



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
July 28, 2026
6:00 PM

1. Call to Order

2. Invocation

A. Pastor Reggie Fulenwider, New Beginnings Church

3. Pledge of Allegiance

4. Presentations

A. 2025 Distinguished Budget Presentation Award - Government Finance Officers Association (GFOA) - Ben Petty, Administrative Services, Finance Director (Mayor Ransom)

5. Citizens to be Heard

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

6. Public Hearings

Public Testimony

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

7. Ordinances

A. Consideration of an Ordinance Adopted Concurrently with the Cities of Bryan, Denton, and Garland Approving the Purchase and Exchange of Certain Transmission Assets by the Texas Municipal Power Agency (TMPA) and Providing an Effective Date. (Tyler Hjorth, GEUS General Manager)

- B. Consideration and action on a ordinance awarding annual cemetery mowing services to Earthworks Services LLC for East Mount Cemetery and Makepeace Irrigation LLC d/b/a SMI for Forest Park Cemetery, in a combined annual amount not to exceed \$167,200.00. (Brett Quarles, Director of Parks and Recreation)
- C. Consideration and action on an ordinance acting on an annexation petition from Oak National Development, LLC (Daniel Ray, City Attorney)

8. Resolutions

- A. Consideration and action on a resolution establishing the date, time, and location of the September 8, 2026, Public Hearing for the Fiscal Year 2026-2027 City Budget (Benjamin Petty, Director of Administrative Services and Finance Director)
- B. Consideration and action on a resolution setting September 8, 2026, as the date of the Public Hearing on the Tax Rate and accepting the proposed property tax rate for the Fiscal Year 2026-2027 City Budget (Benjamin Petty, Director of Administrative Services and Finance Director)
- C. Consideration and action on a resolution authorizing Change Order No. 22 with, Adolphson & Peterson Construction, (AP Gulf States, Inc) in the amount of \$32,740.90. (Brett Quarles, Director of Parks and Recreation)
- D. Consideration and action on a resolution authorizing Change Order No. 23 with Adolphson & Peterson Construction (AP Gulf States, Inc), in the amount of \$0.00.(Brett Quarles, Director of Parks and Recreation)
- E. Consideration and action on a resolution authorizing Change Order No. 24 with Adolphson & Peterson Construction AP Gulf States, Inc., in the amount of \$49,033.82. (Brett Quarles, Director of Parks and Recreation)
- F. Consideration and action on a resolution authorizing an application with North Central Texas Council of Governments (NCTCOG) for eVTOL charging infrastructure at the Greenville Municipal Airport (KGVF). (Ty Helton, Airport Manager)
- G. Consideration and action of a resolution approving an amendment to the City's UKG Ready software agreement to increase the contracted employee minimum from 400 to 600 payroll employees. (Euriah Brown, Director of Human Resources)
- H. Consideration and action on a resolution authorizing Bartlett and West, Inc. to perform certain professional services regarding a pilot scale study and memo to review select media performance to estimate full scale operation including life of the media and filtered water blending options to meet proposed PFAS MCLs. (Summer Spurlock, City Manager)
- I. Consideration and action on a resolution authorizing Bartlett and West, Inc. to perform certain professional services regarding a study that produces changes needed to the current south water treatment design to accommodate the future PFAS facility and provide site layout and cost estimate for the future PFAS facility along with a capacity evaluation of existing facilities and a study of various North WTP improvements required to accommodate a PFAS facility and other upgrades. (Summer Spurlock, City Manager)
- J. Consideration and action on a resolution adopting an Interlocal Agreement with Hunt County for upgrade of CR 4103 (Daniel Ray, City Attorney)

9. Consent Calendar

- A. City Council Meeting Minutes - July 17, 2026

- B. Consideration and action of a resolution approving renewal of contract for Employee Benefits Broker services with McGriff Insurance Services. (Euriah Brown, Director of Human Resources)

10. City Staff/City Council Reports

- A. Monthly Status Update - June 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).

12. Board and Commission Minutes

13. Executive Session

- A. **Section 551.071 (1) & (2)** Consultation with City Attorney on any regular session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items as needed; consultation with City Attorney regarding pending or contemplated litigation, settlement offers, or matters deemed subject to the Code of Professional Responsibility of the State Bar of Texas: 1216 I-30 Real Property; Public Improvements Real Property Purchases and Eminent Domain; Development Study Multi-Use Facility; Greenville Housing Authority suit 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; Receive a briefing regarding pending personnel matter; Opioid litigation, 6 remnant defendants.

Section 551.074 Personnel Matters: Associate Municipal Judge

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



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Greenville
Texas**

For the Fiscal Year Beginning

October 01, 2025

Christopher P. Morill

Executive Director



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

Finance Department
City of Greenville, Texas



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director

Christopher P. Morill

Date: **5/4/2026**



City Council Agenda Item Report

July 28, 2026

Agenda Item No. 7A

Contact:

Contact Email:

Contact Phone:

Subject: Consideration of an Ordinance Adopted Concurrently with the Cities of Bryan, Denton, and Garland Approving the Purchase and Exchange of Certain Transmission Assets by the Texas Municipal Power Agency (TMPA) and Providing an Effective Date. (Tyler Hjorth, GEUS General Manager)

1. Background/History:

The Texas Municipal Power Agency (TMPA) is a joint action agency created in 1975 by the Cities of Bryan, Denton, Garland, and Greenville to provide reliable and cost-effective wholesale electric power to its member cities.

TMPA has negotiated a proposed agreement with Oncor Electric Delivery Company LLC involving the purchase and exchange of certain jointly owned transmission assets located in Denton County, Texas (the "Jointly Owned Facility Exchange Transaction"). The transaction is intended to improve ownership alignment and operational efficiency of transmission facilities while supporting the long-term reliability of the transmission system.

Under the Joint Operating Agreement (JOA) between TMPA and its member cities:

- The sale or exchange of transmission assets with an aggregate net book value exceeding \$500,000 requires approval by the member cities.
- Any TMPA contract involving expenditures exceeding \$10 million must also be approved through concurrent ordinances adopted by all four member cities.

Because the proposed transaction exceeds both of these approval thresholds, TMPA has requested that each member city adopt a concurrent ordinance approving the transaction.

TMPA's Board of Directors has approved Resolution No. 2026-6-2 recommending the transaction and requesting approval by the governing bodies of each member city.

2. Findings/Current Activity

The proposed ordinance has been prepared to satisfy the approval requirements contained in the TMPA Joint Operating Agreement and authorizes Greenville's concurrence with the actions being taken by the other TMPA member cities.

3. Financial Impact/Account No.

There is no direct fiscal impact to the City of Greenville's General Fund associated with adoption of this ordinance. The transaction will be completed by TMPA and is part of the agency's utility asset management and capital planning activities. Any financial obligations associated with the transaction will be borne by TMPA in accordance with its governing agreements and financing structure.

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

GEUS Staff recommends approval of the proposed ordinance authorizing the City of Greenville, as a member city of the Texas Municipal Power Agency (TMPA), to approve the purchase and exchange of certain transmission assets with Oncor Electric Delivery Company LLC, as described in TMPA Resolution No. 2026-6-2.

ORDINANCE NO. 26-42

AN ORDINANCE ADOPTED CONCURRENTLY WITH THE CITIES OF BRYAN, DENTON, AND GARLAND APPROVING THE PURCHASE AND EXCHANGE OF CERTAIN TRANSMISSION ASSETS BY THE TEXAS MUNICIPAL POWER AGENCY ("AGENCY"); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 18, 1975, the cities of Bryan, Denton, Garland, and Greenville (each, a "Member City" and collectively, the "Member Cities") created the Agency;

WHEREAS, effective September 1, 2016, the Member Cities and the Agency entered into a Joint Operating Agreement (as amended, the "JOA");

WHEREAS, the Agency is negotiating an agreement with Oncor Electric Delivery Company LLC for the purchase and exchange of certain transmission assets in Denton County, Texas (the "Jointly Owned Facility Exchange Transaction"), all as described in the Agency's Resolution No. 2026-6-2, attached hereto as Exhibit "A" (the "Agency Resolution");

WHEREAS, the JOA requires that the sale by the Agency of transmission assets having an aggregate net book value in excess of \$500,000 must be approved by the Member Cities;

WHEREAS, the JOA also requires that an Agency contract involving an expenditure in excess of \$10 million by the Agency must be approved by the adoption of concurrent ordinances by the Member Cities;

WHEREAS, since the transmission assets being conveyed by the Agency under the Jointly Owned Facility Exchange Transaction have an aggregate net book value in excess of \$500,000, and since such Transaction would involve the expenditure by the Agency of assets and cash in excess of \$10 million, the Agency has requested that the Member Cities approve this transaction through the adoption of concurrent ordinances;

WHEREAS, the GEUS Board of Trustees deems it advisable to approve the Jointly Owned Facility Exchange Transaction;

NOW, THEREFORE, BE IT ORDAINED BY GEUS:

Section 1

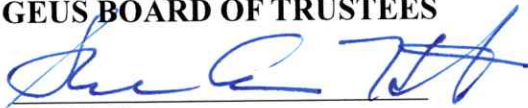
That GEUS approves the Jointly Owned Facility Exchange Transaction as described in the Agency Resolution.

Section 2

That this Ordinance shall become effective (i) upon adoption of this Ordinance by all Member Cities (ii) on the date it is adopted by the last Member City to adopt this Ordinance.

PASSED AND APPROVED this the 16th day of July, 2026.

GEUS BOARD OF TRUSTEES



GEUS Chair

ATTEST:



Executive Assistant

ORDINANCE NO. 26-017

AN ORDINANCE ADOPTED CONCURRENTLY WITH THE CITIES OF BRYAN, DENTON, AND GARLAND APPROVING THE PURCHASE AND EXCHANGE OF CERTAIN TRANSMISSION ASSETS BY THE TEXAS MUNICIPAL POWER AGENCY (“AGENCY”); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 18, 1975, the cities of Bryan, Denton, Garland, and Greenville (each, a “Member City” and collectively, the “Member Cities”) created the Agency;

WHEREAS, effective September 1, 2016, the Member Cities and the Agency entered into a Joint Operating Agreement (as amended, the “JOA”);

WHEREAS, the Agency is negotiating an agreement with Oncor Electric Delivery Company LLC for the purchase and exchange of certain transmission assets in Denton County, Texas (the “Jointly Owned Facility Exchange Transaction”), all as described in the Agency’s Resolution No. 2026-6-2, attached hereto as Exhibit “A” (the “Agency Resolution”);

WHEREAS, the JOA requires that the sale by the Agency of transmission assets having an aggregate net book value in excess of \$500,000 must be approved by the Member Cities;

WHEREAS, the JOA also requires that an Agency contract involving an expenditure in excess of \$10 million by the Agency must be approved by the adoption of concurrent ordinances by the Member Cities;

WHEREAS, since the transmission assets being conveyed by the Agency under the Jointly Owned Facility Exchange Transaction have an aggregate net book value in excess of \$500,000, and since such Transaction would involve the expenditure by the Agency of assets and cash in excess of \$10 million, the Agency has requested that the Member Cities approve this transaction through the adoption of concurrent ordinances;

WHEREAS, the City Council of the City of Greenville deems it advisable to approve the Jointly Owned Facility Exchange Transaction;

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

SECTION 1. That the City of Greenville approves the Jointly Owned Facility Exchange Transaction as described in the Agency Resolution.

SECTION 2. That this Ordinance shall become effective (i) upon adoption of this Ordinance by all Member Cities (ii) on the date it is adopted by the last Member City to adopt this Ordinance.

PASSED AND APPROVED this the 28th day of July, 2026.

CITY OF GREENVILLE, TEXAS

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

July 28, 2026

Agenda Item No. 7B

Contact: Brett Quarles, Parks Director

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

Contact Phone: 903-457-3205

Subject: Consideration and action on a ordinance awarding annual cemetery mowing services to Earthworks Services LLC for East Mount Cemetery and Makepeace Irrigation LLC d/b/a SMI for Forest Park Cemetery, in a combined annual amount not to exceed \$167,200.00. (Brett Quarles, Director of Parks and Recreation)

1. Background/History:

On March 8, 2022, the City Council approved three-year mowing agreements for East Mount Cemetery and Forest Park Cemetery, with each agreement based on 38 mowing cycles per year. As those agreements approached expiration, the City advertised a new cemetery mowing solicitation on February 21 and February 28, 2026, and opened bids on March 17, 2026. Staff presented an award recommendation to the City Council on April 14, 2026, and the Council adopted Resolution No. 26-47 authorizing cemetery mowing service agreements with Earthworks Services LLC.

After the April 14 action, the Parks and Recreation Department determined that it had not obtained and verified enough information through the initial solicitation and evaluation process to support a fully informed award recommendation. This was an internal City process issue and was not attributable to any bidder. The Director of Parks and Recreation accepts responsibility for the oversight and for bringing the recommendation forward before adequate information had been obtained, verified, and presented.

To correct the process, staff requested that the prior action be rescinded and that the services be rebid. On May 12, 2026, the City Council adopted Resolution No. 26-72, rescinding Resolution No. 26-47, rejecting all bids received under the original solicitation, and authorizing staff to re-advertise and rebid the cemetery mowing services. Staff subsequently conducted a new solicitation and a more complete evaluation of the bids received.

2. Findings/Current Activity

Following the rebid, five bids were recorded. The solicitation permits an award by individual cemetery, combined bid, or any combination in the City's best interest. Makepeace Irrigation LLC d/b/a SMI scored 91.00 and ranked first; Earthworks Services LLC scored 88.84 and ranked second. Landers Lawn Barbers, LLC, DPTV Tango, LLC d/b/a Tango BOS, and WCD

Enterprises, LLC were not ranked because of preliminary responsiveness findings. All bidder pricing is shown below. Based on the best-value evaluation, direct City cemetery experience, and operational needs, staff recommend Earthworks for East Mount Cemetery and Makepeace for Forest Park Cemetery.

All Bidder Pricing and Evaluation

Bidder	East Mount Bid Per Cycle / Annual	Forest Park Bid Per Cycle / Annual	Combined Annual NTE	Score / Rank
Marketplace Irrigation LLC d/b/a SMI	\$2,545.00 \$96,710.00	\$1,400.00 \$53,200.00	\$149,910.00	91.00 / 1
Landers Lawn Brothers LLC	\$2,800.00 \$106,400.00	\$1,600.00 \$60,800.00	\$167,200.00	N/R
Earthworks Services LLC	\$3,000.00 \$114,000.00	\$2,000.00 \$76,000.00	\$190,000.00	88.84 / 2
DPTV Tango, LLC d/b/a Tango BOS	Not itemized	Not itemized	\$212,420.00	N/R
WCD Enterprises, LLC	\$7,680.00 \$291,840.00	\$4,170.00 \$158,460.00	\$450,300.00	N/R

3. Financial Impact/Account No.

The recommended split award has a combined annual not-to-exceed amount of \$167,200.00: \$114,000.00 for East Mount Cemetery and \$53,200.00 for Forest Park Cemetery. Compared with the current combined FY 25-26 contract value of \$188,527.50 shown on the bid tab, the recommendation is \$21,327.50 lower annually.

Cemetery	Recommended Per Cycle Contractor	Annual NTE
East Mount Cemetery	Earthworks Services LLC	\$3,000.00 \$114,000.00
Forest Park Cemetery	Makepeace Irrigation LLC d/b/a SMI	\$1,400.00 \$53,200.00
TOTAL		\$4,400.00 \$167,200.00

4. FY 25-26 Council Goal

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5. Support Public Service, Health, and Safety.

6. Optimize Opportunities at the Airport.

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

8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends that the City Council consider a resolution awarding annual cemetery mowing and grounds maintenance services to Earthworks Services LLC for East Mount Cemetery at \$3,000.00 per cycle, in an annual amount not to exceed \$114,000.00, and to Makepeace Irrigation LLC d/b/a SMI for Forest Park Cemetery at \$1,400.00 per cycle, in an annual amount not to exceed \$53,200.00, for a combined annual amount not to exceed \$167,200.00; subject to final responsiveness and required verifications; and authorizing the City Manager or designee to execute the related documents.

Cemetery Mowing Bid Evaluation Scoring Sheet

Use this sheet to document the best-value evaluation. Scores should be supported by the bid submittals, reference checks, documented contract history, and any written post-bid clarifications.

Evaluation Category	Max Points	Primary Evidence / Scoring Basis
Verified Comparable Experience	40	Comparable contracts, project history, references, complaint history, corrective actions
Equipment Capacity	15	Equipment list, backup equipment, ownership / lease status
Staffing and Supervision	20	Staffing totals, assigned crew, supervisor information
Ability to Meet Schedule / Performance Standards	10	Work plan, schedule, quality control, response procedures
Price / Cost Value	15	Annual cost comparison using lowest evaluated annual price among bidders included in scoring
Total	100	

Scoring Rule	Only responsive or pending-responsive bids should receive a full score.
Lowest Evaluated Annual Bid	\$149,910
Price Formula	=(Lowest Evaluated Annual Bid / Bidder Annual Bid) x 15
N/R	Not ranked because bidder is marked No for preliminary responsiveness.

3948867.92

\$368,556.33 \$368,556.33

\$ 4,317,424.25

Bidder	Preliminary Responsiveness	Annual Not-to-Exceed	Verified Comparable Experience (40)	Equipment Capacity (15)	Staffing & Supervision (20)	Schedule / Performance (10)	Price / Cost Value (15)	Total Score	Evaluation Rank	Evaluator Notes / Clarifications
Makepeace Irrigation LLC dba SMI	Pending	\$149,910.00	32.00	15.00	19.00	10.00	15.00	91.00	1	Lowest bid and most complete package; verify insurance certificate, references and W-9 classification before final award.
Earthworks Services LLC	Pending	\$190,000.00	40.00	13.00	16.00	8.00	11.84	88.84	2	Direct cemetery/City experience; verified CIQ/no-conflict form, reference emails, and receipt date/time.
Landers Lawn Barbers, LLC	No	\$167,200.00						N/R	N/R	Likely non-responsive due to missing City forms and major required submittals.
DPTV Tango, LLC dba Tango BOS	No	\$212,420.00						N/R	N/R	Likely non-responsive due to missing City forms, actual equipment/staffing details, subcontractor disclosure, insurance, W-9, and statutory forms.
WCD Enterprises, LLC	No	\$450,300.00						N/R	N/R	

Scoring Guidance

Comparable Experience (40): consider cemetery experience, municipal/public-sector experience, comparable mowing/grounds maintenance scope, references, and documented performance history.

Equipment Capacity (15): consider listed equipment, quantity, condition/hours, ownership/lease status, backup equipment, and fit for cemetery work.

Staffing & Supervision (20): consider total workforce, assigned crews, named supervisor, crew composition, responsiveness, and ability to scale during peak season.

Schedule / Performance (10): consider work plan, ability to complete a cycle within required timeframe, quality control, complaint/rework process, weather plan, and funeral-service coordination.

Price / Cost Value (15): formula-driven based on the lowest evaluated annual bid among bidders not marked No for responsiveness.

ORDINANCE NO. 26-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING EXECUTION OF SERVICE AGREEMENTS FOR EAST MOUNT AND FOREST PARK CEMETERY MOWING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2022, the City Council approved three-year mowing agreements for cemetery maintenance services at Forrest Park Cemetery and East Mount Cemetery; and

WHEREAS, the City advertised for competitive bids for mowing services in accordance with applicable state law and the City's purchasing requirements; and

WHEREAS, bids were received and publicly opened as provided in the notice to bidders, and the notice and manner of publication complied with all applicable legal requirements, thereby providing an opportunity for competitive bidding; and

WHEREAS, the City Council has reviewed, examined, and evaluated the bid proposals submitted in response to the solicitation and has determined that the proposal recommended by staff is in the best interest of the city; and

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

SECTION 1. The City Council finds that the solicitation for cemetery mowing services permitted award by individual cemetery, combined bid, or any combination determined to be in the best interest of the city. The City Council further finds that the solicitation was conducted in accordance with applicable law and the City's purchasing policies, that proposals were received and evaluated pursuant to the published evaluation criteria, and that the recommendations of staff represent the best value and are in the best interest of the City.

SECTION 2. The City Council hereby awards the contract for mowing services for East Mount Cemetery to Earthworks Services, LLC, in accordance with its submitted proposal and the solicitation documents, and authorizes the City Manager, or the City Manager's designee, to execute the contract and any documents necessary to effectuate the award.

SECTION 3. The City Council hereby awards the contract for mowing services for Forest Park Cemetery to Makepeace Irrigation, LLC d/b/a SMI, in accordance with its submitted proposal and the solicitation documents, and authorizes the City Manager, or the City Manager's designee, to execute the contract and any documents necessary to effectuate the award.

SECTION 4. Funding for the contracts authorized by this Ordinance has been appropriated in the Budget within the Cemetery Maintenance operating budget, in Account No. 100-1-451100-54409-0000.

