Manager be empowered to finalize the purchase of that easement and closing of that transaction. Councilmember Rodriguez seconded the motion . The motion was approved by unanimous consent of the City Council. (7-0).

15. Adjourn

The City Council meeting adjourned at 6:41 p.m.

Carla Oldacre, City Secretary

Jerry J. Ransom, Mayor



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 9B

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Resolution reappointing a member to serve on the Texas Municipal Power Agency (TMPA) Board of Directors.*(Summer Spurlock, City Manager)*

1. Background/History:

The Texas Municipal Power Agency (TMPA) is the consortium of four cities who own the Gibbons Creek Power Plant in south Texas. The four cities are Garland, Denton, Bryan, and Greenville. Each city has two representatives who serve on the Board of Directors. Greenville's two current representatives are Sue Ann Harting and Summer Spurlock. Sue Ann Harting's term will expire July 18, 2026 and a reappointment is needed.

2. Findings/Current Activity

Section 150 of the City Charter of the City of Greenville states that "the Board shall make a recommendation to the City Council concerning the appointment of Directors to such joint powers' agency, and it shall be the duty of any Director of such joint powers agency appointed by the Council to consult with the Board concerning the System." Two members are appointed to the TMPA Board by each TMPA city and members serve two-year terms.

Sue Ann Harting and Summer Spurlock currently represent Greenville on the TMPA Board of Directors. The GEUS Board approved the reappointment of Sue Ann Harting for a 2-year term at the June 18, 2026, meeting, by Resolution 26-40. This 2-year term will expire on July 18, 2028.

3. Financial Impact/Account No.

N/A

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 reappointing Sue Ann Harting to the Board of Directors of the Texas Municipal Power Agency (TMPA).

GEUS BOARD OF TRUSTEES
June 18, 2026

RESOLUTION 26-40

**RECOMMEND TO THE CITY COUNCIL A NOMINEE
TO SERVE ON THE TMPA BOARD OF DIRECTORS**

BACKGROUND: Section 150 of the City Charter of the City of Greenville states that “the Board shall make a recommendation to the City Council concerning the appointment of Directors to such joint powers agency, and it shall be the duty of any Director of such joint powers agency appointed by the Council to consult with the Board concerning the System.” Each of the TMPA cities appoints two members to the TMPA Board. Members of the TMPA Board serve two-year terms. Sue Ann Harting and Summer Spurlock currently represent Greenville on the TMPA Board.

DISCUSSION OR DESCRIPTION: Sue Ann Harting’s term on the TMPA Board will expire July 18, 2026.

COMPARISON OF ALTERNATIVES: N/A

BUDGET IMPACT: N/A

RECOMMENDATION: It is recommended that Sue Ann Harting be nominated to serve a two-year term on the TMPA Board of Directors beginning July 18, 2026.

BOARD ACTION: Karen Bates made a motion to approve. Seconded by Holly Gotcher. The vote was unanimous in favor of approval. Motion carried.



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

April 22, 2026

Mrs. Summer Spurlock, City Manager
City of Greenville
P.O. Box 1049
Greenville, TX 75403

RE: TMPA Board Member Appointment

Dear Ms. Spurlock:

Our records indicate that Sue Ann Harting's term as a Member of the Board of Directors of the Texas Municipal Power Agency expires on July 18, 2026. The City of Greenville will need to reinstate Mrs. Harting or select a new member to serve for the next 2-year term.

After the City Council reaches a decision on this matter, please send me a certified ordinance, certified resolution, or certified meeting minutes specifying the person selected to represent your City on the TMPA Board of Directors.

Your cooperation is appreciated.

Sincerely,

Susie Johnson
Assistant Secretary
TMPA Board of Directors

Cc: Sue Ann Harting
Mark Stapp



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

City of Greenville
Ms. Summer Spurlock, City Manager
2821 Washington St.
Greenville, TX 75403

Sue Ann Harting
1618 Park Street
Greenville, TX 75401

GEUS
ATTN: Mark Stapp
6000 Joe Ramsey
Greenville, TX 75402



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 9C

Contact: Carla Oldacre, City Secretary

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

Contact Phone: (903)457-3121

Subject: Resolution appointing/reappointing members to the Airport Advisory Board.
(Mayor Ransom)

1. Background/History:

On May 14, 2024, the City Council re-established the Airport Advisory Board by adopting Resolution No. 24-49, which created the Board and established staggered terms for its members.

2. Findings/Current Activity

The Resolution established a five-member board with members serving three-year terms and a limit of two consecutive terms unless extended by the City Council. To create staggered terms, the initial appointments for Places 3, 4, and 5 were for two-year terms, which expired on June 30, 2026. Reappointments or new appointments to these positions will be for full three-year terms ending June 30, 2029.

Current Members of the Airport Advisory Board appointed by Resolution 24-65 on June 25, 2024 are as follows:

Place 1 - Dale Crumpton (exp. 06/30/2027)
Place 2 - Charles Meador (exp. 06/30/2027)
Place 3 - Vacant (Dennis Mathis) exp. 06/30/2026
Place 4 - Kacey Dudenhoeffer (exp. 06/30/2026)
Place 5 - Brad Smith (exp. 06/30/2026)

The airport advisory board sub-committee members are: Mayor Ransom, Mayor Pro Tem Goss and Councilmember Ramon Rodriguez.

3. Financial Impact/Account No.

N/A

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

Appointment to this board at the discretion of the Mayor/Council.



City Council Agenda Item Report

July 14, 2026

Agenda Item No. 9D

Contact: Robert Burney, Water Plant Superintendent

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

Contact Phone: 903-457-3212

Subject: Consideration and action on a resolution authorizing release of retainage of 1% for completion of the installation of approximately 20 miles (105,640 LF) of 36" Fusible PVC pipe for the Raw Water line and Lake Tawakoni Raw Water Intake Parallel Header.
(Robert Burney, Water Treatment Plant Superintendent)

1. Background/History:

The City Council made the decision in 2021 to sell Certificates of Obligations in the amount of \$50 million for the replacement of the Raw Water Line which is the City's only source of water. The pre-purchase of the pipe is complete and allowed Aegion/Underground Solutions (USGI) to take full advantage of the entire project potential and negotiate the best rate with the extruders. Pre-purchasing also minimized the potential of future market increases. All pipe has been pre-purchased and installed for approximately 20 miles from the North Water Treatment Plant to Lake Tawakoni. The installation of the dual header at the Lake Tawakoni pump station is also complete.

2. Findings/Current Activity

The Raw Water Main Parallel Pipe Project was advertised for bid on October 7, 2023 and October 14, 2023 in the Greenville Herald Banner. A Pre-Bid Meeting was held on Tuesday, October 17, 2023 at 2821 Washington St. Greenville, TX 75401. Sealed bids were opened on Tuesday October 31, 2023 in Council Chambers at 2821 Washington St. Greenville, TX 75401.

On December 12, 2023 the City Council approved a contract with MH Civil Constructors, Inc. out of Amarillo for a price not to exceed \$32,939,000. A final contract price of \$29,695,335.00 was agreed upon. On August 26, 2025 the City Council authorized Change Order #10 and #11 with MH Civil for the installation of 7,902 LF of 36" Fusible PVC pipe for the Raw Water Line Project to help with the connection of the North Water Treatment Plant to the South Water Treatment Plant in the amount of \$3,186,660.

3. Financial Impact/Account No.

Below is a breakdown of the 1% retainage that would be released for the original

contract price, the City can release the remaining 1% now that the Change Orders are completed:

1. ORIGINAL CONTRACT PRICE.....	\$ \$29,695,335.00
2. Net change by Change Orders.....	\$ \$3,339,565.87
3. Current Contract Price (Line 1 ± 2).....	\$ \$33,034,900.87
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ \$33,034,900.87
5. RETAINAGE:	
a. X \$33,034,900.87 Work Completed.....	\$
b. 5% X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$33,034,900.87
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$32,704,551.86
8. AMOUNT DUE THIS APPLICATION.....	\$ \$330,349.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$

Amount to release for this payment is \$330,349.01 and funds are available in Account No. 216-2-437300-55002-0000 (PW 2203) and will be allocated from the Tawakoni Raw Water Line Replacement Project.

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 (\$330,349.01) for the installation of approximately 20 miles (105,640 LF) of 36" Fusible

PVC pipe for the Raw Water line and Lake Tawakoni Raw Water Intake Parallel Header.

AFFIDAVIT AND COMPLETION CERTIFICATE

STATE OF TEXAS

COUNTY OF Hunt

THAT I, the undersigned being duly sworn, say that I was the Contractor for the performance of certain work entered into the 12th day of December, 2023, between the City of Greenville, Texas (Owner) and MH Civil Constructors, Inc. (Contractor) for construction of the Raw Water Main Parallel Pipe Project.

KNOW ALL MEN BY THESE PRESENTS:

1. The Undersigned further certifies the improvements on the aforementioned project have been fully and satisfactorily completed in conformity with the contract.
2. The Undersigned further certifies that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract and that the wage rates paid by Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
3. The undersigned further certifies that there are no claims of subcontractors or materials suppliers for unpaid bills for labor or materials and supplies furnished in the course of the contract.