The combined annual amount authorized under this Ordinance shall not exceed \$167,200.00, consisting of an annual amount not to exceed \$114,000.00 or \$3,000 per cycle for the East Mount Cemetery mowing services contract awarded to Earthworks Services, LLC, and an annual amount not to exceed \$53,200.00 or 1,400 per cycle for the Forest Park Cemetery mowing services contract awarded to Makepeace Irrigation, LLC d/b/a SMI.

SECTION 5. The City Manager or the City Manager's designee, are hereby authorized to take all actions and execute all documents necessary to implement the intent of this Ordinance and the contracts approved herein.

SECTION 6. The bid award for mowing services is hereby accepted and approved, and the contract is hereby let and awarded to the individual association or corporation; subject however, to each and all of the terms and conditions contained and set forth in the contract documents relating to said services including the standard terms and provisions, special provisions, specifications and bid documents, referenced to which being made for all purposes as if the same were copied in their entirety herein.

SECTION 7. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this ordinance or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 8. This Ordinance shall become effective immediately upon its passage and approval in accordance with law.

PASSED AND APPROVED this the 28th 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 28, 2026

Agenda Item No. 7C

Contact: Daniel Ray, City Attorney

Contact Email: daniel@scottraylaw.com

Contact Phone: 903-457-3121

Subject: Consideration and action on an ordinance acting on an annexation petition from Oak National Development, LLC (Daniel Ray, City Attorney)

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

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

5. Action Options/Recommendation



City Council Agenda Item Report

July 28, 2026

Agenda Item No. 8A

Contact: Benjamin Petty, Finance Director

Contact Email: bpetty@greenvilletx.gov

Contact Phone: 903-457-3114

Subject: Consideration and action on a resolution establishing the date, time, and location of the September 8, 2026, Public Hearing for the Fiscal Year 2026-2027 City Budget (Benjamin Petty, Director of Administrative Services and Finance Director)

1. Background/History:

City of Greenville Charter, Sec. 42 of Article V. The Budget requires that the City Manager submit to the Council a proposed budget not later than the first regularly scheduled Council meeting in August prior to the beginning of each fiscal year. The first regularly scheduled meeting, in accordance with this requirement, will be held on August 11, 2026.

Also, according to the Local Government Code Section 102.006:

"PUBLIC HEARING ON PROPOSED BUDGET:

- (a) The governing body of a municipality shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing.
- (b) The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy.
- (c) The governing body shall provide for public notice of the date, time, and location of the hearing. The notice must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section 102.005(b)."

2. Findings/Current Activity

The Fiscal Year 2026-2027 Proposed Budget will be discussed at a Public Hearing scheduled for September 8, 2026, at the Municipal Building, City Council Chamber, 2821 Washington Street, Greenville, Texas.

The Budget is submitted as "proposed" since adjustments may be made by the City Council.

The proposed tax rate of \$0.568000 per \$100 valuation is recommended to support the proposed FY 2026-2027 budget.

The City Council will vote to approve the budget at the September 8, 2026, City Council meeting.

3. Financial Impact/Account No.

The FY 2026-2027 Proposed Budget will rely on a proposed tax rate of \$0.568000 per \$100 valuation.

4. FY 25-26 Council Goal

1. Build Infrastructure for Greater Sustainability.
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- 4. Preserve the Character of Greenville while Preparing for Flexible and Sustainable Growth.**
5. Support Public Service, Health, and Safety.
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8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends calling for a public hearing on the FY 2026-2027 Proposed Budget to be held on September 8, 2026. The public hearing will be held at the Municipal Building, City Council Chamber, 2821 Washington Street, Greenville, Texas.

RESOLUTION NO. 26-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, SETTING THE DATE, TIME, AND LOCATION FOR THE PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2026-2027 BUDGET TO BE HELD ON SEPTEMBER 8, 2026; DIRECTING THE PUBLICATION OF NOTICE AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 102 of the Texas Local Government Code requires the governing body of a municipality to hold a public hearing on the proposed annual budget before its adoption; and

WHEREAS the City Council desires to establish the date, time, and place for the required public hearing and direct that notice be published in accordance with applicable law.

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

SECTION 1. Public Hearing. The City Council hereby sets a public hearing on the proposed Fiscal Year 2026–2027 Budget for Tuesday, September 8, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard, during the regular City Council meeting to be held in the City Council Chamber, Municipal Building, 2821 Washington Street, Greenville, Texas 75401.

At the public hearing, all interested persons shall be afforded an opportunity to appear and be heard for or against any item or amount included in the proposed budget.

SECTION 2. Publication of Notice. The City Manager, or her designee, is hereby authorized and directed to publish notice of the public hearing in accordance with Section 102.0065 of the Texas Local Government Code and all other applicable laws.

SECTION 3. Budget Adoption. Following the public hearing, the City Council may consider and take action on the adoption of the Fiscal Year 2026–2027 Budget at the same meeting.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 28th 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 28, 2026

Agenda Item No. 8B

Contact: Benjamin Petty, Finance Director

Contact Email: bpetty@greenvilletx.gov

Contact Phone: 903-457-3114

Subject: Consideration and action on a resolution setting September 8, 2026, as the date of the Public Hearing on the Tax Rate and accepting the proposed property tax rate for the Fiscal Year 2026-2027 City Budget (Benjamin Petty, Director of Administrative Services and Finance Director)

1. Background/History:

According to the Texas Truth-in-Taxation Statute, the City Council is required to set and conduct a public hearing if the City's proposed tax rate exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate. If a taxing unit wants to adopt a tax rate that is equal or lower than its no-new-revenue tax rate, no public hearings are required. However, the City of Greenville generally conducts a public hearing on the tax rate, even in years that the Truth-in-Taxation limits are not exceeded.

If public hearings are required as described above, the law requires that the public hearing or a public meeting to adopt a tax rate until the fifth day after the date the chief appraiser has delivered the notice of estimated taxes to property owners and the tax rate calculation forms are made available.

Finally, notice of the public hearing must be posted on the City's website from the date the notice is first published until the public hearing is concluded.

It is also important to note that setting the public hearing date for the tax rate and the fiscal year budget needs to be done as separate items, with the City Council taking action on each of the items separately.

2. Findings/Current Activity

A proposed tax rate of \$0.568000per \$100 valuation to support the budget will be discussed at a "Public Hearing" scheduled for September 8, 2026, at the Municipal Building, City Council Chamber, 2821 Washington Street, Greenville, Texas, 75401

3. Financial Impact/Account No.

The proposed tax rate is as follows:

Maintenance & Operations (M&O): \$0.297630

Interest & Sinking (I&S): \$0.270370

Total Proposed Tax Rate: **\$0.568000**

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 calling a public hearing to be held on September 8, 2026, at 6:00 p.m. at the City Council Meeting and accepting the proposed property tax rate for the Fiscal Year 2026-2027. The meeting will be held at the Municipal Building, City Council Chamber, 2821 Washington Street, Greenville, Texas, 75401.

RESOLUTION NO. 26-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, SETTING THE DATE, TIME, AND LOCATION FOR A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2026-2027 PROPERTY TAX RATE; DIRECTING THE PUBLICATION OF THE REQUIRED NOTICE OF PUBLIC HEARING IN ACCORDANCE WITH TEXAS TAX CODE CHAPTER 26; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville has received from the Hunt County Tax Assessor-Collector the calculated no-new-revenue tax rate and voter-approval tax rate for Tax Year 2026 as required by the Texas Tax Code; and

WHEREAS, the City Council desires to consider a proposed property tax rate for Fiscal Year 2026-2027 and to conduct a public hearing as required by Chapter 26 of the Texas Tax Code prior to taking action on the proposed tax rate;

WHEREAS, a final record vote on the tax rate will be on September 8, 2026, at 6:00 p.m. at the Greenville Municipal Building, City Council Chamber, 2821 Washington Street, Greenville, Texas 75401.

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

SECTION 1. The City Council hereby proposes a property tax rate of \$0.568000 per \$100 of taxable assessed valuation for Fiscal Year 2026-2027 for purposes of conducting the required public hearing and considering final adoption.

SECTION 2. A public hearing on the proposed Fiscal Year 2026-2027 property tax rate is hereby called to be held on Tuesday, September 8, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard, during the regular meeting of the City Council in the City Council Chamber, Municipal Building, 2821 Washington Street, Greenville, Texas 75401.

At the public hearing, all interested persons shall be afforded an opportunity to speak for or against the proposed property tax rate as provided by the Texas Tax Code.

SECTION 3. The City Manager, or her designee, is hereby authorized and directed to publish and post all notices required by Chapter 26 of the Texas Tax Code in the manner and within the time prescribed by law.

SECTION 4. Following the close of the public hearing on September 8, 2026, the City Council may consider and take action on the adoption of the Fiscal Year 2026-2027 property tax rate in accordance with applicable law.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED, this 28th 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 28, 2026

Agenda Item No. 8C

Contact: Brett Quarles, Parks Director

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

Contact Phone: 903-457-3205

Subject: Consideration and action on a resolution authorizing Change Order No. 22 with, Adolfson & Peterson Construction, (AP Gulf States, Inc) in the amount of \$32,740.90. (Brett Quarles, Director of Parks and Recreation)

1. Background/History:

On September 23, 2024, the City of Greenville entered into a construction agreement with AP Gulf States, Inc., d/b/a Adolfson & Peterson Construction, for the Greenville Rec Centers - SportsPark Center and Reecy Davis Center Expansion project. The original agreement value was \$55,857,132.00.

2. Findings/Current Activity

Change Order General Description: SportsPark Center / Reecy Davis Expansion - CRs 132, 136, 137, 138, and 139

3. Financial Impact/Account No.

Change Description Request	Amount
132 Planting Revisions	\$22,583.67
136 Level 2 Security Camera Relocation	\$749.44
137 Elevator and Pool Emergency Phones/Cellular	\$5,664.39
138 Ceiling Adjustment above Playground Area	\$977.14

139 Front Building \$2,766.26
 Signage
 Electricity
 pathway
 conflict

TOTAL Chnage Order **\$32,740.90**
 #22

<u>Original Agreement Value</u>	<u>\$ 55,857,132.00</u>
Owner approved Change Order 001	\$ 163,553.21
Owner approved Change Order 002	\$ 30,275.83
Owner approved Change Order 003	\$ 262,432.32
Owner approved Change Order 004	\$ 147, 713.13
Owner approved Change Order 005	\$ (\$5,275.78)
Owner approved Change Order 006	\$ 26,879.78
Owner approved Change Order 007	\$ 95,809.86
Owner approved Change Order 008	\$ 132,477.76
Owner approved Change Order 009	\$ 119,697.17
Owner approved Change Order 010	\$ 447,712.45
Owner approved Change Order 011	\$ 21,903.88
Owner approved Change Order 012	\$ 168,083.64
Owner approved Change Order 013	\$ 102,855.82
Owner approved Change Order 014	\$ 113,128.22
Owner approved Change Order 015	\$ 1,658,820.24
Owner approved Change Order 016	\$ 77,087.33
Owner approved Change Order 017	\$ 34,932.78
Owner approved Change Order 018	\$ 167,296.48

Owner approved Change Order 019	\$ 139,494.23
Owner approved Change Order 020	\$ 43,989.56
Owner approved Change Order 021	\$ 368,890.94
Sum of Changes by prior Owner Change Order	\$ 4,317,758.96
Agreement Value prior to this Change Order	\$ 60,174,890.86
Change Order 022	\$32,740.90
New Agreement Value	\$ 60,207,631.76

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 a resolution authorizing a change order with AP Gulf States in the amount of \$32,740.90.

RESOLUTION NO. 26-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING CHANGE ORDER #22 WITH ADOLFSON AND PETERSON CONSTRUCTION (AP GULF STATES, INC) FOR THE RECREATION CENTER CONSTRUCTION PROJECT AND REECY DAVIS EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, change order #22 in accordance with Texas Local Government Code §271.060 is necessary for work being performed at the SportsPark Center and the Reecy Davis expansion project; and

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

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

SECTION 1. The City Council hereby authorizes the City Manager to approve a Change Order for the SportsPark Center/Reecy Davis Expansion projects with AP Gulf States, Inc., in an amount not to exceed \$32,740.90.

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

Owner approved Change Order 018	167,296.48
Owner approved Change Order 019	139,494.23
Owner approved Change Order 020	43,989.56
Owner approved Change Order 021	368,556.33
Sum of changes by prior owner change order	\$ 4,317,758.96
<u>Agreement Value prior to this Change Order</u>	<u>\$60,174,890.86</u>
Change Order 022	32,740.90
<u>New Agreement Value</u>	<u>\$60,207,631.76</u>

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

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

PASSED AND APPROVED, this 28th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

AGREEMENT DETAILS:

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

CHANGE DETAILS

Change Number: 22
 Change Date: 05/01/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

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

Change Order General Description: City of Greenville SportsPark Center -CR's 132, 136, 137, 138, and 139

Item#	Cost Code	Description	Amount
001		CR 132 - Planting Change at Sports Park	\$22,583.67
001	32-0000-02-S	8552OAKR - Oakridge Landscp & Irrigation -	\$21,485.75
002	00-6216-00-M	Builders Risk	\$27.93
003	00-6216-06-M	SDI	\$257.83
004	00-6216-03-M	General Liability Insurance	\$236.34
005	00-6113-00-M	Performance Bonds	\$146.10
006	99-9999-99-F	Fee	\$429.72
002		CR 136 - RFI #333 - Level 2 Security Camera Location	\$749.44
001	26-0000-01-S	8552JMEG - Jmeg Llc -	\$713.00
002	00-6216-00-M	Builders Risk	\$0.93
003	00-6216-06-M	SDI	\$8.56
004	00-6216-03-M	General Liability Insurance	\$7.84
005	00-6113-00-M	Performance Bonds	\$4.85
006	99-9999-99-F	Fee	\$14.26
003		CR 137 - Elevator + Emergency Pool Phone and Cellular Communicators	\$5,664.39
001	26-0000-01-S	8552JMEG - Jmeg Llc -	\$5,389.00
002	00-6216-00-M	Builders Risk	\$7.01
003	00-6216-06-M	SDI	\$64.67
004	00-6216-03-M	General Liability Insurance	\$59.28
005	00-6113-00-M	Performance Bonds	\$36.65
006	99-9999-99-F	Fee	\$107.78
004		CR 138 - Observation #911 - Ceiling Adjustments Over Playground Area	\$977.14
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys -	\$929.63
002	00-6216-00-M	Builders Risk	\$1.21
003	00-6216-06-M	SDI	\$11.16
004	00-6216-03-M	General Liability Insurance	\$10.23
005	00-6113-00-M	Performance Bonds	\$6.32
006	99-9999-99-F	Fee	\$18.59
005		CR 139 - RFI #332 - Front of Building Signage Electrical Pathway Conflict	\$2,766.26
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys -	\$2,631.77
002	00-6216-00-M	Builders Risk	\$3.42
003	00-6216-06-M	SDI	\$31.58
004	00-6216-03-M	General Liability Insurance	\$28.95
005	00-6113-00-M	Performance Bonds	\$17.90
006	99-9999-99-F	Fee	\$52.64

The Original Agreement Value was.....	\$55,857,132.00
Sum of Changes by prior Owner Change Orders.....	\$4,317,758.86

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

The Agreement Value prior to this Owner Change Order.....	\$60,174,890.86
The Agreement Value will be changed by this Owner Change Order in the amount of...	\$32,740.90
The new Agreement Value including this Owner Change Order.....	\$60,207,631.76
The Agreement Time will be modified by.....	0 Days
The new Contractual Completion Date will be	06/15/2026

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

CONTRACTOR**AP Gulf States, INC**

dba Adolfson & Peterson Construction

Signature: **Kirk Dawson**
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=a-p, DC=com
 Date: 2026.05.26 08:07:42-05'00'

By: Kirk DawsonIts: Sr. Project Manager**OWNER****City of Greenville Texas**

Signature: 
 Summer Spurlock (Jun 3, 2026 09:13:17 CDT)

By: _____

Its: _____

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 132
 Status: Pending Approval
 Change Date: 04/23/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 132

Date: 04/23/2026

Change Request Description:

This change event reflects all updates to the planting at Sports Park in response to the City of Greenville's comments. The revisions include the addition of Liriope, Drift Rose, Color Guard Yucca, River Rock, and SOD, as well as the removal of Weeping Love Grass.

Change Request Details:

Item#	Cost Code	Description	Amount
001	32-0000-02-S	8552OAKR - Oakridge Landscp & Irrigation Landscaping Sub	\$21,485.75
M-001	00-6216-00-M	Builders Risk	\$27.93
M-002	00-6216-06-M	SDI	\$257.83
M-003	00-6216-03-M	General Liability Insurance	\$236.34
M-004	00-6113-00-M	Performance Bonds	\$146.10
M-005	99-9999-99-F	Fee	\$429.72

Proposed Amount \$22,583.67

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature:  Digitally signed by Kirk Dawson
DN: CN=Kirk Dawson, OU=End Users,
OU=AP Users, DC=a-p, DC=com
Date: 2026.04.29 10:13:29-05'00'

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature:  Summer Spurlock (May 6, 2026 16:51:25 CDT)

By: _____

Its: _____

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 136
 Status: Pending Approval
 Change Date: 04/30/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 136

Date: 04/30/2026

Change Request Description:

Per RFI #333, The security camera currently shown to be installed in the glazing will be relocated to the wall to the left.

Change Request Details:

Item#	Cost Code	Description	Amount
001	26-0000-01-S	8552JMEG - Jmeg Llc Electrical/ Fire Alarm Subcontractor	\$713.00
M-001	00-6216-00-M	Builders Risk	\$0.93
M-002	00-6216-06-M	SDI	\$8.56
M-003	00-6216-03-M	General Liability Insurance	\$7.84
M-004	00-6113-00-M	Performance Bonds	\$4.85
M-005	99-9999-99-F	Fee	\$14.26

Proposed Amount \$749.44

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: Kirk Dawson

Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=ap, DC=com
 Date: 2026.05.05 07:35:49-05'00'

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature:  Summer Spurlock (May 19, 2026 16:13:35 CDT)

By:

Its:

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 137
 Status: Pending Approval
 Change Date: 05/05/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 137

Date: 05/05/2026

Change Request Description:

Per conversations with Architect and Owner, communication devices are needed at the pool and elevator. These products have been submitted for review via submittal 27 3253-1.0 - EMERGENCY PHONE - PD.

Change Request Details:

Item#	Cost Code	Description	Amount
001	26-0000-01-S	8552JMEG - Jmeg Llc Electrical/ Fire Alarm Subcontractor	\$5,389.00
M-001	00-6216-00-M	Builders Risk	\$7.01
M-002	00-6216-06-M	SDI	\$64.67
M-003	00-6216-03-M	General Liability Insurance	\$59.28
M-004	00-6113-00-M	Performance Bonds	\$36.65
M-005	99-9999-99-F	Fee	\$107.78

Proposed Amount \$5,664.39

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature:  Digitally signed by Kirk Dawson
DN: CN=Kirk Dawson, OU=End Users,
OU=AP Users, DC=a-p, DC=com
Date: 2026.05.05 07:56:21 -0500

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature:  Summer Spurlock (May 6, 2026 16:50:25 CDT)

By: _____

Its: _____

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 138
 Status: Pending Approval
 Change Date: 05/07/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 138

Date: 05/07/2026

Change Request Description:

Per request by the owner, the slanted ceiling above the playground infill area will be adjusted to match the rest of the ceiling clouds in this area.

Change Request Details:

Item#	Cost Code	Description	Amount
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys Drywall	\$929.63
M-001	00-6216-00-M	Builders Risk	\$1.21
M-002	00-6216-06-M	SDI	\$11.16
M-003	00-6216-03-M	General Liability Insurance	\$10.23
M-004	00-6113-00-M	Performance Bonds	\$6.32
M-005	99-9999-99-F	Fee	\$18.59

Proposed Amount \$977.14

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: Kirk Dawson
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=ap, DC=com
 Date: 2026.05.07 12:32:10 -0500

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature: 
 Summer Spurlock (May 19, 2026 16:14:31 CDT)

By:

Its:

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 139
 Status: Pending Approval
 Change Date: 05/07/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 139
Date: 05/07/2026
Change Request Description:

Per BRS's response to RFI #342, the wall is to be furred out to the window to accommodate the required electrical pathways for the signage.