CERTIFIED TRUE AND CORRECT

Jonathan Dimas

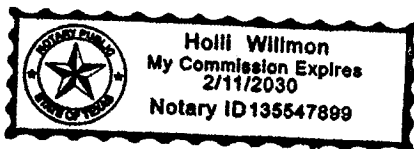
Contractor

STATE OF TEXAS

COUNTY OF Potter

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jose Tellez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29th day of June, AD., 2026.



Hollie Willmon
Notary Public in and for

Potter County, Texas

Project	<u>Raw Water Main Parallel Pipe Project</u>	Project Number
Owner	<u>City of Greenville</u>	
Contractor	<u>MH Civil Constructors, Inc.</u>	<u>2023-14</u>
Construction Manager	<u></u>	<u></u>
Design Professional	<u>Barlett & West</u>	<u></u>

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

Exceptions
None

By 
(signature)

Date 06/29/2026
(date signed)

Name Jonathan Dimas
(typed or printed)

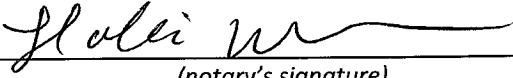
Title Sr. Project Manager
(typed or printed)

Representing MH Civil Constructors Inc.
(typed or printed)

Notary Attest

Sworn to (or affirmed) and subscribed before on June 29, 2026
(month, day, year)

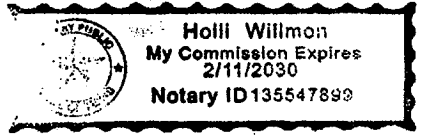
☒ Personally Known ☐ Produced Identification, Type and No. of ID

By 
(notary's signature)

Name Hollie Willmon
(typed or printed)

Notary Public - State of Texas
(typed or printed)

My commission expires February 11, 2030
(expiration date)



(Notary Seal)

Project	Raw Water Main Parallel Pipe Project	Project Number
Owner	City of Greenville	
Contractor	MH Civil Constructors, Inc.	2023-14
Construction Manager		
Design Professional	Barlett & West	

Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which Owner or its property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

Exceptions

None

By 
(signature)

Date 06/29/2026
(date signed)

Name Jonathan Dimas
(typed or printed)

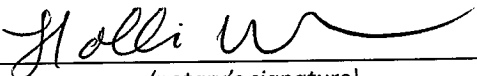
Title Sr. Project Manager
(typed or printed)

Representing MH Civil Constructors, Inc.
(typed or printed)

Notary Attest

Sworn to (or affirmed) and subscribed before on June 29, 2026
(month, day, year)

☒ Personally Known ☐ Produced Identification, Type and No. of ID _____

By 
(notary's signature)

Name Hollie Willmon
(typed or printed)

Notary Public - State of Texas
(typed or printed)

My commission expires February 11, 2030
(expiration date)



(Notary Seal)



WARRANTY LETTER

June 29, 2026

Robert Burney
City of Greenville
2821 Washington St.
Greenville, Texas 75401

rburney@ci.greenville.tx.us

Re: Raw Water Main Parallel Pipe Project

Dear Mr. Burney:

MH Civil Constructors, Inc. hereby warrants all work associated with our scope of work only to be free of workmanship or defects for a period of two (2) year from the substantial complete date of November 18, 2025. A walk-thru is to be conducted 30 days before period ends. This warranty declaration does not include damage influenced from soil subsidence or defects attributed to others.

We appreciate the opportunity to work with you on another successful project. Should you have any questions or concerns regarding this warranty, please advise.

Thank you,

MH CIVIL CONSTRUCTORS, INC.

A handwritten signature in black ink, appearing to read 'Jonathan Dimas', written over a horizontal line.

Jonathan Dimas,
Sr. Project Manager

RESOLUTION 26-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE RELEASE OF ONE PERCENT (1%) RETAINAGE TO MH CIVIL CONSTRUCTORS, INC. FOR THE COMPLETED INSTALLATION OF APPROXIMATELY 20 MILES (105,640 LINEAR FEET) OF 36-INCH FUSIBLE PVC PIPE FOR THE RAW WATER LINE AND LAKE TAWAKONI RAW WATER INTAKE PARALLEL HEADER PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE RELEASE OF RETAINAGE; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenville, Texas, determined in 2021 that the replacement of the City's raw water transmission line was a critical infrastructure project necessary to protect the City's only source of potable water and authorized the issuance of Certificates of Obligation in the amount of Fifty Million Dollars (\$50,000,000) to fund the project; and

WHEREAS, the City strategically pre-purchased approximately twenty (20) miles of 36-inch Fusible PVC pipe to secure favorable pricing, reduce exposure to future market cost increases, and ensure timely completion of the project; and

WHEREAS, the pre-purchased pipe has been successfully installed from the North Water Treatment Plant to Lake Tawakoni, including completion of the dual header installation at the Lake Tawakoni Pump Station; and