Change Request Details:

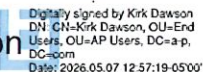
Item#	Cost Code	Description	Amount
001	09-0000-01-S	8552TRIN - Trinity Drywall & Plstrng Sys Drywall	\$2,631.77
M-001	00-6216-00-M	Builders Risk	\$3.42
M-002	00-6216-06-M	SDI	\$31.58
M-003	00-6216-03-M	General Liability Insurance	\$28.95
M-004	00-6113-00-M	Performance Bonds	\$17.90
M-005	99-9999-99-F	Fee	\$52.64

Proposed Amount \$2,766.26

Requested Days 0 Days

CONTRACTOR
AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: 

Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End
 Users, OU=AP Users, DC=ap,
 DC=room
 Date: 2026.05.07 12:57:19-0500

 By: Kirk Dawson

 Its: Sr. Project Manager
OWNER
City of Greenville Texas

Signature: 

Summer Spurlock (May 19, 2026 16:14:06 CDT)

By: _____

Its: _____

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

8552-CO-22-City of Greenville Texas_CR's 132 136 137 138 and 139-Issued_AP Signature (002)

Final Audit Report

2026-06-03

Created:	2026-06-03
By:	Brett Quarles (bquarles@ci.greenville.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7QhzbUcDuDY30nfjl9RFPWSg5jvqHFj

"8552-CO-22-City of Greenville Texas_CR's 132 136 137 138 and 139-Issued_AP Signature (002)" History

-  Document digitally presigned by Kirk Dawson
2026-05-28 - 1:07:42 PM GMT
-  Document created by Brett Quarles (bquarles@ci.greenville.tx.us)
2026-06-03 - 0:43:56 AM GMT
-  Document emailed to sspurlock@greenvilletx.gov for signature
2026-06-03 - 0:44:30 AM GMT
-  Email viewed by sspurlock@greenvilletx.gov
2026-06-03 - 2:11:50 PM GMT
-  Signer sspurlock@greenvilletx.gov entered name at signing as Summer Spurlock
2026-06-03 - 2:13:15 PM GMT
-  Document e-signed by Summer Spurlock (sspurlock@greenvilletx.gov)
Signature Date: 2026-06-03 - 2:13:17 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-06-03 - 2:13:17 PM GMT



City Council Agenda Item Report

July 28, 2026

Agenda Item No. 8D

Contact: Brett Quarles, Parks Director

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

Contact Phone: 903-457-3205

Subject: Consideration and action on a resolution authorizing Change Order No. 23 with Adolphson & Peterson Construction (AP Gulf States, Inc), in the amount of \$0.00.(Brett Quarles, Director of Parks and Recreation)

1. Background/History:

On September 23, 2024, the City of Greenville entered into a construction agreement with AP Gulf States, Inc., d/b/a Adolphson & Peterson Construction, for the Greenville Rec Centers - SportsPark Center and Reecy Davis Center Expansion project. The original agreement value was \$55,857,132.00. As part of the original agreement there was a \$200,000.00 Playground Allowance.

2. Findings/Current Activity

Change Order General Description: CR 140 is converting the \$200,000.00 Playground allowance to a \$200,000 Irrigation Allowance.

Change Request	Description	Amount
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140	Establishing Irrigation Allowance	\$0.00
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TOTAL	Change Order 22	\$0.00
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Original Agreement Value

\$ 55,857,132.00

Owner approved Change Order 001

\$ 163,553.21

Owner approved Change Order 002

\$ 30,275.83

Owner approved Change Order 003	\$ 262,432.32
Owner approved Change Order 004	\$ 147,713.13
Owner approved Change Order 005	\$ (\$5,275.78)
Owner approved Change Order 006	\$ 26,879.78
Owner approved Change Order 007	\$ 95,809.86
Owner approved Change Order 008	\$ 132,477.76
Owner approved Change Order 009	\$ 119,697.17
Owner approved Change Order 010	\$ 447,712.45
Owner approved Change Order 011	\$ 21,903.88
Owner approved Change Order 012	\$ 168,083.64
Owner approved Change Order 013	\$ 102,855.82
Owner approved Change Order 014	\$ 113,128.22
Owner approved Change Order 015	\$ 1,658,820.24
Owner approved Change Order 016	\$ 77,087.33
Owner approved Change Order 017	\$ 34,932.78
Owner approved Change Order 018	\$ 167,296.48
Owner approved Change Order 019	\$ 139,494.23
Owner approved Change Order 020	\$ 43,989.56
Owner approved Change Order 021	\$ 368,890.94
Owner approved Change Order 022	\$ 32,740.90
Sum of Changes by prior Owner Change Order	\$ 4,350,499.76
Agreement Value prior to this Change Order	\$ 60,174,890.86
Change Order 023	\$ 0.00

New Agreement Value

\$ 60,207,631.76

3. Financial Impact/Account No.

The original approved PO #2025-00219 with A&P Gulf States included a \$2,548,290.14 contingency amount and with Change Order #23 this now brings that current contingency remaining to (\$ 252,109.18).

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 a resolution authorizing change order #23 with AP Gulf States in the amount of \$ 0.00.



Allowance Expenditure Authorization (AEA)

Project Name: Greenville Rec Centers – SportsPark Center and Reecy Davis Center Expansion

Contract/Project Number: AIA A101/A201 (Dated September 23, 2024)

Date: July 13, 2026

To (Contractor/Vendor): Adolfson & Peterson Construction

Attention: Kirk Dawson

You are hereby authorized to perform the following item(s) of work using the established project allowance sum.

1. Scope of Work Description: ASI 23R2 and RFI 365

2. Financial Breakdown:

Original Allowance Balance: \$200,000.00

Cost of This Authorization: \$200,000.00

Remaining Allowance Balance (if any): \$0.00

3. Contract Impact: The terms of the base contract are unchanged.

Requested by (Contractor):

Name: Kirk Dawson, Senior PM

Signature: _____

Date: 7/13/2026

Authorized by (Owner/Project Manager):

Name: Summer Spurlock, CPM

Signature: _____

Date: _____

RESOLUTION NO. 26-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING CHANGE ORDER #23 WITH ADOLFSON AND PETERSON CONSTRUCTION (AP GULF STATES, INC) FOR THE RECREATION CENTER CONSTRUCTION PROJECT AND REECY DAVIS EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, change order #23 in accordance with Texas Local Government Code §271.060 is necessary for work being performed at the SportsPark Center and the Reecy Davis expansion project; and

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

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

SECTION 1. The City Council hereby authorizes the City Manager to approve a Change Order for the SportsPark Center/Reecy Davis Expansion projects with AP Gulf States, Inc., in an amount not to exceed \$0.00 (no cost).

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

Owner approved Change Order 018	167,296.48
Owner approved Change Order 019	139,494.23
Owner approved Change Order 020	43,989.56
Owner approved Change Order 021	368,556.33
Owner approved Change Order 022	32,740.90
Sum of changes by prior owner change order	\$ 4,350,499.76
<u>Agreement Value prior to this Change Order</u>	<u>\$60,174,890.86</u>
Change Order 023	0.00
<u>New Agreement Value</u>	<u>\$60,207,631.76</u>

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

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

PASSED AND APPROVED, this 28th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

RESOLUTION NO. 26-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING CHANGE ORDER #23 WITH ADOLFSON AND PETERSON CONSTRUCTION (AP GULF STATES, INC) FOR THE RECREATION CENTER CONSTRUCTION PROJECT AND REECY DAVIS EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, change order #23 in accordance with Texas Local Government Code §271.060 is necessary for work being performed at the SportsPark Center and the Reecy Davis expansion project; and

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

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

SECTION 1. The City Council hereby authorizes the City Manager to approve a Change Order for the SportsPark Center/Reecy Davis Expansion projects with AP Gulf States, Inc., in an amount not to exceed \$0.00 (no cost).

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

Owner approved Change Order 018	167,296.48
Owner approved Change Order 019	139,494.23
Owner approved Change Order 020	43,989.56
Owner approved Change Order 021	368,556.33
Owner approved Change Order 022	32,740.90
Sum of changes by prior owner change order	\$ 4,350,499.76
<u>Agreement Value prior to this Change Order</u>	<u>\$60,174,890.86</u>
Change Order 023	0.00
<u>New Agreement Value</u>	<u>\$60,207,631.76</u>

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

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

PASSED AND APPROVED, this 28th 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 28, 2026

Agenda Item No. 8E

Contact: Brett Quarles, Parks Director

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

Contact Phone: 903-457-3205

Subject: Consideration and action on a resolution authorizing Change Order No. 24 with Adolfson & Peterson Construction AP Gulf States, Inc., in the amount of \$49,033.82. (Brett Quarles, Director of Parks and Recreation)

1. Background/History:

On September 23, 2024, the City of Greenville entered into a construction agreement with AP Gulf States, Inc., d/b/a Adolfson & Peterson Construction, for the Greenville Rec Centers - SportsPark Center and Reecy Davis Center Expansion project.

2. Findings/Current Activity

Change Order General Description:.

Change Request	Description	Amount
141	RFI 354 – Sit Lighting Around Pavilion	\$ 4,241.20
142	Swapping S10 Fixtures at Flag pole	\$ 2,354.46
144	Sump Pump for Pool Pit	\$ 2,185.24
145	Child watch / Vertical Fascia Panels	\$ 1,767.95
146	Carpet Change in Office & Lounge	\$ 25,573.26
147	RFI 364 – Manual locker room sink faucet	\$ 12,911.71
TOTAL	CHANGE ORDER 22	\$ 49,033.82

Original Agreement Value

\$ 55,857,132.00

Owner approved Change Order 001	\$ 163,553.21
Owner approved Change Order 002	\$ 30,275.83
Owner approved Change Order 003	\$ 262,432.32
Owner approved Change Order 004	\$ 147, 713.13

Owner approved Change Order 005	\$ (\$5,275.78)
Owner approved Change Order 006	\$ 26,879.78
Owner approved Change Order 007	\$ 95,809.86
Owner approved Change Order 008	\$ 132,477.76
Owner approved Change Order 009	\$ 119,697.17
Owner approved Change Order 010	\$ 447,712.45
Owner approved Change Order 011	\$ 21,903.88
Owner approved Change Order 012	\$ 168,083.64
Owner approved Change Order 013	\$ 102,855.82
Owner approved Change Order 014	\$ 113,128.22
Owner approved Change Order 015	\$ 1,658,820.24
Owner approved Change Order 016	\$ 77,087.33
Owner approved Change Order 017	\$ 34,932.78
Owner approved Change Order 018	\$ 167,296.48
Owner approved Change Order 019	\$ 139,494.23
Owner approved Change Order 020	\$ 43,989.56
Owner approved Change Order 021	\$ 368,890.94
Owner approved Change Order 022	\$ 32,740.90
Owner approved Change Order 023	\$ 0.00
Sum of Changes by prior Owner Change Order	\$ 4,350,499.76
Agreement Value prior to this Change Order	\$ 60,207,631.76
Change Order 024	\$49,033.82
<u>New Agreement Value</u>	<u>\$ 60,256,665.58</u>

3. Financial Impact/Account No.

The original approved PO #2025-00219 with A&P Gulf States included a \$2,548,290.14 contingency amount and with Change Order #24 this now brings that current contingency remaining to (\$ 203,075.36).

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 a resolution authorizing change order # 24 with AP Gulf States in the amount of \$49,033.82.

AGREEMENT DETAILS:

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

CHANGE DETAILS

Change Number: 24
 Change Date: 07/15/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

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

Change Order General Description: CR's 141, 142, 144, 145, 146, and 147

Item#	Cost Code	Description	Amount
001		CR 141 - RFI #354 - Site Lighting Around Pavillion	\$4,241.20
001	26-0000-01-S	8552JMEG - Jmeg Llc - Provide and install (1) additional S12 Pedestrian Pole per RFI 354.	\$4,035.00
002	00-6216-00-M	Builders Risk	\$5.25
003	00-6216-06-M	SDI	\$48.42
004	00-6216-03-M	General Liability Insurance	\$44.39
005	00-6113-00-M	Performance Bonds	\$27.44
006	99-9999-99-F	Fee	\$80.70
002		CR 142 - Swapping the S10 Fixtures at Flagpole	\$2,354.46
001	26-0000-01-S	8552JMEG - Jmeg Llc - Providing different fixture in lieu of the S10.	\$2,240.00
002	00-6216-00-M	Builders Risk	\$2.91
003	00-6216-06-M	SDI	\$26.88
004	00-6216-03-M	General Liability Insurance	\$24.64
005	00-6113-00-M	Performance Bonds	\$15.23
006	99-9999-99-F	Fee	\$44.80
003		CR 144 - RFI #338 - Sump Pump To Be Dry	\$2,185.24
001	22-0000-01-S	8552GLME - G&I Mechanical Contractor Lp -	\$2,079.00
002	00-6216-00-M	Builders Risk	\$2.70
003	00-6216-06-M	SDI	\$24.95
004	00-6216-03-M	General Liability Insurance	\$22.87
005	00-6113-00-M	Performance Bonds	\$14.14
006	99-9999-99-F	Fee	\$41.58
004		CR 145 - Room 108 Child Watch with Vertical Fascia Panels	\$1,767.95
001	06-2200-00-S	8552WATS - Wcs Millwork Llc -	\$1,682.00
002	00-6216-00-M	Builders Risk	\$2.19
003	00-6216-06-M	SDI	\$20.18
004	00-6216-03-M	General Liability Insurance	\$18.50
005	00-6113-00-M	Performance Bonds	\$11.44
006	99-9999-99-F	Fee	\$33.64
005		CR 146 - Carpet Changes in Office Space and Main Area	\$25,573.26
001	09-0000-02-S	8552EXPO - Exposed Floor Design Group Llc -	\$24,330.00
002	00-6216-00-M	Builders Risk	\$31.63
003	00-6216-06-M	SDI	\$291.96
004	00-6216-03-M	General Liability Insurance	\$267.63
005	00-6113-00-M	Performance Bonds	\$165.44
006	99-9999-99-F	Fee	\$486.60
006		CR 147 - RFI #364 - SP- Manual locker room sink faucet	\$12,911.71
001	22-0000-01-S	8552GLME - G&I Mechanical Contractor Lp -	\$12,284.00
002	00-6216-00-M	Builders Risk	\$15.97
003	00-6216-06-M	SDI	\$147.41
004	00-6216-03-M	General Liability Insurance	\$135.12
005	00-6113-00-M	Performance Bonds	\$83.53
006	99-9999-99-F	Fee	\$245.68

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

The Original Agreement Value was.....	\$55,857,132.00
Sum of Changes by prior Owner Change Orders.....	\$4,350,499.76
The Agreement Value prior to this Owner Change Order.....	\$60,207,631.76
The Agreement Value will be changed by this Owner Change Order in the amount of...	\$49,033.82
The new Agreement Value including this Owner Change Order.....	\$60,256,665.58
The Agreement Time will be modified by.....	0 Days
The new Contractual Completion Date will be	06/15/2026

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

CONTRACTOR**AP Gulf States, INC**

dba Adolfson & Peterson Construction

Signature: _____

By: Kirk DawsonIts: Sr. Project Manager**OWNER****City of Greenville Texas**

Signature: _____

By: _____

Its: _____

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 141
 Status: Pending Approval
 Change Date: 05/22/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 141

Date: 05/22/2026

Change Request Description:

RFI 354 Provide and install (1) additional S12 Pedestrian Pole. There is a concern regarding the distance between these two light poles and the adequacy of lighting coverage within this area. Please confirm whether the current spacing between the poles is acceptable or if an additional light pole will be required to provide sufficient lighting coverage. RFI Answer: It appears that one of the existing light poles is hidden under a keynote on the civil sheet C1.0. This light is not a required fixture by code, however, the owner expects that all existing light poles will be replaced. The original change request did not account for this pole that was hidden under the key note. Lead Time is 4-5 weeks.

Change Request Details:

Item#	Cost Code	Description	Amount
001	26-0000-01-S	8552JMEG - Jmeg Llc Provide and install (1) additional S12 Pedestrian Pole per RFI 354.	\$4,035.00
M-001	00-6216-00-M	Builders Risk	\$5.25
M-002	00-6216-06-M	SDI	\$48.42
M-003	00-6216-03-M	General Liability Insurance	\$44.39
M-004	00-6113-00-M	Performance Bonds	\$27.44
M-005	99-9999-99-F	Fee	\$80.70

Proposed Amount \$4,241.20

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature:  **Kirk Dawson**
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=a-p, DC=com
 Date: 2026.05.22 14:40:14-05'00'

By: _____

Its: _____

OWNER

City of Greenville Texas

Signature:  **Summer Spurlock**
Summer Spurlock (Jun 3, 2026 09:14:11 CDT)

By: _____

Its: _____

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 142
 Status: Pending Approval
 Change Date: 05/26/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 142
Date: 05/26/2026
Change Request Description:

Changing Out the S10 fixtures at flagpoles.

Change Request Details:

Item#	Cost Code	Description	Amount
001	26-0000-01-S	8552JMEG - Jmeg Llc Providing different fixture in lieu of the S10.	\$2,240.00
M-001	00-6216-00-M	Builders Risk	\$2.91
M-002	00-6216-06-M	SDI	\$26.88
M-003	00-6216-03-M	General Liability Insurance	\$24.64
M-004	00-6113-00-M	Performance Bonds	\$15.23
M-005	99-9999-99-F	Fee	\$44.80

Proposed Amount \$2,354.46

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: **Kirk Dawson**

Digitally signed by Kirk Dawson
DN: CN=Kirk Dawson, OU=End Users,
OU=AP Users, DC=a-p, DC=com
Date: 2026.05.26 14:49:23 -05'00'

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature:  Summer Spurlock (Jun 22, 2026 09:30:25 CDT)

By: _____

Its: _____

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 144
 Status: Pending Approval
 Change Date: 06/23/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 144
Date: 06/23/2026
Change Request Description:

Per RFI #338, a hose connection will be provided at the top of the pool mechanical pit to allow the City of Greenville to wash down and clean the sump pit as needed during operation of the filter system.

Change Request Details:

Item#	Cost Code	Description	Amount
001	22-0000-01-S	8552GLME - G&I Mechanical Contractor Lp Plumbing Subcontractor	\$2,079.00
M-001	00-6216-00-M	Builders Risk	\$2.70
M-002	00-6216-06-M	SDI	\$24.95
M-003	00-6216-03-M	General Liability Insurance	\$22.87
M-004	00-6113-00-M	Performance Bonds	\$14.14
M-005	99-9999-99-F	Fee	\$41.58

Proposed Amount \$2,185.24
 Requested Days 0 Days

CONTRACTOR
AP Gulf States, INC

dba Adolfson & Peterson Construction

 Signature: **Kirk Dawson**

 Digitally signed by Kirk Dawson
 DN: C=US, E=Kirk.Dawson@ap.com, OU=AP Users, DC=ap, DC=com
 Date: 2026.06.25 12:59:08-0500

 By: Kirk Dawson

 Its: Sr. Project Manager
OWNER
City of Greenville Texas

 Signature:  Summer Spurlock (Jul 2, 2026 10:20:30 CDT)

By: _____

Its: _____

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

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 145
 Status: Pending Approval
 Change Date: 07/01/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 145
Date: 07/01/2026
Change Request Description:

During the OAC it was discussed to provide pricing to add vertical fascia panels at the Child Watch Room 108.

Change Request Details:

Item#	Cost Code	Description	Amount
001	06-2200-00-S	8552WATS - Wcs Millwork Llc Millwork	\$1,682.00
M-001	00-6216-00-M	Builders Risk	\$2.19
M-002	00-6216-06-M	SDI	\$20.18
M-003	00-6216-03-M	General Liability Insurance	\$18.50
M-004	00-6113-00-M	Performance Bonds	\$11.44
M-005	99-9999-99-F	Fee	\$33.64

Proposed Amount \$1,767.95

Requested Days 0 Days

CONTRACTOR
AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: Kirk Dawson
Digitally signed by Kirk Dawson
 DN: CN=Kirk Dawson, OU=End Users,
 OU=AP Users, DC=a.p, DC=com
 Date: 2026.07.01 15:28:53-0500

 By: Kirk Dawson

 Its: Sr. Project Manager
OWNER
City of Greenville Texas

Signature: 
Summer Spurlock (Jul 2, 2026 10:21:09 CDT)

By: _____

Its: _____

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



AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 146
Status: Pending Approval
Change Date: 07/06/2026

OWNER:

City of Greenville Texas
2821 Washington Street
Greenville, TX 75401

Change Request: 146

Date: 07/06/2026

Change Request Description:

Per the Owner's request, this change includes the removal of all CPT03 carpet from the Area D offices to match the adjacent open office area. Additionally, all CPT05 carpet in the main corridor will be removed and replaced with CPT06.

Change Request Details:

Item#	Cost Code	Description	Amount
001	09-0000-02-S	8552EXPO - Exposed Floor Design Group Llc Ceramic/ Resilient/ Carpet	\$24,330.00
M-001	00-6216-00-M	Builders Risk	\$31.63
M-002	00-6216-06-M	SDI	\$291.96
M-003	00-6216-03-M	General Liability Insurance	\$267.63
M-004	00-6113-00-M	Performance Bonds	\$165.44
M-005	99-9999-99-F	Fee	\$486.60

Proposed Amount \$25,573.26
Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: Kirk Dawson

Digitally signed by Kirk Dawson
DN: CN=Kirk Dawson, OU=End
Users, OU=AP Users, DC=a-p,
DC=com
Date: 2026.07.06 10:07:25-0500

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature:  Summer Spurlock (Jul 6, 2026 14:59:00 CDT)

By: _____

Its: _____

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

CHANGE REQUEST

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 147
 Status: Pending Approval
 Change Date: 07/06/2026

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 147

Date: 07/06/2026

Change Request Description:

Per the owner's request, this change includes replacing all manual faucets in the locker room areas with automatic, hands-free faucets.

Change Request Details:

Item#	Cost Code	Description	Amount
001	22-0000-01-S	8552GLME - G&I Mechanical Contractor Lp Plumbing Subcontractor	\$12,284.00
M-001	00-6216-00-M	Builders Risk	\$15.97
M-002	00-6216-06-M	SDI	\$147.41
M-003	00-6216-03-M	General Liability Insurance	\$135.12
M-004	00-6113-00-M	Performance Bonds	\$83.53
M-005	99-9999-99-F	Fee	\$245.68

Proposed Amount \$12,911.71
 Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature: **Kirk Dawson**

By: Kirk Dawson

Its: Sr. Project Manager

OWNER

City of Greenville Texas

Signature:  Summer Spurlock (Jul 7, 2026 12:09:12 CDT)

By: _____

Its: _____

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

RESOLUTION NO. 26-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING CHANGE ORDER #24 WITH ADOLFSON AND PETERSON CONSTRUCTION (AP GULF STATES, INC) FOR THE RECREATION CENTER CONSTRUCTION PROJECT AND REECY DAVIS EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, change order #24 in accordance with Texas Local Government Code §271.060 is necessary for work being performed at the SportsPark Center and the Reecy Davis expansion project; and

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

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

SECTION 1. The City Council hereby authorizes the City Manager to approve a Change Order for the SportsPark Center/Reecy Davis Expansion projects with AP Gulf States, Inc., in an amount not to exceed \$49,033.82.

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

Owner approved Change Order 018	167,296.48
Owner approved Change Order 019	139,494.23
Owner approved Change Order 020	43,989.56
Owner approved Change Order 021	368,556.33
Owner approved Change Order 022	32,740.90
Owner approved Change Order 023	0.00
Sum of changes by prior owner change order	\$ 4,350,499.76

<u>Agreement Value prior to this Change Order</u>	<u>\$60,207,631.76</u>
Change Order 024	49,033.82

<u>New Agreement Value</u>	<u>\$60,256,665.58</u>
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SECTION 2. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

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

PASSED AND APPROVED, this 28th 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 28, 2026

Agenda Item No. 8F

Contact: Ty Helton, Airport Manager

Contact Email: thelton@greenvilletx.gov

Contact Phone: 903-457-3168

Subject: Consideration and action on a resolution authorizing an application with North Central Texas Council of Governments (NCTCOG) for eVTOL charging infrastructure at the Greenville Municipal Airport (KGVT). (Ty Helton, Airport Manager)

1. Background/History:

Greenville Municipal Airport (KGVT) continues to position itself as a regional leader in aviation innovation through its support of emerging technologies and alignment with statewide and federal Advanced Air Mobility (AAM) initiatives. With its growing general aviation activity, available airfield capacity, and ongoing participation in regional planning discussions, KGVT is well suited to support future electric vertical takeoff and landing (eVTOL) operations. The North Central Texas Council of Governments (NCTCOG) has released a competitive Call for Projects offering up to \$200,000 per airport for installation of electric charging infrastructure that advances airport readiness for AAM and eVTOL operations. This funding directly supports KGVT's long-term strategy for modernization, economic development, and enhanced service offerings for operators and industry partners.

2. Findings/Current Activity

KGVT staff have identified a suitable location for eVTOL charging infrastructure near the south apron, adjacent to existing GA operations and within proximity to current electrical service access. This location supports anticipated operator flow, community demonstration opportunities, and future integration with emerging AAM corridor planning. Preliminary discussions with local utility providers indicate the site is feasible for installation of an eVTOL-compatible charging unit.

The airport is monitoring developments in FAA's eVTOL Integration Pilot Program (eIPP), CAAT research activities, and TxDOT AAM coordination efforts — all of which emphasize airport readiness through standardized charging capability. Installation of an eVTOL charger would strengthen KGVT's role in regional innovation, provide early infrastructure for potential OEM partners, support future demonstration flights, and position the airport for cargo, emergency response, and passenger mobility use cases tied to electric aviation development.

3. Financial Impact/Account No.

KGVT intends to request the maximum award of \$200,000 from NCTCOG to support the purchase and installation of an eVTOL charging unit. This program is structured as cost reimbursement; eligible expenses include the charger and directly related installation components necessary to make the unit operational on airport property. No funding would be expended prior to grant award or execution of the reimbursement agreement. Upon approval, expenditures and reimbursement tracking will be assigned to the appropriate airport capital project account.

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 Staff recommends approval to submit the KGVT application for the NCTCOG AAM Electric Charging Infrastructure Grant in the amount of \$200,000.

RESOLUTION NO. 26-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FOR FUNDING TO PURCHASE AND INSTALL ELECTRIC VERTICAL TAKEOFF AND LANDING (eVTOL) CHARGING INFRASTRUCTURE AT THE GREENVILLE MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE APPLICATION AND ADMINISTRATION OF THE GRANT, IF AWARDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville owns and operates the Greenville Municipal Airport (KGVF), which serves as an important component of the City's transportation infrastructure and economic development strategy; and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has announced a competitive grant program providing funding of up to Two Hundred Thousand Dollars (\$200,000.00) per airport for the purchase and installation of electric vertical takeoff and landing (eVTOL) charging infrastructure to support Advanced Air Mobility (AAM) initiatives; and

WHEREAS, the City of Greenville desires to submit a grant application to NCTCOG to obtain funding for the purchase and installation of eVTOL charging infrastructure at the Greenville Municipal Airport to enhance airport readiness for emerging aviation technologies and support future economic development opportunities; and

WHEREAS, submission of the grant application does not obligate the City to expend funds, and any grant award requiring local matching funds or other financial commitments beyond the approved grant terms will be presented to the City Council for future consideration, if applicable; and

WHEREAS, the City Council finds that submission of the grant application is in the best interest of the City of Greenville and its citizens.

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

SECTION 1. The City Council hereby authorizes the submission of a grant application to the North Central Texas Council of Governments (NCTCOG) requesting funding in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for the purchase and installation of electric vertical takeoff and landing (eVTOL) charging infrastructure at the Greenville Municipal Airport..

SECTION 2. The City Manager, or the City Manager's designee, is hereby authorized to prepare, execute, and submit the grant application and any related documents necessary to apply for the grant and, if awarded, to execute all documents necessary to administer the grant in accordance with applicable federal, state, regional, and local requirements.

SECTION 3. Acceptance of a grant requiring no local match funding for the purchase and installation of electric vertical takeoff and landing (eVTOL) charging infrastructure to support Advanced Air Mobility(AAM) initiatives at the Greenville Municipal Airport is hereby approved.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED, this 28th day of July 2026.

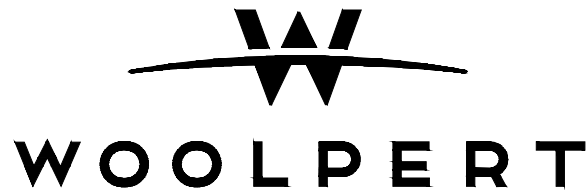
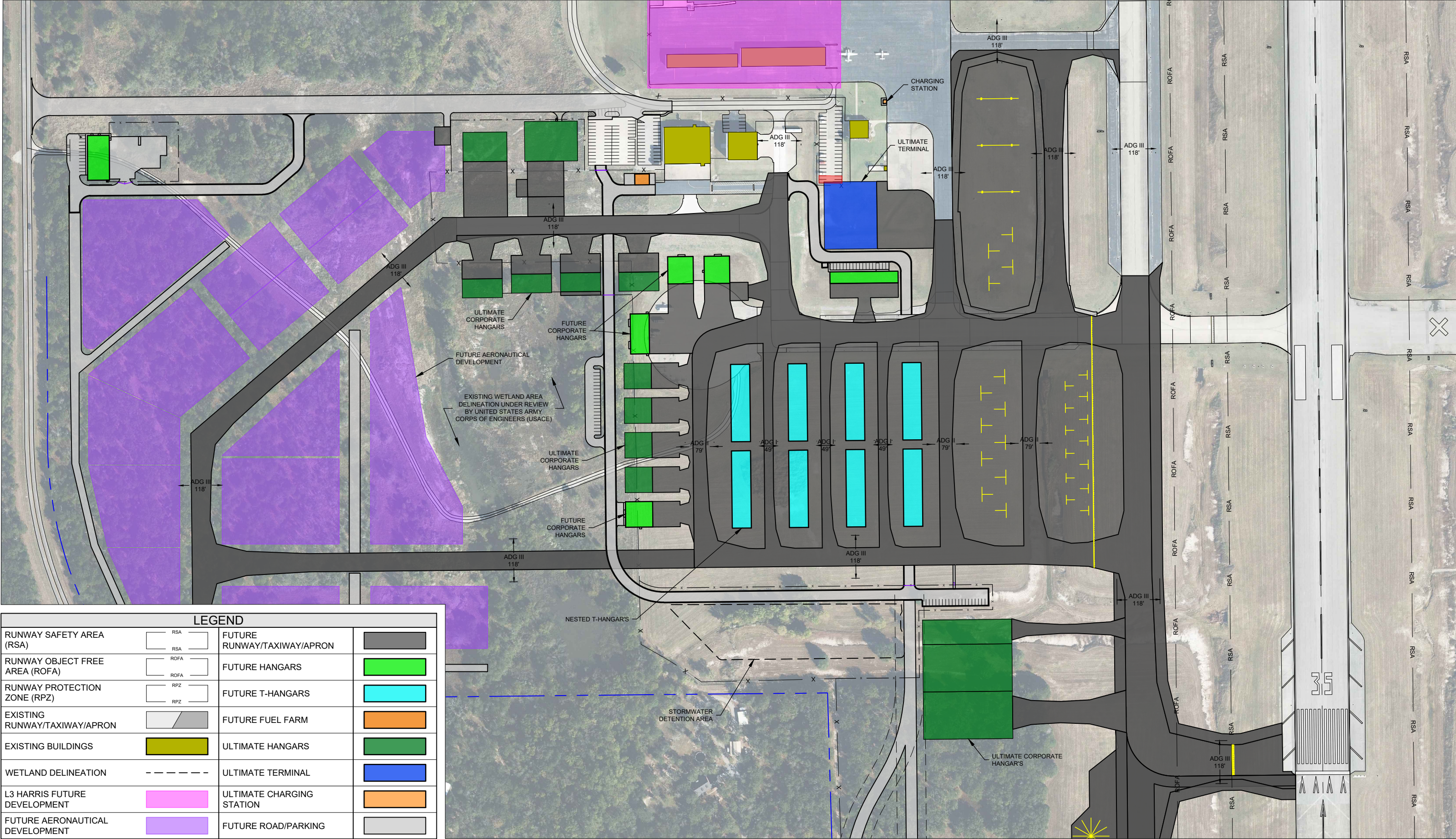
Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

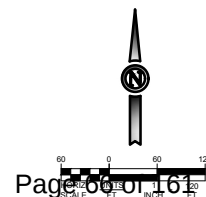


MAJORS AIRPORT (GVT)
ALTERNATIVE PLAN

GA DEVELOPMENT
SOUTH END DEVELOPMENT

JUNE 2026

DRAFT
FOR DISCUSSION PURPOSES





City Council Agenda Item Report

July 28, 2026

Agenda Item No. 8G

Contact: Euriah Brown, Human Resource Director

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

Contact Phone: (903)457-3113

Subject: Consideration and action of a resolution approving an amendment to the City's UKG Ready software agreement to increase the contracted employee minimum from 400 to 600 payroll employees. (Euriah Brown, Director of Human Resources)

1. Background/History:

The City utilizes UKG Ready as its Human Resources, Payroll, Timekeeping, Scheduling, Recruiting, ACA Management, and related workforce management system under an agreement originally executed in August 2021. At the time of implementation, the City contracted for a minimum of 400 payroll employees, representing the combined workforce of the City of Greenville and GEUS.

Under the agreement, the City pays a per employee per month (PEPM) subscription fee for each contracted employee, with subscription fees billed quarterly in advance. Any payroll employees processed above the contracted minimum are billed separately as monthly usage overage charges.

Since implementation, the City's active employee count has consistently exceeded the contracted minimum, resulting in recurring monthly overage invoices in addition to the regular quarterly subscription invoices.

2. Findings/Current Activity

Current system utilization averages approximately 492 active payroll employees each month. With the opening of the SportsPark Recreation Center, the City anticipates adding approximately 80 additional part-time employees, increasing expected utilization to approximately 572 payroll employees.

Because UKG charges the same PEPM subscription rate for both full-time and part-time employees, maintaining the existing 400-employee minimum would substantially increase monthly overage billing.

The proposed amendment increases the contracted minimum from 400 to 600 payroll employees, allowing the City's subscription to better align with current operational needs while providing reasonable capacity for future growth. The amendment also

simplifies the billing process by reducing or eliminating recurring monthly overage invoices and consolidating subscription costs into the regular quarterly billing cycle.

The amendment does not add additional software modules or services. It simply increases the contracted employee capacity for the City's existing UKG Ready subscription. Under the amendment, the City will continue receiving the same suite of UKG Ready services—including HR, Payroll, Time & Scheduling, Recruiting, ACA Manager, Integration Hub, and related modules—at the negotiated rate of \$13.63 per employee per month for a minimum commitment of 600 payroll employees.

3. Financial Impact/Account No.

The amendment increases the City's contracted employee minimum from 400 to 600 payroll employees at the existing negotiated subscription rate of \$13.63 per employee per month, billed quarterly in advance. The estimated additional subscription cost associated with the increased minimum is approximately:

Additional contracted employees: 200

PEPM rate: \$13.63

Estimated additional monthly cost: \$2,726

Estimated additional annual cost: Approximately \$32,712

Funding is available in account 602-2-480000-54101-0000 (professional services). Although the annual subscription expense will increase, the amendment will improve budget predictability, streamline invoice processing, and provide sufficient capacity to accommodate anticipated workforce growth without continued usage penalties.

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 approving an amendment to the City's UKG Ready software agreement to increase the contracted employee minimum from 400 to 600 payroll employees.



HR, Pay, & Workforce Management

ORDER FORM

Order Type: Amendment
Date: 09 Jul, 2026

Quote#: Q-407719
Expires: 31 Jul, 2026
Sales Executive: Johnny Nguyen
Effective Date: Effective as of the date of last signature of this Order
Division: Midmarket

Customer Legal Name:
CITY OF GREENVILLE

Ship To: CITY OF GREENVILLE
2821 WASHINGTON ST
GREENVILLE, TX 75401-4167 USA

Customer Legal Address:
2821 WASHINGTON ST, GREENVILLE, TX 75401-4167 USA

Bill To: CITY OF GREENVILLE
2821 WASHINGTON ST
GREENVILLE, TX 75401-4167 USA

Bill To Contact:

Contact: Euriah Brown
Email: ebrown@greenvilletx.gov

Currency: USD
Customer PO Number:
Solution ID: 6182016
Term: Co-Term
Uplift Percent: 4 %

Renewal Term: 12 months
Payment Terms: Net 60 Days

Billing Start Date: Upon Signature of Order Form; unless
otherwise stated below. Excludes Monthly Billing of Usage
Above Minimum.

Services

Billing Frequency: Quarterly in Advance

Services	Minimum Quantity	Employee Type	Services Fee Per Employee Per Month	Billing Start Date	Transaction Type
UKG READY TIME AND SCHEDULING UKG READY ACCRUALS MANAGER UKG READY ATTESTATION UKG READY TIME UKG READY INTEGRATION HUB UKG READY PAYROLL UKG READY PAYROLL SERVICES WITH SMARTCHECK UKG READY ACA MANAGER UKG READY RECRUITING UKG READY HR	600	Payroll Employees	USD 13.63	Upon Signature of Order Form	New
UKG READY TIME AND SCHEDULING UKG READY ACCRUALS MANAGER UKG READY ATTESTATION UKG READY TIME UKG READY INTEGRATION HUB UKG READY PAYROLL UKG READY PAYROLL SERVICES WITH SMARTCHECK UKG READY ACA MANAGER UKG READY RECRUITING UKG READY HR	400	Payroll Employees	USD 0.00	Upon Signature of Order Form	Cancellation

Order Notes:

"Co-Term" means that the Subscription Services set forth on this Order will align with Customer's existing billing cycle and term.

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

GENERAL TERMS

This order is subject to the terms and conditions of the UKG ready Agreement between Kronos, a UKG company and Customer dated August 1, 2021 as amended (hereafter "Agreement").

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following link, except if an SOW is attached to this Order, then the attached SOW shall control over the linked SOW:
www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Agreement as set forth in the Agreement. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Agreement located at:
www.ukg.com/ukg-unified-dpa

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF GREENVILLE		UKG Inc.	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.			

RESOLUTION NO. 26-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE FIRST AMENDMENT TO THE UKG READY SOFTWARE SUBSCRIPTION AGREEMENT TO INCREASE THE CONTRACTED MINIMUM PAYROLL EMPLOYEE COUNT FROM 400 TO 600 EMPLOYEES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AMENDMENT AND ALL RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville entered into an agreement with UKG Ready in August 2021 to provide Human Resources, Payroll, Timekeeping, Scheduling, Recruiting, Affordable Care Act (ACA) Management, Integration Hub, and related workforce management services for the City of Greenville and GEUS; and

WHEREAS, the original agreement established a minimum subscription commitment of 400 payroll employees with subscription fees based on a negotiated per employee per month (PEPM) rate; and

WHEREAS, since implementation, the City's active payroll employee count has consistently exceeded the contracted minimum, resulting in recurring monthly usage overage charges in addition to the regular quarterly subscription invoices; and

WHEREAS, the City's current utilization averages approximately 492 payroll employees each month, and the anticipated opening of the SportsPark Recreation Center is expected to increase the City's workforce to approximately 572 payroll employees through the addition of part-time staff; and

WHEREAS, increasing the contracted minimum payroll employee count from 400 to 600 employees will better align the subscription with current and anticipated staffing levels, reduce or eliminate recurring monthly overage charges, improve budget predictability, simplify invoice administration, and provide capacity for future workforce growth; and

WHEREAS, the proposed amendment does not add additional software modules or services, but maintains the City's existing UKG Ready subscription services at the negotiated rate of \$13.63 per employee per month; and

WHEREAS, funding for the additional subscription cost is available in Account No. 602-2-480000-54101-0000; and

WHEREAS, the City Council finds that approval of the amendment 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 approves the First Amendment to the City's UKG Ready Software Subscription Agreement increasing the contracted minimum payroll employee count from 400 employees to 600 employees, while maintaining the existing negotiated subscription rate and software services.

SECTION 2. The City Manager, is hereby authorized to execute the First Amendment to the UKG Ready Software Subscription Agreement, together with any related documents, amendments, or administrative instruments necessary to implement and administer the agreement on behalf of the City.

SECTION 3. The estimated additional annual subscription cost associated with this amendment is approximately Thirty-Two Thousand Seven Hundred Twelve Dollars (\$32,712.00). Funding is available in Account No. 602-2-480000-54101-0000.

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

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

PASSED AND APPROVED, this 28th 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 28, 2026

Agenda Item No. 8H

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on a resolution authorizing Bartlett and West, Inc. to perform certain professional services regarding a pilot scale study and memo to review select media performance to estimate full scale operation including life of the media and filtered water blending options to meet proposed PFAS MCLs. (Summer Spurlock, City Manager)

1. Background/History:

PFAS, or perfluoroalkyl and polyfluoroalkyl substances, are widespread and long lasting in the environment. They are called “forever chemicals” because they don’t break down and can persist in water and soil, and even human blood indefinitely. The chemicals have been used since the 1940s to repel oil and water and resist heat. They have been included in thousands of household products from nonstick cookware to industrial products like firefighting foam.

There are more than 12,000 types of individual forever chemicals, but new EPA standards set in April 2024 set new limits for five of them: PFOA and PFOS have a limit of 4 parts per trillion while PFHxS, PFNA, and HFPO-DA have a limit of 10 parts per trillion. One part per trillion is equivalent to a single drop of water in 20 Olympic-sized swimming pools.

The new standards will require water utilities to meet them within five years. The EPA estimates that the new limits, which are legally enforceable, will reduce exposure for 100 million people nationwide and help prevent thousands of deaths and illnesses, including from cancer. Public water systems will have three years to complete their initial monitoring for these chemicals and will be required to inform the public of the level of PFAS measured in their drinking water.

2. Findings/Current Activity

The EPA has approved the use of activated carbon, reverse osmosis (purifying water using pressure) and ion exchange systems (a chemical process) to remove PFAS from drinking water.

Bartlett and West will provide the following to assist the City in determining the best treatment moving forward at the North Water Treatment Plant (N. WTP).

1. PFAS Pilot Testing at the N. WTP

- a. Project management
- b. Coordination and review of the drafted contract by the pilot scale unit manufacturer
- c. Troubleshooting and coordination with the Client during the pilot scale unit testing
- d. Coordination with the pilot scale unit manufacturer during the pilot scale unit testing
- e. Site visit 1 time per month for 6 months per WTP site
- f. Develop a brief memo summarizing the results of the pilot scale unit at the N. WTP such as anticipated life of GAC before regeneration is required and if partial treatment blending is feasible.
- g. Submittal of the brief draft memo to Client for review
- h. Review and address comments from Client
- i. Submit final memo to Client

2. Quality Control Review: At times deemed appropriate by the Consultant, conduct internal QC review of the drawings, specifications, and design calculations.