WHEREAS, the Raw Water Main Parallel Pipe Project was publicly advertised for bids on October 7, 2023, and October 14, 2023, a mandatory pre-bid meeting was conducted on October 17, 2023, and sealed bids were publicly opened on October 31, 2023, in accordance with applicable procurement requirements; and

WHEREAS, on December 12, 2023, the City Council awarded a contract to MH Civil Constructors, Inc. of Amarillo, Texas, in an amount not to exceed Thirty-Two Million Nine Hundred Thirty-Nine Thousand Dollars (\$32,939,000.00), with a final negotiated contract amount of Twenty-Nine Million Six Hundred Ninety-Five Thousand Three Hundred Thirty-Five Dollars (\$29,695,335.00); and

WHEREAS, on August 26, 2025, the City Council approved Change Orders No. 10 and No. 11 in the amount of Three Million One Hundred Eighty-Six Thousand Six Hundred Sixty Dollars (\$3,186,660.00) for the installation of an additional 7,902 linear feet of 36-inch Fusible PVC pipe to facilitate the connection between the North Water Treatment Plant and the South Water Treatment Plant; and

WHEREAS, the project has now reached substantial completion, including the installation of approximately 20 miles (105,640 linear feet) of 36-inch Fusible PVC pipe and the

Lake Tawakoni Raw Water Intake Parallel Header, and City staff has determined that the work has been completed in accordance with the contract documents and recommends release of the remaining one percent (1%) retainage; and

WHEREAS, the amount of retainage to be released is Three Hundred Thirty Thousand Three Hundred Forty-Nine Dollars and One Cent (\$330,349.01), with funds available in Account No. 216-2-437300-55002-0000 (PW 2203) and allocated from the Tawakoni Raw Water Line Replacement Project; and

WHEREAS, the City Council finds that authorizing the release of retainage and authorizing the City Manager to execute all necessary documents is in the best interest of the City of Greenville.

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

SECTION 1. The City Council hereby authorizes the release of the remaining one percent (1%) retainage to MH Civil Constructors, Inc. in the amount of \$330,349.01 for completion of the installation of approximately 20 miles (105,640 linear feet) of 36-inch Fusible PVC pipe and the Lake Tawakoni Raw Water Intake Parallel Header Project.

SECTION 2. Funding for the release of retainage shall be paid from Account No. 216-2-437300-55002-0000 (PW 2203) and allocated from the Tawakoni Raw Water Line Replacement Project.

SECTION 3. The City Manager is hereby authorized to execute any and all documents necessary to accomplish the release of retainage and to take all actions necessary to carry out the intent of this Resolution.

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. 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 July 14, 2026.

PASSED AND APPROVED, this the 14th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

Municipal Building
2821 Washington Street

Main Street Advisory Board

Place 1 D'Anna Bates
Place 4 Terri Symonds
Place 7 Robert Hall

Place 2 Arlin McCroskie
Place 5 Natalie Pegg
Place 8 Amanda Scott

Place 3 Brad Pletcher
Place 6 Darryll Houston

Agenda
5:15 P.M.**1. Call to Order**

The meeting was called to order at 5:15 pm by Board Chair Robert Hall. Members present were D'anna Bates, Arlin McCroskie, Brad Pletcher, Terri Symonds, Darryll Houston, and Amanda Scott. Members absent were Natalie Pegg. Staff present was Madison Aguinaga.

2. Approval of Minutes – February 5, 2026

D'anna Bates motioned to approve the February 5th minutes, and Brad Pletcher seconded. The motion passed unanimously.

3. Façade Grants & Certificate of Design Compliance

- A.** Consideration and action on awarding Certificate of Design Compliance to Obsidian Barber Lounge – 2404 Stonewall
Information was presented on the mural at 2404 Stonewall Street. Arlin McCroskie motioned to approve the mural and Brad Pletcher seconded. The motion passed unanimously.

4. Items To Be Discussed

- A.** Design Guidelines
Discussion was held about updating our design guidelines.
- B.** Welcome to Downtown Packet
Discussion was held on creating a Welcome Packet for new businesses Downtown. Board members made suggestions on what to add.
- C.** Design Services Site Visit
An update was given regarding Jamie Crawley, the state architect, stopping by for a design services site visit.
- D.** Farmers Market Awning Update
An update that construction has not begun and waiting on an additional bid.
- E.** Downtown Master Plan
An update about the Downtown Master Plan next going to Planning & Zone was given.
- F.** Main Street America Conference
A recap of the conference was given.

5. Adjourn

Being no further business, the Main Street Advisory Board Meeting adjourned at 5:58 pm.



Main Street Advisory Board Chair

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