3. Financial Impact/Account No.

Bartlett and West will perform the above scope of work for a lump sum fee of \$50,363. The funds are available in the 2026 Revenue Bond for this project from Project PW 2401.

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 Bartlett and West, Inc. to perform certain professional services regarding a pilot scale study and memo to review select media performance to estimate full scale operation including life of the media and filtered water blending options to meet proposed PFAS MCLs for a lump sum cost of \$50,363

RESOLUTION NO. 26-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BARTLETT & WEST, INC. TO PERFORM A PILOT SCALE STUDY AND PREPARE A TECHNICAL MEMORANDUM TO EVALUATE SELECT FILTER MEDIA PERFORMANCE, ESTIMATE FULL-SCALE OPERATION, AND ASSESS FILTERED WATER BLENDING OPTIONS TO MEET PROPOSED FEDERAL PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) MAXIMUM CONTAMINANT LEVELS (MCLs) AT THE NORTH WATER TREATMENT PLANT; AND PROVIDING AN EFFECTIVE DATE..

WHEREAS, the City of Greenville owns and operates its public water system and is responsible for providing safe, reliable drinking water to its customers in accordance with all applicable federal and state drinking water regulations; and

WHEREAS, the United States Environmental Protection Agency (EPA) has established new Maximum Contaminant Levels (MCLs) for certain per- and polyfluoroalkyl substances (PFAS), commonly referred to as "forever chemicals," requiring public water systems to evaluate treatment alternatives and comply with the new standards within the prescribed regulatory timeframe; and

WHEREAS, the City desires to evaluate treatment technologies and operational strategies for PFAS removal at the North Water Treatment Plant to determine the most effective and economical long-term solution for compliance with the proposed federal regulations; and

WHEREAS, Bartlett & West, Inc., the City's consulting engineer, has submitted a proposal to provide professional engineering services including pilot-scale testing, project management, coordination with the pilot unit manufacturer, technical oversight, site visits, quality control review, and preparation of a technical memorandum evaluating granular activated carbon (GAC) media performance, anticipated media life, and filtered water blending options; and

WHEREAS, the City Council finds that approval of the Professional Services Agreement with Bartlett & West, Inc. is in the best interest of the City and its citizens.

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

SECTION 1. The City Council hereby approves a Professional Services Agreement with Bartlett & West, Inc. to perform professional engineering services for a pilot-scale PFAS treatment study and preparation of a technical memorandum evaluating treatment media performance, estimating full-scale operation, and assessing filtered water blending options to assist the City in meeting proposed federal PFAS Maximum Contaminant Levels (MCLs) at the North Water Treatment Plant, for a lump sum fee of \$50,363.00.

SECTION 2. The City Manager is hereby authorized to execute the Professional Services Agreement with Bartlett & West, Inc., together with any exhibits, amendments, change orders

within authorized limits, and all other documents necessary to implement and administer the agreement on behalf of the City.

SECTION 3. Funding for this agreement is available through the 2026 Revenue Bond Program, Project PW 2401, and expenditures shall be made in accordance with the approved project budget.

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

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

PASSED AND APPROVED, this 28th day of July 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

BARTLETT & WEST, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement (hereafter referred to as the “Agreement”) by and between City of Greenville, TX (“Client”), located at 2821 Washington Street, Greenville, TX 7540 and Bartlett & West, Inc. (“Consultant”), located at 4500 Mercantile Plaza, Suite 230, Ft. Worth, TX 76137.

WHEREAS, Client intends to commence with a pilot scale study and memo to review select media performance to estimate full scale operation including life of the media and filtered water blending options to meet proposed PFAS MCLs. It is assumed that one pilot unit will be run at the N. WTP.

WHEREAS, Client intends to engage Consultant to perform certain professional services with regard to such work, which is hereinafter called the Project.

Client and Consultant therefore agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between Client and Consultant consists of this Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and the following exhibits and addenda:

Project Fee Estimating Sheet All such items together shall be referenced herein as the “Agreement.”

- B. In the event of any conflict in the language of this Agreement for Professional Services with the Standard Provisions of Agreement attached hereto, the language of the Standard Provisions of Agreement shall control.
- C. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.
- D. This Agreement shall be governed by the laws of the state of Texas.

ARTICLE II – SCOPE OF WORK

- A. Consultant shall perform services as described below. Any additional services must be requested separately by Client and agreed to by Consultant.

- B. The Consultant will perform the following tasks in relation to the project.

Included in each task will be project management of the engineering contract.

- a. Administration of contracts, invoices, and project documentation
- b. Coordination with Client including monthly status updates by Team calls

c. Internal team meetings & communication

1. PFAS Pilot Testing at the N. WTP

- a. Project management
- b. Coordination and review of the drafted contract by the pilot scale unit manufacturer
- c. Troubleshooting and coordination with the Client during the pilot scale unit testing
- d. Coordination with the pilot scale unit manufacturer during the pilot scale unit testing
- e. Site visit 1 time per month for 6 months per WTP site
- f. Develop a brief memo summarizing the results of the pilot scale unit at the N. WTP such as anticipated life of GAC before regeneration is required and if partial treatment blending is feasible.
- g. Submittal of the brief draft memo to Client for review
- h. Review and address comments from Client
- i. Submit final memo to Client

2. Quality Control Review: At times deemed appropriate by the Consultant, conduct internal QC review of the drawings, specifications, and design calculations

3. Excluded services The following items are specifically excluded from the scope of work:

Services Not Included with this Task Order

1. This report will not provide a condition assessment or review the functionality of the existing North water treatment plant.
2. Water quality sample collection, testing, and analysis.
3. Any scope items covered by other task orders
4. Surveying of any kind
5. Design drawings for construction permitting or construction
6. Deed research
7. Easements
8. Contract development for use in bidding and contracting
9. Advertising and bidding services
10. Permitting
11. Geotechnical investigations
12. Construction phase services of any kind
13. Collection of samples and laboratory analysis of PFAS for the pilot scale units.
14. Renting of pilot testing skid for GAC PFAS removal.
15. Day-to-day operation of the pilot scale units
16. Pilot scale testing that lasts longer than 6 months of time.
17. Only one manufacturer will be considered for the pilot scale units.
18. Predictive modelling of the pilot scale media data for full scale operation.
19. Rapid testing of PFAS removal technologies and media.
20. Environmental, historical and cultural resources evaluations or notices.

21. Participation in and/or preparation for public meetings or hearings
22. Design of treatment processes beyond concept work listed in the scope of work
23. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the consultant as a result of final design alternative decision

Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the consultant as a result of final design alternative decision

ARTICLE III – CLIENT’S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, Client shall:

- A. Provide Consultant with all criteria and full information as to Client’s requirements for the Project, including design objectives, capacity, performance requirements, and budgetary limitations upon which Consultant may rely. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
- B. Furnish available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the site.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required to perform services under this Agreement.
- D. Examine alternative solutions, reports, drawings, specifications, and other documents presented by Consultant and render timely decisions pertaining to the documents.
- E. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the Project.
- F. Participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Consultant.

ARTICLE IV – TIME OF PERFORMANCE FOR SERVICES

The services under this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion. Unless a specific time of performance for services is specified in this Agreement, Consultant’s obligation to render services hereunder will be for a period which may be reasonably required for the completion of said services.

ARTICLE V – PAYMENT PROVISIONS

- A. Client shall pay Consultant for services described in the Scope of Work a lump sum fee of \$50,363.00.

- B. The Lump Sum includes compensation for Consultant's services and services of Consultant's sub-consultants, if any, for the services as defined.

ARTICLE VI – INSURANCE

- A. Consultant shall purchase and maintain insurance as set forth below:
 - 1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
 - 2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - 3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
 - 4. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate.
 - 5. Commercial Umbrella, with a limit of \$2,000,000 each occurrence and aggregate.

ARTICLE VII – DISPUTE RESOLUTION

- A. The parties shall endeavor to resolve disputes in accordance with paragraph 10 of the Standard Provisions of Agreement. Should that not be successful, any claim, dispute or other matter in question arising out of or related to this Agreement shall move to litigation and be brought only in the district court of Shawnee County, Kansas. The parties agree to this venue and to jurisdiction by this court.

ARTICLE VIII – INDEMNITY

- A. Indemnity by Consultant. Consultant agrees to indemnify and hold harmless Client from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by Client but only to the extent caused by the negligent performance of Consultant. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. If Client and Consultant are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.
- B. Consultant will not be required to indemnify Client for claims caused or alleged to be caused in whole or in part by the acts or omissions of Client or other third parties for whom Consultant is not responsible.
- C. Consultant's obligation to indemnify Client is limited by Article IX – Design Contingency and Limitation of Liability provisions.
- D. Under no circumstances shall Consultant be required to pay the defense costs of Client, unless Consultant is adjudged to be negligent by a court of law and such defense costs are included as damages in the award. Consultant's obligation to pay defense costs, if awarded by a court, is limited by Article IX – Design Contingency and Limitation of Liability provisions, if any such provisions are part of this Agreement.

ARTICLE IX – DESIGN CONTINGENCY AND LIMITATION OF LIABILITY

- A. **DESIGN CONTINGENCY.** Consultant makes no warranty, express or implied, that its design is free of errors. Client and Consultant agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Consultant. Therefore, Client agrees to set aside a reserve in the amount of 10% of the estimated total project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. The percentage is intended to be for the whole project cost and not applied as a percentage to individual segments or quantities of a construction project. Client agrees to make no claim against Consultant with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Consultant shall be responsible for damages incurred by Client above that sum but only to the extent caused by Consultant's negligent performance. Cost increases as a result of Client requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall Consultant be responsible for direct costs that Client would have incurred in the construction contract, including actual installed quantities during construction, but for Consultant's error or omission.
- B. **LIMITATION OF LIABILITY.** To the extent that claims against Consultant exceed the contingency set forth above, then to the fullest extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client, anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Consultant's officers, directors, employees, agents or independent professional associates or consultants, or any of them. Such liability shall not exceed the total compensation actually received by Consultant under this Agreement, or the total amount of \$50,000.00, whichever is greater.
- C. Client and Consultant agree that specific and adequate consideration has been given for this limitation of liability.

ARTICLE X – TERM OF AGREEMENT

- A. This Agreement shall become effective upon signatures by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

Client:

CITY OF GREENVILLE

Consultant:

BARTLETT & WEST, INC.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

EXHIBIT A

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Bartlett & West, Inc. (referred to as Consultant), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If Client does not pay invoices within thirty (30) days of the billing date, Consultant may, upon written notice to Client, suspend further work until payment is current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment thereafter applied first to accrued interest and then to the principal unpaid amount. If Client fails to pay Consultant pursuant to this section, Client shall be liable for and shall reimburse Consultant for expenses incurred by Consultant in connection with or in any way relating to Client's failure to pay. Such expenses shall include, without limitation, reasonable attorneys' fees, legal expenses, and court costs. In the event Client fails to pay Consultant within ninety (90) days after the billing date, then Client agrees that Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of Consultant under this Agreement may be terminated at the election of Consultant upon five (5) days written notice.

2. Taxes. Compensation payable to Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against Consultant by any state or political subdivision directly on services performed or payments for services performed by Consultant. Such taxes that Consultant may be required to collect or pay shall be added by Consultant to invoices submitted to Client pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by Client or Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Client expressly agrees to hold Consultant harmless from any liability arising out of Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Client shall promptly pay Consultant for all fees, charges, and services performed by Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by Client if a Court finds Client has breached its contract with Consultant.

5. Delay. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God, widespread infectious disease outbreaks (including, but not limited to, epidemics and pandemics), and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Client Changes. In the event any changes are made in the work to be performed hereunder, by Client or persons other than Consultant, and which affect Consultant's work, any and all liability arising out of such changes is waived as against Consultant and Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.

7. Third Party Information. Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by Consultant.

8. Waiver of Consequential Damages. Neither Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

9. Completion. In no event shall any statute of limitations commence to run any later than the date when Consultant's services are substantially completed, and any cause of action against Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when Consultant's services are substantially completed.

10. Disputes. If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt negotiations conducted by an officer authorized to make decisions on behalf of each party. If the dispute is not resolved within sixty (60) calendar days of the commencement of negotiations, the parties shall appoint a qualified, neutral, third-party mediator, as a condition precedent to the institution of litigation. If the parties are unable to agree upon a

mediator, Consultant shall present a list of three prospective mediators to Client, who shall choose the mediator. In the event of failure on the part of Client to do so within ten (10) days of receipt of the list, Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of Client or Consultant as selected by the mediator.

11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such property insurance. Client or Consultant, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

12. Standard of Care. Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

13. Consultant Data. All reports, plans, specifications, computer files, data resulting from laser scanning, survey notes, and other original documents are instruments of service and shall remain the property of Consultant. Consultant may sell said instruments of service to third-party sources.

14. Software Ownership. Consultant has and will retain all ownership rights of its software and of any software developed under this Agreement, including all patent rights, copyrights, trade secrets, trademarks, and service marks.

15. Work Product Ownership. Work Products shall be defined as any deliverable provided to Client as a result of services provided under this Agreement, including but not limited to software applications, drawings, databases, specifications, and any and all deliverables provided by Consultant per this Agreement. Work Products are owned exclusively by Consultant and are protected by United States copyright laws, trademark laws, and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all Work Product delivered or provided to Client in strict confidence. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available Consultant's Product of Work in any form, to any other person or entity other than the parties to this Agreement without the express written permission of Consultant. Client shall secure and protect the Work Product in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software that may be contained in Consultant's Work Product. Client shall not make any modifications or derivative works from Work Product.

16. Ownership. All error corrections, enhancements, new releases, and any other Work Product created by Consultant as a result of services provided under this Agreement are and shall remain the exclusive property of Consultant, regardless of whether Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said Work Product.

17. Confidentiality. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's services. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this Agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

18. Fees. When applicable to the project, Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

19. Construction Costs. If any opinion is prepared by Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to Client.

20. Job Site. If the work involves construction services, Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant does not assume responsibility for the safety of persons or property on or about the project site.

20.1 Job Site-Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, Owner/general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. Owner/general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. Owner/general contractor shall determine if the job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, Owner/general

contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, Owner/ general contractor who identifies, or who receives notice of, a permit space must:

- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
- (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

If Owner/general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person(s) who need to enter the space for work or inspection.

20.2. Job Site-Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. Owner/general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

21. Construction Site Visits. If applicable, Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

22. Resident Project Representation. When applicable, and by separate attachment executed by Client and Consultant, Consultant may provide resident project representation under Consultant's supervision that will be paid for by Client as indicated in such separate agreement and that will be intended to give Client further assurance with regard to the finished work, but will not involve

Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to Client any guarantee by Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

23. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

24. Assignment/Third Party Reliance/Certification. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to Client; and no claim against Consultant shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

25. Client Representative. Client shall designate an individual with authority to act on behalf of Client as to all aspects of the project, shall examine and respond promptly to submissions from Consultant, shall give prompt written notice to Consultant if Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

26. Equal Opportunity. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

27. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

EXHIBIT A

SCOPE OF WORK

WATER TREATMENT PLANTS PFAS REMOVAL STUDY

CITY OF GREENVILLE, TEXAS BARTLETT & WEST PROJECT NUMBER: 20213.OXX

Background

The city of Greenville (Client) proposes adding PFAS treatment to the existing water treatment plant (N. WTP) and a new south water treatment plant (S. WTP) that has been designed and is currently in the permitting process, with an expectation that it will be bid in 2026. The city currently produces water supplied from Lake Tawakoni. During periodic monitoring of their raw & finished water, the City detected PFAS in their water source that exceeds the EPA's proposed MCLs and the proposed Texas regulations. PFAS is attributed to critical health effects including cancer and thyroid, developmental, and liver effects. The existing water treatment plant is a conventional surface water plant with flash mixing, flocculation, sedimentation, gravity filters, and three clearwells. The plant does not have advanced treatment technology for removal of PFAS. Therefore, the city continues to detect PFAS in the drinking water above the proposed MCLs. During the EPA initial monitoring period for PFAS, the city is required to provide public notification when PFAS is detected and when an MCL is exceeded. This adds to the challenge of the city to provide a safe and reliable drinking water source to the public. Under the EPA propose ruling for PFAS, the City will be required to address PFAS in their drinking water system by 2029 and under a proposed Texas Law.

The purpose of this project is to produce a study that reviews alternatives for addressing PFAS at the City's existing N. WTP and proposed S. WTP. There are three Tasks to the project. Task 1 is submittal to TCEQ of as-built plans and specifications for the N. WTP High Service Pump Station. Task 2 is a study that produces changes needed to the current design project to accommodate the future PFAS facility and provide site layout and cost estimate for the future PFAS facility. Task 3 is a capacity evaluation of existing facilities and a study of various North WTP improvements required to accommodate a PFAS facility and other upgrades. Task 4 is a pilot scale study and memo to review select media performance to estimate full scale operation including life of the media and filtered water blending options to meet proposed PFAS MCLs. It is assumed that one pilot unit will be run at the N. WTP.

Scope of Work

The Consultant will perform the following tasks in relation to the project.

Included in each task will be project management of the engineering contract.

- a. Administration of contracts, invoices, and project documentation
- b. Coordination with Client including monthly status updates by Team calls
- c. Internal team meetings & communication.

1. As-built plans and specifications of the N. WTP high service pump station submittal to TCEQ.
 - a. Site visit to determine location and sizes of equipment in order to draw up as-built drawings of the existing high service pump facilities.
 - b. Electrical inspection to determine what electrical equipment was installed. City of Greenville to provide an electrician to open all panels so wire sizes and equipment can be identified.
 - c. City of Greenville to provide submittals of equipment or serial numbers and contact information on vendors who provided the equipment and contact information for the installers of the equipment.
 - d. City of Greenville to provide historical information on pumping rates so capacity of pumps can be verified. Testing of the pumps for firm capacity of pump station will be required as well. This is full capacity of pump station with the largest pump, not in service. Flow rates, suction pressure and discharge pressure to be provided for the testing. Electrical demand at the peak flow is to be provided.
 - e. One submittal to TCEQ of the As-built plans and specifications.

2. S. WTP PFAS Improvements Report
 - a. PFAS Facility utilizing GAC pressure vessels
 - i. Footprint
 - ii. Site location
 - iii. Waste Disposal
 - iv. Site Piping
 - b. Modifications to current S. WTP Design
 - i. Piping changes to current design to accommodate PFAS facility both inside Building 30 and site piping
 - ii. Sedimentation Basin
 1. Reduce size of sedimentation basins, approximately half, and add plate settlers since chlorination will need to occur after filtration for any PFAS removal technology.
 2. Another option is to modify current design of sedimentation basins inlet and outlet piping, flash mixing and flocculation and add plate settlers to increase its capacity to 24 MGD.
 3. Provide engineering and construction costs estimates.
 - c. Draft report along with appendices and exhibits.
 - d. Deliverables Draft and Final Reports

3. N. WTP Improvements Report
 - a. N. WTP Capacity Evaluation
 - i. Prepare memo on what the rated capacity of N. WTP can be increased to with minor improvements to existing facilities.
 1. Hydraulic analysis from the Reservoir 5 intake through to the High Service Pump Station Main.
 2. Identify bottlenecks and how they can be remediated.
 - a. Intake
 - b. Piping
 - c. Transfer Pumping
 - d. High Service Pumping



- 3. Chemical feed and storage systems improvements required for proposed WTP capacity.
 - 4. CT Calculations for new capacity and new clearwell(s), size to be determined, replacing the two existing steel Clearwell's.
 - ii. Draft Memo submitted to Greenville
 - iii. Final Memo incorporating comments from Greenville
- b. Site Visit
 - i. Structural, Electrical and Process engineers
 - 1. Review existing equipment to see what needs to be replaced in order to provide for the proposed modified/new facilities
 - 2. Evaluate space requirements
 - 3. Measurements and Matterport of facilities impacted.
- c. New Sedimentation Basins to replace existing failing facilities
 - i. Sized for chlorination occurring after filtration
 - ii. Utilize plate settlers to keep footprint small
 - iii. Hoseless sludge removal
 - iv. Site Layout
- d. Modifications/New transfer pumps
 - i. Pumps need to be able to pump through the PFAS tanks and then to the chlorine contact basin.
 - ii. Existing pumping facility modifications and piping to convey flow to PFAS facility.
- e. PFAS Facility
 - i. Based on utilizing GAC pressure filters
 - ii. Location on-site
 - iii. Built after new sedimentation basins/S.WTP up and running and other options.
 - iv. Waste Disposal
- f. CT Basin
 - i. New CT Basin or modify the newest clearwell into a CT basin
 - ii. Chlorine contact calculations in TECQ format
- g. New Clearwell(s)
 - i. The two existing steel clearwells are in poor condition and need to be replaced.
 - ii. New Clearwell(s) size and shape
 - iii. Location on-site
 - iv. Yard piping
- h. High Service Pump Station (HSPS)
 - i. Existing HSPS doesn't have redundancy, so additional pump(s) should be added in the existing or new pump station.
 - ii. HSPS suction lines will need to connect to the new clearwell(s), and the discharge lines to the distribution system
- i. Modeling
 - i. Modeling to determine effects of having S. WTP online and N. WTP offline to help



- determine length of feasible N. WTP shutdowns.
 - ii. Determine new high service pump parameters for N. WTP.
 - iii. Surge Analysis to determine if surge tank is needed and if so what size.
 - j. Compose and draft report along with appendices and exhibits.
 - k. Deliverables Draft and Final Reports
- 4. PFAS Pilot Testing at the N. WTP
 - a. Project management
 - b. Coordination and review of the drafted contract by the pilot scale unit manufacturer
 - c. Troubleshooting and coordination with the Client during the pilot scale unit testing
 - d. Coordination with the pilot scale unit manufacturer during the pilot scale unit testing
 - e. Site visit 1 time per month for 6 months per WTP site
 - f. Develop a brief memo summarizing the results of the pilot scale unit at the N. WTP such as anticipated life of GAC before regeneration is required and if partial treatment blending is feasible.
 - g. Submittal of the brief draft memo to Client for review
 - h. Review and address comments from Client
 - i. Submit final memo to Client

Services Not Included with this Task Order

1. This report will not provide a condition assessment or review the functionality of the existing North water treatment plant.
2. Water quality sample collection, testing, and analysis.
3. Any scope items covered by other task orders
4. Surveying of any kind
5. Design drawings for construction permitting or construction
6. Deed research
7. Easements
8. Contract development for use in bidding and contracting
9. Advertising and bidding services
10. Permitting
11. Geotechnical investigations
12. Construction phase services of any kind
13. Collection of samples and laboratory analysis of PFAS for the pilot scale units.
14. Renting of pilot testing skid for GAC PFAS removal.
15. Day to day operation of the pilot scale units
16. Pilot scale testing that lasts longer than 6 months of time.
17. Only one manufacturer will be considered for the pilot scale units.
18. Predictive modelling of the pilot scale media data for full scale operation.
19. Rapid testing of PFAS removal technologies and media.
20. Environmental, historical and cultural resources evaluations or notices.
21. Participation in and/or preparation for public meetings or hearings
22. Design of treatment processes beyond concept work listed in the scope of work
23. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the consultant as a result of final design alternative decision



that is decided by the Client. These services may also be as a result of changes in laws or regulations after the signing of this Agreement or other causes beyond the Consultant's control.

Client Responsibilities

1. Provide as-built (record) drawings of existing water supply, storage, treatment, and distribution systems, if available.
2. Information for existing equipment, example existing transfer pumps
3. Timely reviews of draft documents
4. Responsible for sample collection and paying for water quality analysis
5. Any pilot testing of PFAS removal technologies, as recommended. The client is responsible for the pilot scale contract with vendor, day to day operation, data recording, sample collection, water quality analysis, and laboratory fees.

Schedule

1. Task1: June 17, 2026 to August 31, 2026
2. Task 2: June 17, 2026 to August 18, 2026
3. Task 3: Two months for capacity evaluation. Once capacity increase has been approved six months for completion of rest of task. June 17, 2026 to February 19, 2027
4. Task 4: Two months for setting up with vendor and plant tie-in. Minimum six month period of operation with one additional month for summary once all testing has been completed. June 17, 2026 to March 17, 2027





City Council Agenda Item Report

July 28, 2026

Agenda Item No. 8I

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on a resolution authorizing Bartlett and West, Inc. to perform certain professional services regarding a study that produces changes needed to the current south water treatment design to accommodate the future PFAS facility and provide site layout and cost estimate for the future PFAS facility along with a capacity evaluation of existing facilities and a study of various North WTP improvements required to accommodate a PFAS facility and other upgrades. (Summer Spurlock, City Manager)

1. Background/History:

PFAS, or perfluoroalkyl and polyfluoroalkyl substances, are widespread and long lasting in the environment. They are called “forever chemicals” because they don’t break down and can persist in water and soil, and even human blood indefinitely. The chemicals have been used since the 1940s to repel oil and water and resist heat. They have been included in thousands of household products from nonstick cookware to industrial products like firefighting foam.

There are more than 12,000 types of individual forever chemicals, but new EPA standards set in April 2024 set new limits for five of them: PFOA and PFOS have a limit of 4 parts per trillion while PFHxS, PFNA, and HFPO-DA have a limit of 10 parts per trillion. One part per trillion is equivalent to a single drop of water in 20 Olympic-sized swimming pools.

The new standards will require water utilities to meet them within five years. The EPA estimates that the new limits, which are legally enforceable, will reduce exposure for 100 million people nationwide and help prevent thousands of deaths and illnesses, including from cancer. Public water systems will have three years to complete their initial monitoring for these chemicals and will be required to inform the public of the level of PFAS measured in their drinking water.

2. Findings/Current Activity

The EPA has approved the use of activated carbon, reverse osmosis (purifying water using pressure) and ion exchange systems (a chemical process) to remove PFAS from drinking water.

Bartlett and West will provide the following to assist the City in determining improvements needed at the North Water Treatment Plant (N. WTP) and the South Water Treatment Plant (S. WTP).

1. S. WTP PFAS Improvements Report

- a. PFAS Facility utilizing GAC pressure vessels
 - i. Footprint
 - ii. Site location
 - iii. Waste Disposal
 - iv. Site Piping
- b. Modifications to current S. WTP Design
 - i. Piping changes to current design to accommodate PFAS facility both inside Building 30 and site piping
 - ii. Sedimentation Basin
 - 1. Reduce size of sedimentation basins, approximately half, and add plate settlers since chlorination will need to occur after filtration for any PFAS removal technology.
 - 2. Another option is to modify current design of sedimentation basins inlet and outlet piping, flash mixing and flocculation and add plate settlers to increase its capacity to 24 MGD.
 - 3. Provide engineering and construction costs estimates.
- c. Draft report along with appendices and exhibits.
- d. Deliverables Draft and Final Reports

2. N. WTP Improvements Report

- a. N. WTP Capacity Evaluation
 - i. Prepare memo on what the rated capacity of N. WTP can be increased to with minor improvements to existing facilities.
 - 1. Hydraulic analysis from the Reservoir 5 intake through to the High Service Pump Station Main.
 - 2. Identify bottlenecks and how they can be remediated.
 - a. Intake
 - b. Piping
 - c. Transfer Pumping
 - d. High Service Pumping
 - 3. Chemical feed and storage systems improvements required for proposed WTP capacity.
 - 4. CT Calculations for new capacity and new clearwell(s), size to be determined, replacing the two existing steel Clearwell's.
 - ii. Draft Memo submitted to Greenville
 - iii. Final Memo incorporating comments from Greenville

3. Financial Impact/Account No.

Bartlett and West will perform the above scope of work for a lump sum fee of \$269,127.

South WTP \$76,438.00
PFAS

Improvements
Report
North WTP \$192,689.00
PFAS
Improvements
Report

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 Bartlett and West, Inc. to perform certain professional services regarding a study that produces changes needed to the current south water treatment design to accommodate the future PFAS facility and provide site layout and cost estimate for the future PFAS facility along with a capacity evaluation of existing facilities and a study of various North WTP improvements required to accommodate a PFAS facility and other upgrades for a lump sum fee of \$269,127.

BARTLETT & WEST, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement (hereafter referred to as the “Agreement”) by and between City of Greenville, TX (“Client”), located at 2821 Washington Street, Greenville, TX 7540 and Bartlett & West, Inc. (“Consultant”), located at 4500 Mercantile Plaza, Suite 230, Ft. Worth, TX 76137.

WHEREAS, Client intends to produce a study that reviews alternatives for addressing PFAS at the City’s existing N. WTP and proposed S. WTP. A study that produces changes needed to the current south water treatment design to accommodate the future PFAS facility and provide site layout and cost estimate for the future PFAS facility along with a capacity evaluation of existing facilities and a study of various North WTP improvements required to accommodate a PFAS facility and other upgrades .

WHEREAS, Client intends to engage Consultant to perform certain professional services with regard to such work, which is hereinafter called the Project.

Client and Consultant therefore agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between Client and Consultant consists of this Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and the following exhibits and addenda:

Project Fee Estimating Sheet All such items together shall be referenced herein as the “Agreement.”

- B. In the event of any conflict in the language of this Agreement for Professional Services with the Standard Provisions of Agreement attached hereto, the language of the Standard Provisions of Agreement shall control.
- C. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.
- D. This Agreement shall be governed by the laws of the state of Texas.

ARTICLE II – SCOPE OF WORK

- A. Consultant shall perform services as described below. Any additional services must be requested separately by Client and agreed to by Consultant.

The Consultant will perform the following tasks in relation to the project.

Included in each task will be project management of the engineering contract.

- a. Administration of contracts, invoices, and project documentation
- b. Coordination with Client including monthly status updates by Team calls
- c. Internal team meetings & communication

1. S. WTP PFAS Improvements Report

- a. PFAS Facility utilizing GAC pressure vessels
 - i. Footprint
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3. Measurements and Matterport of facilities impacted.
 - c. New Sedimentation Basins to replace existing failing facilities
 - i. Sized for chlorination occurring after filtration
 - ii. Utilize plate settlers to keep footprint small
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 - i. Modeling
 - i. Modeling to determine effects of having S. WTP online and N. WTP offline to help determine length of feasible N. WTP shutdowns.
 - ii. Determine new high service pump parameters for N. WTP.
 - iii. Surge Analysis to determine if surge tank is needed and if so what size.
 - j. Compose and draft report along with appendices and exhibits.
 - k. Deliverables Draft and Final Reports
3. Quality Control Review: At times deemed appropriate by the Consultant, conduct internal QC review of the drawings, specifications, and design calculations
 4. Excluded services: The following items are specifically excluded from the scope of work:
 - a. This report will not provide a condition assessment or review the functionality of the existing North water treatment plant.
 - b. Water quality sample collection, testing, and analysis.

- c. Any scope items covered by other task orders
- d. Surveying of any kind
- e. Design drawings for construction permitting or construction
- f. Deed research
- g. Easements
- h. Contract development for use in bidding and contracting
- i. Advertising and bidding services
- j. Permitting
- k. Geotechnical investigations
- l. Construction phase services of any kind
- m. Collection of samples and laboratory analysis of PFAS for the pilot scale units.
- n. Environmental, historical and cultural resources evaluations or notices.
- o. Participation in and/or preparation for public meetings or hearings
- p. Design of treatment processes beyond concept work listed in the scope of work

Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the consultant as a result of final design alternative decision

ARTICLE III – CLIENT’S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, Client shall:

- A. Provide Consultant with all criteria and full information as to Client’s requirements for the Project, including design objectives, capacity, performance requirements, and budgetary limitations upon which Consultant may rely. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
- B. Furnish available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the site.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required to perform services under this Agreement.
- D. Examine alternative solutions, reports, drawings, specifications, and other documents presented by Consultant and render timely decisions pertaining to the documents.
- E. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the Project.
- F. Participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Consultant.

ARTICLE IV – TIME OF PERFORMANCE FOR SERVICES

The services under this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion. Unless a specific time of performance for services is specified in this Agreement, Consultant's obligation to render services hereunder will be for a period which may be reasonably required for the completion of said services.

ARTICLE V – PAYMENT PROVISIONS

A. Client shall pay Consultant for services described in the Scope of Work as follows:

1. A Lump Sum fee of \$ 269,127.00 distributed between scope elements as follows:

South WTP PFAS Improvements Report	\$ 76,438.00
North WTP PFAS Improvements Report	\$ 192,689.00

B. The Lump Sum includes compensation for Consultant's services and services of Consultant's sub-consultants, if any, for the services as defined.

ARTICLE VI – INSURANCE

A. Consultant shall purchase and maintain insurance as set forth below:

2. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
3. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
4. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
5. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate.
6. Commercial Umbrella, with a limit of \$2,000,000 each occurrence and aggregate.

ARTICLE VII – DISPUTE RESOLUTION

A. The parties shall endeavor to resolve disputes in accordance with paragraph 10 of the Standard Provisions of Agreement. Should that not be successful, any claim, dispute or other matter in question arising out of or related to this Agreement shall move to litigation and be brought only in the district court of Shawnee County, Kansas. The parties agree to this venue and to jurisdiction by this court.

ARTICLE VIII – INDEMNITY

- A. Indemnity by Consultant. Consultant agrees to indemnify and hold harmless Client from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by Client but only to the extent caused by the negligent performance of Consultant. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. If Client and Consultant are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.
- B. Consultant will not be required to indemnify Client for claims caused or alleged to be caused in whole or in part by the acts or omissions of Client or other third parties for whom Consultant is not responsible.
- C. Consultant's obligation to indemnify Client is limited by Article IX – Design Contingency and Limitation of Liability provisions.
- D. Under no circumstances shall Consultant be required to pay the defense costs of Client, unless Consultant is adjudged to be negligent by a court of law and such defense costs are included as damages in the award. Consultant's obligation to pay defense costs, if awarded by a court, is limited by Article IX – Design Contingency and Limitation of Liability provisions, if any such provisions are part of this Agreement.

ARTICLE IX – DESIGN CONTINGENCY AND LIMITATION OF LIABILITY

- A. DESIGN CONTINGENCY. Consultant makes no warranty, express or implied, that its design is free of errors. Client and Consultant agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Consultant. Therefore, Client agrees to set aside a reserve in the amount of 10% of the estimated total project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. The percentage is intended to be for the whole project cost and not applied as a percentage to individual segments or quantities of a construction project. Client agrees to make no claim against Consultant with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Consultant shall be responsible for damages incurred by Client above that sum but only to the extent caused by Consultant's negligent performance. Cost increases as a result of Client requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall Consultant be responsible for direct costs that Client would have incurred in the construction contract, including actual installed quantities during construction, but for Consultant's error or omission.
- B. LIMITATION OF LIABILITY. To the extent that claims against Consultant exceed the contingency set forth above, then to the fullest extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client, anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages

whatsoever arising out of or in any way related to Consultant’s services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Consultant’s officers, directors, employees, agents or independent professional associates or consultants, or any of them. Such liability shall not exceed the total compensation actually received by Consultant under this Agreement, or the total amount of \$50,000.00, whichever is greater.

C. Client and Consultant agree that specific and adequate consideration has been given for this limitation of liability.

ARTICLE X – TERM OF AGREEMENT

A. This Agreement shall become effective upon signatures by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

Client:
CITY OF GREENVILLE

Consultant:
BARTLETT & WEST, INC.

By: _____
Print Name: _____
Title: _____
Date Signed: _____

By: _____
Print Name: _____
Title: _____
Date Signed: _____

EXHIBIT A

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Bartlett & West, Inc. (referred to as Consultant), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If Client does not pay invoices within thirty (30) days of the billing date, Consultant may, upon written notice to Client, suspend further work until payment is current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment thereafter applied first to accrued interest and then to the principal unpaid amount. If Client fails to pay Consultant pursuant to this section, Client shall be liable for and shall reimburse Consultant for expenses incurred by Consultant in connection with or in any way relating to Client's failure to pay. Such expenses shall include, without limitation, reasonable attorneys' fees, legal expenses, and court costs. In the event Client fails to pay Consultant within ninety (90) days after the billing date, then Client agrees that Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of Consultant under this Agreement may be terminated at the election of Consultant upon five (5) days written notice.

2. Taxes. Compensation payable to Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against Consultant by any state or political subdivision directly on services performed or payments for services performed by Consultant. Such taxes that Consultant may be required to collect or pay shall be added by Consultant to invoices submitted to Client pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by Client or Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Client expressly agrees to hold Consultant harmless from any liability arising out of Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Client shall promptly pay Consultant for all fees, charges, and services performed by Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by Client if a Court finds Client has breached its contract with Consultant.

5. Delay. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God, widespread infectious disease outbreaks (including, but not limited to, epidemics and pandemics), and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Client Changes. In the event any changes are made in the work to be performed hereunder, by Client or persons other than Consultant, and which affect Consultant's work, any and all liability arising out of such changes is waived as against Consultant and Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.

7. Third Party Information. Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by Consultant.

8. Waiver of Consequential Damages. Neither Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

9. Completion. In no event shall any statute of limitations commence to run any later than the date when Consultant's services are substantially completed, and any cause of action against Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when Consultant's services are substantially completed.

10. Disputes. If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt negotiations conducted by an officer authorized to make decisions on behalf of each party. If the dispute is not resolved within sixty (60) calendar days of the commencement of negotiations, the parties shall appoint a qualified, neutral, third-party mediator, as a condition precedent to the institution of litigation. If the parties are unable to agree upon a

mediator, Consultant shall present a list of three prospective mediators to Client, who shall choose the mediator. In the event of failure on the part of Client to do so within ten (10) days of receipt of the list, Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of Client or Consultant as selected by the mediator.

11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such property insurance. Client or Consultant, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

12. Standard of Care. Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

13. Consultant Data. All reports, plans, specifications, computer files, data resulting from laser scanning, survey notes, and other original documents are instruments of service and shall remain the property of Consultant. Consultant may sell said instruments of service to third-party sources.

14. Software Ownership. Consultant has and will retain all ownership rights of its software and of any software developed under this Agreement, including all patent rights, copyrights, trade secrets, trademarks, and service marks.

15. Work Product Ownership. Work Products shall be defined as any deliverable provided to Client as a result of services provided under this Agreement, including but not limited to software applications, drawings, databases, specifications, and any and all deliverables provided by Consultant per this Agreement. Work Products are owned exclusively by Consultant and are protected by United States copyright laws, trademark laws, and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all Work Product delivered or provided to Client in strict confidence. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available Consultant's Product of Work in any form, to any other person or entity other than the parties to this Agreement without the express written permission of Consultant. Client shall secure and protect the Work Product in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software that may be contained in Consultant's Work Product. Client shall not make any modifications or derivative works from Work Product.

16. Ownership. All error corrections, enhancements, new releases, and any other Work Product created by Consultant as a result of services provided under this Agreement are and shall remain the exclusive property of Consultant, regardless of whether Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said Work Product.

17. Confidentiality. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's services. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this Agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

18. Fees. When applicable to the project, Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

19. Construction Costs. If any opinion is prepared by Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to Client.

20. Job Site. If the work involves construction services, Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant does not assume responsibility for the safety of persons or property on or about the project site.

20.1 Job Site-Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, Owner/general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. Owner/general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. Owner/general contractor shall determine if the job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, Owner/general

contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, Owner/ general contractor who identifies, or who receives notice of, a permit space must:

- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
- (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

If Owner/general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person(s) who need to enter the space for work or inspection.

20.2. Job Site-Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. Owner/general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

21. Construction Site Visits. If applicable, Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

22. Resident Project Representation. When applicable, and by separate attachment executed by Client and Consultant, Consultant may provide resident project representation under Consultant's supervision that will be paid for by Client as indicated in such separate agreement and that will be intended to give Client further assurance with regard to the finished work, but will not involve

Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to Client any guarantee by Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

23. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

24. Assignment/Third Party Reliance/Certification. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to Client; and no claim against Consultant shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

25. Client Representative. Client shall designate an individual with authority to act on behalf of Client as to all aspects of the project, shall examine and respond promptly to submissions from Consultant, shall give prompt written notice to Consultant if Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

26. Equal Opportunity. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

27. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

RESOLUTION NO. 26-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BARTLETT & WEST, INC. TO PERFORM ENGINEERING SERVICES RELATED TO THE EVALUATION AND PLANNING OF IMPROVEMENTS TO THE CITY'S NORTH AND SOUTH WATER TREATMENT PLANTS TO ACCOMMODATE FUTURE PER AND POLYFLUOROALKYL SUBSTANCES (PFAS) TREATMENT FACILITIES, INCLUDING SITE PLANNING, DESIGN MODIFICATIONS, CAPACITY EVALUATIONS, COST ESTIMATES, AND DRELATED TECHNICAL REPORTS; AND PROVIDING AN EFFECTIVE DATE..

WHEREAS, the City of Greenville owns and operates its public water system and is responsible for providing safe, reliable drinking water to its customers in accordance with all applicable federal and state drinking water regulations; and

WHEREAS, the United States Environmental Protection Agency (EPA) has established new Maximum Contaminant Levels (MCLs) for certain per- and polyfluoroalkyl substances (PFAS), commonly referred to as "forever chemicals," requiring public water systems to evaluate treatment alternatives and comply with the new standards within the prescribed compliance period; and

WHEREAS, the City recognizes the need to evaluate both the North Water Treatment Plant and the South Water Treatment Plant to determine the improvements necessary to accommodate future PFAS treatment facilities and ensure long-term regulatory compliance while maintaining operational efficiency and future treatment capacity; and

WHEREAS, Bartlett & West, Inc., the City's consulting engineer, has submitted a proposal to perform professional engineering services including preparation of a South Water Treatment Plant PFAS Improvements Report, evaluation of modifications to the current treatment plant design, development of conceptual site layouts, engineering cost estimates, capacity improvements, and preparation of a North Water Treatment Plant Improvements Report evaluating facility capacity, hydraulic limitations, treatment process improvements, and infrastructure upgrades necessary to support future PFAS treatment; and

WHEREAS, these engineering services will provide the City with the technical information necessary to plan future capital improvements, evaluate treatment alternatives, estimate project costs, and prepare for compliance with future federal PFAS drinking water regulations; and

WHEREAS, the City Council finds that approval of the Professional Services Agreement with Bartlett & West, Inc. is in the best interest of the City and its citizens.

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

SECTION 1. The City Council hereby approves a Professional Services Agreement with **Bartlett & West, Inc.** to perform engineering services related to planning and evaluation of improvements necessary to accommodate future PFAS treatment facilities at the North and South Water Treatment Plants, including conceptual design modifications, facility capacity evaluations, hydraulic analyses, site layouts, engineering cost estimates, and preparation of technical reports, for a lump sum fee of \$269,127.00.

SECTION 2. The City Manager is hereby authorized to execute the Professional Services Agreement with Bartlett & West, Inc., together with any exhibits, amendments, change orders within authorized limits, and all other documents necessary to implement and administer the agreement on behalf of the City.

SECTION 3. The total lump sum fee for professional engineering services is \$269,127.00, consisting of:

- South Water Treatment Plant PFAS Improvements Report: \$76,438.00; and
- North Water Treatment Plant PFAS Improvements Report: \$192,689.00; and

Funding for this agreement is available through the 2026 Revenue Bond Program, Project PW 2401, and expenditures shall be made in accordance with the approved project budget.

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

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

PASSED AND APPROVED, this 28th 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 28, 2026

Agenda Item No. 8J

Contact: Daniel Ray, City Attorney

Contact Email: daniel@scottraylaw.com

Contact Phone: 903-457-3121

Subject: Consideration and action on a resolution adopting an Interlocal Agreement with Hunt County for upgrade of CR 4103 (Daniel Ray, City Attorney)

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 25-26 Council Goal

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

5. Action Options/Recommendation



City Council Agenda Item Report

July 28, 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 - July 17, 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
07/14/2026 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: Mayor Pro Tem T.J. Goss, Philip Spencer, Larry Davis, and Kenneth Freeman. A quorum was established.

Councilmember Ben Collins arrived at 4:07 p.m. Councilmember Ramon Rodriguez arrived at 5:38 p.m. Also present were City Manager Summer Spurlock, City Attorney Daniel Ray, and City Secretary Carla Oldacre.

2. Items to be Discussed

A. FR&R (*David Sawyer, Difiniti, LLC*)

David Sawyer, Difiniti, LLC gave a presentation regarding the status and projections of the Fire Retirement and Relief fund.

B. Human Resources/Health Insurance/Texas Municipal Retirement System (*Euriah Brown, Director of Human Resources*)

Euriah Brown, Human Resources Director gave a presentation of HR Department FY26-27 Budget.

C. Administrative Services/Finance (*Benjamin Petty, Director of Administrative Services/Finance*)

Ben Petty, Administrative Services/Finance Director gave a presentation regarding the Admin Services/Fleet and Finance FY26-27 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 adjourned into executive session at 5:15 p.m. with all members of the City Council present except for Councilmember Ramon Rodriguez who arrived during executive session at 5:38 p.m. . Also, present were City Attorney Daniel Ray, City Manager Summer Spurlock and City Secretary Carla Oldacre.

5. Adjourn

The City Council Work Session reconvened at 6:13 p.m. with all members in executive returning to open session, the work session ended at 6:13 p.m.



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

City Council

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

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

1. Call to Order

Mayor Jerry Ransom called the meeting to order at 6:17 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

Pastor Reggie Fulewider led the invocation.

A. Pastor Reggie Fulewider, New Beginnings Church

3. Pledge of Allegiance

Mayor Ransom led the 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.

Ron Greiner - 11 Carolina Drive, Greenville, Texas — expressed his satisfaction with Blackjack Disposal and their employees.

Jason Williford - 5340 E. US Hwy 67, Alvarado, Texas - representative of Mountain Cascade -

recently bid on a project and was not awarded bid as lowest bidder.

Betty Franklin - 1811 King Street, Greenville, Texas - requesting restroom facilities and water at Austin Park.

Lee Pierce - 3215 Washington, Greenville, Texas - discussed flooding issues at Washington and Texas Street.

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)*

Councilmember Rodriguez moved and Councilmember Freeman seconded for the approval of 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.** The motion was approved unanimously (7–0) with no votes in opposition.

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)*

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.** The motion was approved unanimously (7–0) with no votes in opposition.

- 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*)

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.**

- 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*)

Councilmember Davis moved, and Mayor Pro Tem Goss seconded the approval of Resolution 26-104; **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENVILLE REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.** The motion was approved unanimously (7–0) with no votes in opposition.

- 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*)

Councilmember Rodriguez moved, and Councilmember Freeman seconded for the approval of Resolution 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.** The motion was approved unanimously (7–0) with no votes in opposition.

- 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*)

Mayor Pro Tem Goss moved and Councilmember Rodriguez seconded for the approval of Resolution 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.** The motion was approved by a vote of (6-1) with Councilmember Davis voting in opposition.

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

This item will be postponed to be considered at the July 28, 2026 meeting.

9. Consent Calendar

Councilmember Spencer moved; Councilmember Freeman seconded for the approval of the Consent Agenda. Motion passed by unanimous vote of the City Council. (7-0).

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*)

26-107; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, REAPPOINTING A MEMBER (Sue Ann Harting) TO SERVE ON THE TEXAS MUNICIPAL POWER AGENCY (TMPA) BOARD OF DIRECTORS; AND SETTING AN EFFECTIVE DATE.**

C. Resolution appointing/reappointing members to the Airport Advisory Board. (*Mayor Ransom*)

26-108; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING/REAPPOINTING MEMBERS TO THE AIRPORT ADVISORY BOARD; AND SETTING AN EFFECTIVE DATE.**

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*)

26-109; **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.**

10. City Staff/City Council Reports

A. Wildcatter Development Presentation

Jack Turnage with Wildcatter Realty gave a presentation regarding project development; future projects and projected timelines. During this presentation there was discussion of a PID request for the single-family portion of the project; Amendment to the current project finance plan and the TIRZ agreement Duane Brignac, Chief Operating Officer and General Counsel with T. Wilson Developers Finance group. No action to be taken during this presentation only item.

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).

Mayor Pro Tem Goss requested that we get an opinion and evaluation on the drainage issue brought before the council by resident Lee Pierce in the Citizens to Heard portion of the meeting. City Manager Spurlock advised this is ion review by our City Engineer and Public Works Director. This will need to be taken before the transpiration subcommittee and then ultimately to the City Council as there is going to a considerable cost to the work necessary to provide additional drainage to the area.

12. Board and Commission Minutes

- A. Main Street Advisory Board Meeting Minutes - April 16, 2026

13. Executive Session

The City Council adjourned into executive session at 7:08 PM. with all members of the City Council present. Also present were City Attorney Daniel Ray, City Manager Summer Spurlock and City Secretary Carla Oldacre.

- 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

The executive session adjourned at 8:23 p.m. with all members present in the executive session returning to open session. The following action was taken:

Councilmember Ben Collins moved, and Councilmember Rodriguez seconded for the approval of a purchase of easement rights from Nic and Carla Martin for 5 tracts: (1) 0.12 acres, (2) 1.19 acres, (3) 1.10 acres, (4) 0.94 acres, and (5) 0.62 acres for the City's dual gravity water line project and associated damages; that the purchase price be paid in the amount of \$61,835 which includes \$11,835 for the easements, and \$50,000 for damage to pecan trees; and that the City Manager be empowered to finalize the purchase of that easement and closing of that transaction. The motion was approved by unanimous vote of the City Council. (7-0).

15. Adjourn

The City Council meeting adjourned at 8:25 PM. by unanimous consent of the City Council present.

Carla Oldacre, City Secretary

Jerry J. Ransom, Mayor



City Council Agenda Item Report

July 28, 2026

Agenda Item No. 9B

Contact: Euriah Brown, Human Resource Director

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

Contact Phone: (903)457-3113

Subject: Consideration and action of a resolution approving renewal of contract for Employee Benefits Broker services with McGriff Insurance Services. (Euriah Brown, Director of Human Resources)

1. Background/History:

McGriff Insurance Services, LLC has been the city's benefits broker for several years. The company has been acquired by Marsh McLennan Agency. The proposed Client Service Agreement will continue McGriff's benefits consulting and brokerage services for a one-year term beginning July 1, 2026 and ending June 30, 2027.

2. Findings/Current Activity

The most recent contract expired on June 30, 2026. There has been no service interruption, despite the lapse in renewal.

3. Financial Impact/Account No.

The fixed cost of services did not change. The funds needed to cover the \$17,500 fixed annual fee are reflected in the current FY 25-26 budget in account 602-2-462100-54101-0000 (Professional Services).

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 approving renewal of contract for Employee Benefits Broker services with McGriff Insurance Services.

CLIENT SERVICE AGREEMENT

This Client Service Agreement and any statement of work , Exhibits and Appendices hereto (this “**Agreement**”) is made as of July 1, 2026, (the “**Effective Date**”), by and between City of Greenville (herein referred to as “**Client**”), and McGriff, A Marsh & McLennan Agency LLC (herein referred to as (“**MMA**”).

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

Article I. Services Provided by MMA

MMA shall provide the services outlined on the Statement of Work (“SOW”) attached to this Agreement as Exhibit A and signed by the Client (the “**Services**”) and which may be amended, from time to time, by mutual written agreement of the parties. To the extent there is a direct conflict between the terms of this Agreement and an SOW, the terms of the SOW shall control.

Article II. Term/Termination

2.1 Term

This Agreement shall begin on the Effective Date and continue until (a) a termination occurs pursuant to provision 2.2; or (b) the end of a service period as described in the SOW, whichever occurs earlier. MMA’s obligations to provide Services hereunder will terminate upon termination of the Agreement for any reason.

2.2 Termination

This Agreement, and any SOW attached hereto, may be terminated for convenience by either party by providing 90 days’ prior written notice. This Agreement may be terminated by MMA for Client’s non-payment of fees as provided on the SOW. Any termination of this Agreement shall not relieve Client of its obligations to pay for Services rendered and/or earned by MMA up to and including the effective date of the termination.

2.3 Events Upon Termination

Upon termination of this Agreement, Client shall pay to MMA any and all fees due and owing to MMA calculated in accordance with the Exhibit A - SOW for the period ending at the end of the 90-day notice period. Notwithstanding any termination of this agreement, any retail commissions collected by MMA shall be considered fully earned at the time of placement.

Article III. Confidentiality

3.1 Each of MMA and Client is likely to disclose information (in such capacity, the “**Disclosing Party**”) to the other (in such capacity, the “**Receiving Party**”) from time to time in the course of the provision of the Services, which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature (“**Confidential Information**”). Confidential Information shall also include this Agreement and all business strategies, plans and procedures, business information, proprietary information, scientific information, product plans, sales information and plans, data, and trade secrets of the Disclosing Party. Notwithstanding the foregoing, “Confidential Information” shall not include any information or materials that: (a) are or become known to the general public through no act or omission of the Receiving Party, (b)

are received by the Receiving Party from a third party that the Receiving Party reasonably believes was legally entitled to disclose the same, (c) were legally in the Receiving Party's possession prior to disclosure by Client; (d) are developed by or for the Receiving Party independently of the Disclosing Party's Confidential Information, or (e) are de-identified and aggregated. In the event the Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party may, unless prohibited by law or regulation, disclose such information; provided, that prior to any such disclosure, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof such that the Disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines is consistent with the scope of the subpoena or demand.

The Receiving Party (a) shall safeguard and maintain in confidence all Confidential Information of the Disclosing Party provided to or learned or developed during the course of performing such Receiving Party's obligations hereunder and (b) shall not use or copy any Confidential Information, or authorize or permit others to use any such Confidential Information, for any purposes other than, in the case of MMA as the Receiving Party, to perform the Services. Notwithstanding anything to the contrary in this Agreement, Client expressly agrees that (i) MMA may share the Client's Confidential Information with carriers, third party providers, intermediaries and related parties in furtherance of the Services (and the same shall not be considered agents or representatives of MMA for this purpose) and (ii) MMA is expressly permitted to de-identify and aggregate Confidential Information for preparing commercially available normative and benchmarking data and for internal and external research, analysis, and product development purposes.

The confidentiality obligations contained in this section with respect to any Confidential Information shall survive for a period of two (2) years from receipt of such Confidential Information, or for such longer period as required by applicable law.

3.2 [Intentionally Blank.]

3.3 Ownership Rights

Client acknowledges and agrees that except to the extent they constitute Work (as defined below), all products, forms, procedures, pricing, and other materials, including any hardware or software products, proposals, and templates, utilized or made available by MMA to Client in connection with any Services rendered hereunder (collectively, the "**Products**") are the sole property of MMA. Client acknowledges and agrees that nothing herein shall be construed to grant or create any ownership rights in any hardware and software owned, operated by, or licensed to MMA. Client shall have no title or other ownership right to or interest in any of such Products, nor shall it acquire any such right, title, or interest by use thereof in accordance with this Agreement. Client shall not license, market, modify, sell, or transfer any of such Products, in whole or in part.

3.4 Deliverables and Intellectual Capital

Only materials prepared by MMA specifically, solely and exclusively for Client pursuant to this Agreement (the "**Work**") shall be owned by Client. Notwithstanding the foregoing, MMA will retain all ownership and copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by MMA before the commencement of, or developed or acquired by MMA during or after, the performance of the Services, including without limitation, all systems, software, algorithms, specifications, documentation and other materials created, owned or licensed and used by MMA or our affiliates or subcontractors in the course of providing the Services and the Work (collectively, the "**Intellectual Property**"), and shall not be restricted in any way with respect thereto.

Client will not use, in a manner other than as mutually contemplated when MMA was first retained by Client to perform the applicable Services, or disclose to any third party, any material, Work, Products and/or Intellectual Property supplied by MMA under this Agreement. MMA shall have no liability with respect to: (i) modifications made by any person other than MMA to the Work, Intellectual Property or other work product or deliverables provided to Client by MMA or (ii) any third party's use or reliance on the Work, Intellectual Property or other work product or deliverables provided to Client by MMA.

Article IV. Indemnification; Limitation of Liability; Disclaimers

4.1 Indemnity

MMA agrees to indemnify and hold harmless Client from and against any and all Losses (as defined below) to the extent resulting from (i) MMA's breach of this Agreement or (ii) MMA's negligence or willful misconduct in the performance of Services hereunder.

Client agrees to indemnify and hold harmless MMA from and against any and all Losses to the extent resulting from (i) Client's breach of this Agreement, (ii) any third party claims against MMA arising out of the Services, except to the extent resulting from MMA's negligence or willful misconduct, (iii) Client's negligent acts or omissions, or (iv) MMA's or a third party provider's reliance on the accuracy of information provided by Client hereunder.

4.2 Limitation of Liability

MMA shall not be liable for any indirect, incidental, consequential, punitive or other special damages suffered by Client arising out of or related to this Agreement, even if advised of the possibility of such damages. The aggregate liability of MMA, its affiliates and any officer, director or employee of MMA and its affiliates ("**MMA Parties**") to Client, its affiliates, and its and their officers, directors or employees and any third party (including any benefit plan, its fiduciaries or any plan sponsor) for any and all Losses arising out of or relating to the provision of any Services at any time by any of the MMA Parties shall not exceed an amount equal to one times revenues earned by MMA with respect to the applicable service period. MMA shall have no liability for the acts or omissions of any third party (other than any subcontractor performing Services hereunder). "**Losses**" as used herein shall mean any and all claims, damages, losses, judgments, costs, and expenses of any kind, including reasonable attorneys' fees.

4.3 Disclaimers

MMA does not assume any responsibility or authority hereunder for (i) the design, funding or operation of any Client-sponsored employee welfare benefit plan (as defined in ERISA Section 3(1)) or for compliance of any such plan with ERISA, including any aspect of COBRA, (ii) duties incumbent upon a "plan sponsor" or "covered entity" under HIPAA privacy and security rules, (iii) funding claims for benefits under any Health Savings Account (HSA) or employee welfare benefit plan or the payment of fees to third parties providing services or products to Client or its employees, (iv) insuring or underwriting any liability to provide benefits under any employee welfare plan, (v) the acts or omissions of any automated clearing house or other financial institution, or (vi) Wrap Plan documents prepared by third parties. MMA specifically disclaims any warranty regarding the compliance of Client's employee health and benefits plan with ERISA.

MMA does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. MMA does not guarantee or make any representation or warranty that coverage or services can be placed on terms acceptable to Client. MMA is not responsible for the solvency or ability to pay claims of any insurance carrier or the solvency or ability of any service provider to provide service. Client agrees that all decisions regarding the amount, type or terms of coverage shall be Client's ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverages that are appropriate for its particular circumstances and financial position. The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the services to be provided by MMA.

MMA's service obligations to you are solely contractual in nature. The parties acknowledge and agree that, in performing the Services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not otherwise have a fiduciary or other enhanced duty to you.

In the event that a service, resource or tool listed on Exhibit A is being provided by a party that is not a subcontractor or MMA's the provision of such service, resource, or tool may be subject to terms and conditions or contract to be entered into between Client and such third-party provider. MMA shall have no liability with respect to any service, resource or tool not provided directly by MMA and/or one of its subcontractors.

Client shall be responsible for any fee or penalty arising out of or relating to its benefit plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies.

MMA is not engaged in the practice of law or tax accounting and the Services provided hereunder do not constitute and are not a substitute for legal, tax and/or accounting advice. Accordingly, MMA recommends that Client secure the advice of competent legal counsel and/or tax advisor with respect to any legal or tax matters related to the Services or otherwise.

The Patient Protection and Affordable Care Act (ACA) is a complex law. Any statements or guidance regarding the ACA made by MMA concerning tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as accounting, tax, or legal advice.

Article V. Representations

5.1 Compliance with Applicable Law and Regulation

Each party agrees to comply in all material respects with all federal, state, and local laws and regulations applicable to such party in carrying out its obligations under this Agreement.

5.2 Accuracy of Information

Client shall provide to MMA timely, complete and accurate information to enable MMA to perform its obligations and provide Services hereunder. Client assumes full responsibility for any Client information provided to MMA, a general agent or a service provider hereunder, including, but not limited to, its condition, content, format, usability, or correctness and MMA has no obligation to confirm or verify the accuracy, authenticity, or completeness of any information provided by Client. Client understands that the failure to provide necessary, complete and accurate information to MMA and/or a general agent or service provider, whether intentional or by error, could result in the voiding of coverage or denial of claims. Client acknowledges that MMA: (i) relies upon the accuracy of all information provided by Client in effecting and performing its obligations under this Agreement, and (ii) understands and agrees that MMA shall have no liability for its reliance on inaccurate or incomplete information.

5.3 Plan Fiduciary; Instructions

MMA is not a “plan administrator” or “fiduciary” as defined under ERISA. Client acknowledges, agrees and warrants that Client or the appropriate Covered Entity is the named plan administrator and/or fiduciary for the plan(s) within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), and, notwithstanding anything to the contrary contained herein, that MMA is not a fiduciary and does not have any discretionary authority or responsibility with respect to the plan(s) or plan assets. It is understood and agreed that Client and/or the relevant plan(s) have full and final authority and responsibility for the plan(s), plan(s) assets, and plan(s) operation. Client, and not MMA, shall be solely responsible for the review and payment of claims for benefits provided under any benefit plan and for all appeals brought under any such benefit plan and/or ERISA. Client shall be responsible for meeting any ERISA trust requirements to the extent applicable. MMA does not assume any responsibility for receiving or reviewing claims for benefits under or in connection with any benefit plan. MMA shall not have any duty or power to act on behalf of Client or any participant in connection with the plan(s) other than as expressly stated in this Agreement or upon instruction from Client.

Article VI. Other Provisions

6.1 No Third-Party Beneficiaries

Neither this Agreement nor the provision of the Services is intended to confer any right or benefit on any third party.

6.2 Governing Law/Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law principles. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any services provided by MMA or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party agrees not to include

any employee, officer, director or trustee of the other as a party in any action, proceeding or counterclaim relating to such dispute.

6.3 Amendment; Waiver

No changes, amendments, or alterations shall be effective unless signed by duly authorized representatives of both parties. Neither the waiver by either party of a breach or violation of any provision of this Agreement nor the failure by either party to insist upon strict performance of any provision herein shall operate or be construed to be a waiver of any subsequent breach or violation thereof. To be effective, all waivers must be in writing and signed by an authorized officer of the party to be charged.

6.4 Exhibits; Entire Agreement

This Agreement (including any SOW, Exhibits and Appendices hereto) sets forth the complete and sole understanding between MMA and Client with respect to its subject matter and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by either party to the other, whether oral, written, or in any other form not expressly included herein. This Agreement includes the following Exhibit:

- **EXHIBIT A** – Statement of Work & Compensation
- **EXHIBIT B** – Compensation Disclosure
- **EXHIBIT C** – Business Associate Agreement or Data Privacy & Security Addendum [IF REQUIRED]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

McGriff, A Marsh & McLennan Agency LLC

City of Greenville

By:_____

By:_____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date:_____

Date:_____

EXHIBIT A: STATEMENT OF WORK

This Statement of Work is entered into pursuant to the Client Service Agreement dated July 1, 2026, between the parties hereto, and sets forth the scope of services to be provided, and the compensation to be earned, by MMA. This SOW is subject to the terms and conditions contained in the Client Service Agreement.

PART 1 – SERVICE PERIOD [from 7/1/26 to 6/30/27]**PART 2 – SCOPE OF SERVICES****Medical Coverage****Dental Coverage****Employee Benefit Management Services**

A. Strategic Benefit Planning. Agent/Broker will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

B. Benefit Design. Agent/Broker will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

C. Administration. Agent/Broker will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.

D. Funding. Agent/Broker will provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.

E. Vendor Selection. Upon client request, Agent/Broker will prepare Request(s) for Proposal (RFP), analyze RFP's and prepare a summary report outlining responses. Vendors include, but are not limited to:

- Voluntary Worksite Programs
- Wellness and Population Health Management Programs
- Third Party Claims Administration
- Utilization Review Programs
- IRS Code Section 125 Programs
- Preferred Provider Network Plans
- Benefits Administration and Outsourcing Tools
- Communication Services
- Health Savings Account Services
- ERISA Compliance (i.e.: 5500 Filings, ERISA Wrap Document, SPDs)
- Private Exchange Solutions
- Retirement Plan Consulting Services
- Health and Welfare Actuarial Services

F. Communication. Agent/Broker will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

G. Compliance Tools & Legislative Information. Agent/Broker will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, Section 125, ERISA, and ACA.

H. Meetings with Client and Vendors. Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:

- Agent/Broker shall meet with Client on a quarterly basis to review all activities performed by Agent/Broker during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.

- Upon Client request, Agent/Broker shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Clients organization.

- Agent/Broker shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Agent/Broker's fees for the next twelve-month period.

I. Stewardship Report. Agent/Broker will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Agent/Broker's team relating to Client's programs; and

- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

J. Data Analysis. Agent/Broker will provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.

PART 3 - COMPENSATION**3.1 Fee-Based Compensation**

MMA will deliver its Services to the Client in respect of the lines of coverage outlined above in Section 2 ("Fee Coverage(s))" for a fixed annual fee of \$17,500, plus any applicable sales tax if required by state law, to be billed as follows: [Semi-annual installments].

In the event this Services Agreement is terminated by the Client or by MMA for material breach by Client, with respect to Fee Coverages, MMA's fee shall be deemed earned in accordance with the following schedule [Client will pay McGriff a prorated portion of the Fee through the date of termination].

3.2 Third-Party Vendor Services

Client has opted to engage with the following identified third-party vendors whose services shall be paid for by the fee paid by client hereunder. In the event Client terminates MMA as broker of record with respect to any or all of the Client insurance plan(s), services under this Agreement will immediately terminate unless otherwise mutually agreed to in writing by the parties. Services will be provided in accordance with the terms and conditions of each respective third-party vendor and MMA disclaims any and all liability or loss incurred by client relating to such third-party services.

THIRD PARTY VENDOR	SERVICE PROVIDED

3.3 Out-of-Scope Services.

MMA can provide additional services at an additional cost. The cost and scope of additional services will be agreed in advance and reflected in an amendment to the SOW.

If there is a significant change in Client's operations that affects the complexity of Client's program or plan that may have the effect of increasing MMA's responsibilities and the Client's service needs, both parties agree to renegotiate MMA's compensation in good faith. Changes in scope include, but are not limited to, a change in operations due to merger or acquisition, a material increase in the number of employees and participants, a change in plan design and operations, and a change in Client's payroll or other systems vendor.

Please see Exhibit B for MMA's standard Compensation Disclosure which may be updated from time to time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

McGriff, A Marsh & McLennan Agency LLC

City of Greenville

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT B: COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

Wholesalers and Managing General Agents (MGAs) offer products and solutions that Marsh & McLennan Agency LLC (MMA) as a retail agent and broker cannot access or offer directly to its clients. Some MMA affiliates act as managing general agents, in which capacity they work solely on behalf of insurers to bind coverage, service policies and, in some cases, settle claims. Our affiliated wholesale brokers are also able to access excess and surplus lines insurers that do not work with retail agents and brokers.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

MMA Client Service Agreement

- Wholesale Broking Commissions – Sometimes MMA acts as a wholesale insurance broker for some transactions (which may include MMA's retail broking operations). In these placements, MMA is engaged by a retail broker that has the direct relationship with the insured. MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail broker does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- In addition, some MMA affiliates act as managing general agents, in which capacity they work solely on behalf of insurers to bind coverage, service policies and, in some cases, settle claims. Our affiliated wholesale brokers are also able to access excess and surplus lines insurers that do not work with retail agents and brokers. Like other MGA's and wholesalers, our affiliates may also be compensated by commissions received from insurers. These commissions are separate and apart from any commissions received by MMA. When MMA places business through affiliated wholesalers, the insurer pays a commission that may be divided between our affiliated wholesaler and MMA. Compensation earned by wholesalers may be shared with MMA as described in the Contingent and Supplemental Commissions sections above.
- Medallion Program and Sponsorships – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- Other Compensation & Sponsorships – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you with additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

Rev January 1, 2026

EXHIBIT C, IF REQUIRED:

Health Insurance Portability and Accountability Act (HIPAA)

BUSINESS ASSOCIATE AGREEMENT

To the extent that it applies, this Business Associate Agreement ("BAA") is incorporated into and forms an integral part of the Client Service Agreement, including any Statement of Work, ("Agreement") concluded by Client and Marsh & McLennan Agency LLC ("Business Associate"), each a Party and together the Parties.

1. **Definitions.** Capitalized terms not defined herein shall have the meanings ascribed to them in HIPAA or the Agreement.
2. **Applicability.** This BAA shall apply only with respect to and to the extent that Business Associate, in its role as Client's Business Associate, creates, receives, maintains, or transmits Protected Health Information for or on behalf of Client ("PHI"), in Client's role as a Covered Entity or as a Business Associate.
3. **Minimum Necessary.** Each Party shall limit its requests and disclosures to the minimum PHI that is necessary for Business Associate to perform the Services in accordance with the Agreement.
4. **Uses and Disclosures.** Business Associate may not Use or Disclose PHI except as permitted or Required by the Agreement or as permitted or Required by law. Except as limited in this BAA, Business Associate may Use and Disclose PHI:
 - 4.1. to perform the obligations and provide the Services described in the Agreement, provided that such Use or Disclosure would not violate HIPAA if done by Client;
 - 4.2. to provide data aggregation services to Client;
 - 4.3. to de-identify PHI in accordance with the de-identification standard set out in the Privacy Rule; and
 - 4.4. for its proper management and administration and to carry out its legal responsibilities, provided that any Disclosure may occur only if it is Required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by law or for the purpose for which it was Disclosed to such person, and the person promptly notifies Business Associate if the confidentiality of the PHI is breached.
5. **Business Associate's Obligations.**
 - 5.1. **Safeguards.** Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. If applicable, Business Associate shall comply with the Security standards set out in 45 C.F.R. Part 164 regarding any Electronic PHI.
 - 5.2. **Reporting.** Business Associate shall promptly, and in no event later than two business days after determining the occurrence of a Use or Disclosure of PHI not provided for by this BAA, including a Security Incident or Breach of Unsecured PHI, notify Client in accordance with applicable law. The Parties agree that this section constitutes notice by Business Associate to Client of the ongoing occurrence of attempted but Unsuccessful Security Incidents for which no additional notice is required. For purposes of this BAA, the term "Unsuccessful Security Incident" includes, but is not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any other incident that does not result in unauthorized Use or Disclosure of PHI. Business Associate shall pay actual reasonable costs for notifications and credit monitoring services that are Required by law.
 - 5.3. **Subcontractors.** Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on its behalf agree to substantially the same restrictions and conditions as those that apply, directly or through this BAA, to Business Associate with respect to such PHI.
 - 5.4. **Access and Amendment.** Upon Client's written request and in the time and manner Required by law, Business Associate shall amend and/or provide Client with access to PHI in a Designated Record Set. Business Associate shall forward an individual or individual's designee's request to access or amend information in the Designated Record Set to Client within five calendar days of receipt.
 - 5.5. **Accounting.** Upon Client's written request and in the time and manner Required by law, Business Associate shall provide to Client an accounting of disclosures of an Individual's PHI to permit Client to

respond to a request by an Individual for such an accounting. Business Associate shall document such disclosures of PHI and related information as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI. Business Associate may impose a reasonable fee if Client requests an accounting more than once in any 12-month period.

- 5.6. **Delegation.** If Business Associate agrees in writing to carry out an obligation of Client under 45 CFR 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Client in performing such an obligation.
- 5.7. **Disclosure.** Business Associate shall make internal practices, books, and records relating to the Use and Disclosure of PHI received from or created or received by Business Associate on Client's behalf available to the Secretary of Health and Human Services for the purpose of determining Client's or Business Associate's compliance with its obligations under HIPAA. Upon Client's written request, Business Associate shall promptly provide to Client a copy or summary of its client-releasable security and/or privacy policies.
6. **Mitigation.** Business Associate and Client shall mitigate, to the extent practicable, any harmful effect known to have arisen out of a Use or Disclosure of PHI in violation of this BAA.
7. **Client's Obligations.** Client represents and warrants that it has the right and authority to disclose PHI to Business Associate. Client shall
 - 7.1. not ask Business Associate to Use or Disclose PHI in any manner that would violate applicable law or Client's privacy notice if done by a Covered Entity (unless permitted by HIPAA for a Business Associate);
 - 7.2. transfer all PHI to Business Associate in an encrypted format, to be mutually agreed by the Parties; and
 - 7.3. notify Business Associate in writing of (a) any limitation(s) in the Client's notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, and any changes to it; (b) any changes in, or revocation of, an Individual's permission to Use or Disclose PHI, if such changes may impact Business Associate's Uses and Disclosures of PHI; and (c) any restriction on Use or Disclosure of PHI to which Client has agreed.
8. **Term.** This BAA shall continue in effect until the earlier of (a) termination by Client for material breach as set out in Section 9 below or (b) expiration of the Agreement.
9. **Termination.** Client may immediately terminate this BAA upon written notice to Business Associate if (a) Business Associate has materially breached this BAA and failed to cure such violation within 30 days after receipt such notice or (b) cure of such Breach is not possible.
10. **Return, Destruction, or Retention of PHI.** Except as provided in this section, upon termination of the Agreement, if feasible, Business Associate shall return or destroy all PHI received from Client or created or received on Client's behalf. If the return or destruction of the PHI is infeasible, Business Associate shall extend to it the protections of this BAA and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible.
11. **Indemnity.** Subject to the limitation of liability set out in the Agreement, each Party ("Indemnifying Party") agrees to indemnify, hold harmless, and defend the other Party ("Indemnified Party") and its employees, officers, and directors from and against all claims, losses, liabilities, and costs, including reasonable attorneys' fees (collectively, "Losses") to the extent directly arising out of a Breach of this BAA by the Indemnifying Party. Neither Party shall be responsible for any Losses incurred by the other Party that are attributable to the other Party's acts or omissions. The Indemnified Party agrees to give the Indemnifying Party prompt and reasonable written notice any claim for indemnification and provide reasonable assistance in the defense of such Losses. The Indemnified Party retains the right to hire, at its own expense, separate counsel to participate in its own representation. In the event there is no Agreement otherwise describing a limitation of liability, MMA's aggregate liability arising under this BAA and Business Associate's provision of services shall not exceed that amount described in the Broker Transparency Disclosure provided to Client.
12. **Amendment.** The Parties may amend this BAA upon mutual written agreement.
13. **Survival.** The obligations under Sections 10 and 11 above shall survive termination of this BAA.

14. Miscellaneous. The Parties intend that this BAA be interpreted consistently with their intent to comply with HIPAA and other applicable law. If there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control. Except where this BAA conflicts with the Agreement, all other terms of the Agreement remain unchanged. There are no intended third-party beneficiaries under this BAA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

McGriff, A Marsh & McLennan Agency LLC

City of Greenville

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 25-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, RENEWING THE CLIENT SERVICE AGREEMENT WITH MCGRIFF, A MARSH & MCLENNAN AGENCY, LLC TO SERVE AS THE BENEFITS BROKER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, McGriff has been the city benefits broker for several years, the company has recently been acquired by Marsh & McLennan Agency, LLC; and

WHEREAS, the renewal of this Client Services Agreement has an annual contract term of July 1, 2026 and ending June 30, 2027; and

WHEREAS, the City Council believes it to be in the best interest of the citizens of Greenville to renew the client services agreement with McGriff a Marsh & McLennan Agency, LLC.

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

SECTION 1. The annual renewal for the client services agreement is in the amount of \$17,500.00 with funds available in Account No. 602-2-462100-54101-0000 (PROFESSIONAL SERVICES).

SECTION 2. The City Manager is authorized to execute all documents related to this client service agreement renewal.

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

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

SECTION 5. This Resolution shall be in full force and July 28, 2026.

PASSED AND APPROVED, this 28th day of July, 2026.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

The background of the slide features a large, faded seal of the City of Greenville, Texas. The seal is circular with a rope-like border. Inside the border, the words "CITY OF GREENVILLE" are at the top and "TEXAS" is at the bottom. In the center is a five-pointed star with the letters "E", "X", "A", and "S" positioned around it.

2026-2027 Highlights of Departmental Budgets



2026-2027

One cent on the ad valorem tax rate will generate \$362,556 ALLOWING for protested and frozen values and assuming a 101% collection rate.

2025-2026 (ASSUMING 101%)
\$350,222



FIRE DEPARTMENT

➤ Maintenance and Operations

➤ 25-26 Budget	\$10,159,851
➤ 26-27 Budget	\$11,004,019
➤ Change	8.3%

➤ Personnel Requested

➤ Command Aid/Hwy Blocker Op.	\$	187,305
➤ Comp./Training Battalion Chief	\$	209,055

➤ Capital Requested

➤ Highway Blocker Vehicle	\$	300,000
➤ Fire Station 3 Remodel	\$	45,000
➤ Fire Station 2 Update	\$	15,000
➤ Fire Station 4 Update	\$	30,000
➤ Body Armor Replacement	\$	35,000





POLICE DEPARTMENT



➤ Maintenance and Operations

➤ 25-26 Budget	\$14,840,721
➤ 26-27 Budget	\$16,314,105
➤ Change	9.5%

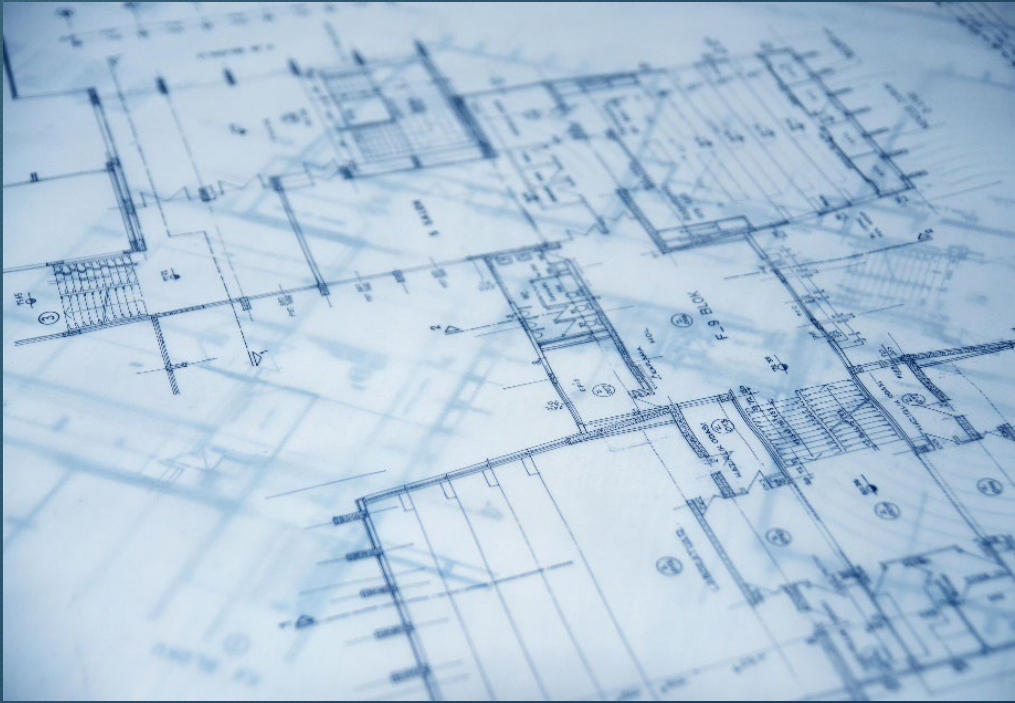
➤ Personnel Requested

➤ Patrol Sergeant	\$ 68,303
➤ Police Officers (4)	\$ 260,256
➤ Deferred hiring until Q3 2027	

➤ Capital Requested

➤ CID Interview Room Camera System	\$ 30,138
➤ Cyber Security-Radio System	\$ 5,760
➤ Handheld Radios for CP	\$ 30,000





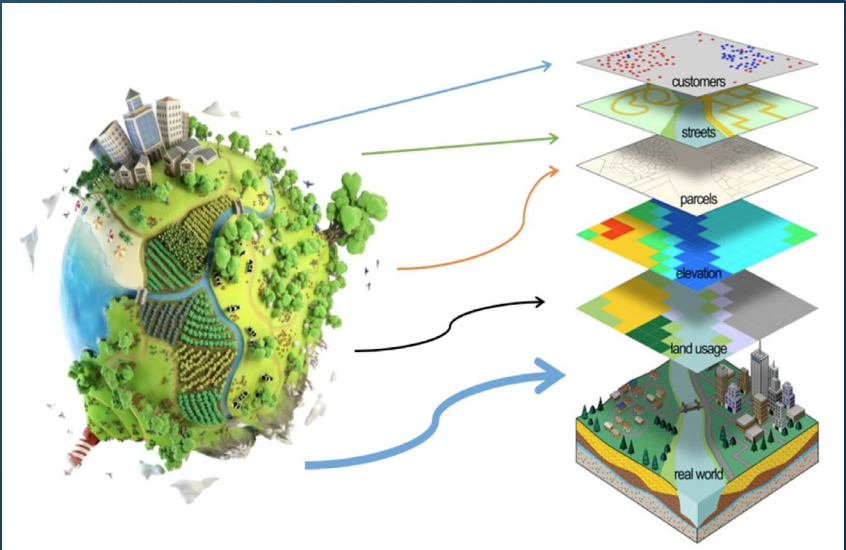
COMMUNITY DEVELOPMENT

➤ Maintenance and Operations

➤ 25-26 Budget	\$1,974,851
➤ 26-27 Budget	\$2,034,000
➤ Change	3%

➤ Capital Requested

➤ Health Inspector Software	\$ 2,400
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PARKS AND RECREATION

➤ Maintenance and Operations

➤ 25-26 Budget	\$4,280,225
➤ 26-27 Budget	\$4,628,848
➤ Change	8%

- Includes City matching portion of park development fees up to 1 cent on the tax rate (\$362,556) required by ordinance.

➤ Capital Requested

➤ Mower Lift GL9	\$	12,748
➤ Lease Option	\$	3,495
➤ Graco Lazer Line Painter	\$	16,949
➤ Civic Center Sign Rock Work	\$	18,000
➤ John Deere 406GR Turf Tractor	\$	64,520
➤ Lease Option	\$	13,488
➤ Perry Weather Splash Pad System	\$	14,800
➤ Annual Cost	\$	9,600



CONVENTION AND VISITORS BUREAU (Tourism)

➤ Maintenance and Operations

➤ 25-26 Budget	\$459,572
➤ 26-27 Budget	\$471,286
➤ Change	2.55%

Account includes transfers to the following:

Tourism Distribution	\$ 50,000
Sports Tournaments	\$ 40,000





MAIN STREET

➤ Maintenance and Operations

➤ 25-26 Budget	\$184,424
➤ 26-27 Budget	\$189,127
➤ Change	3%





COMMUNICATIONS

➤ Maintenance and Operations

➤ 25-26 Budget	\$ 25,200
➤ 26-27 Budget	\$125,846
➤ Change	399%





VENUE MANAGEMENT



➤ Maintenance and Operations

➤ 25-26 Budget	\$595,341
➤ 26-27 Budget	\$804,403
➤ Change	35.12%

➤ Capital Requested

➤ GMA Dressing Rooms	\$ 35,000
➤ Digital Sign at PD	\$ 35,000





LIBRARY

➤ Maintenance and Operations

➤ 25-26 Budget	\$1,104,335
➤ 26-27 Budget	\$1,176,299
➤ Change	7%

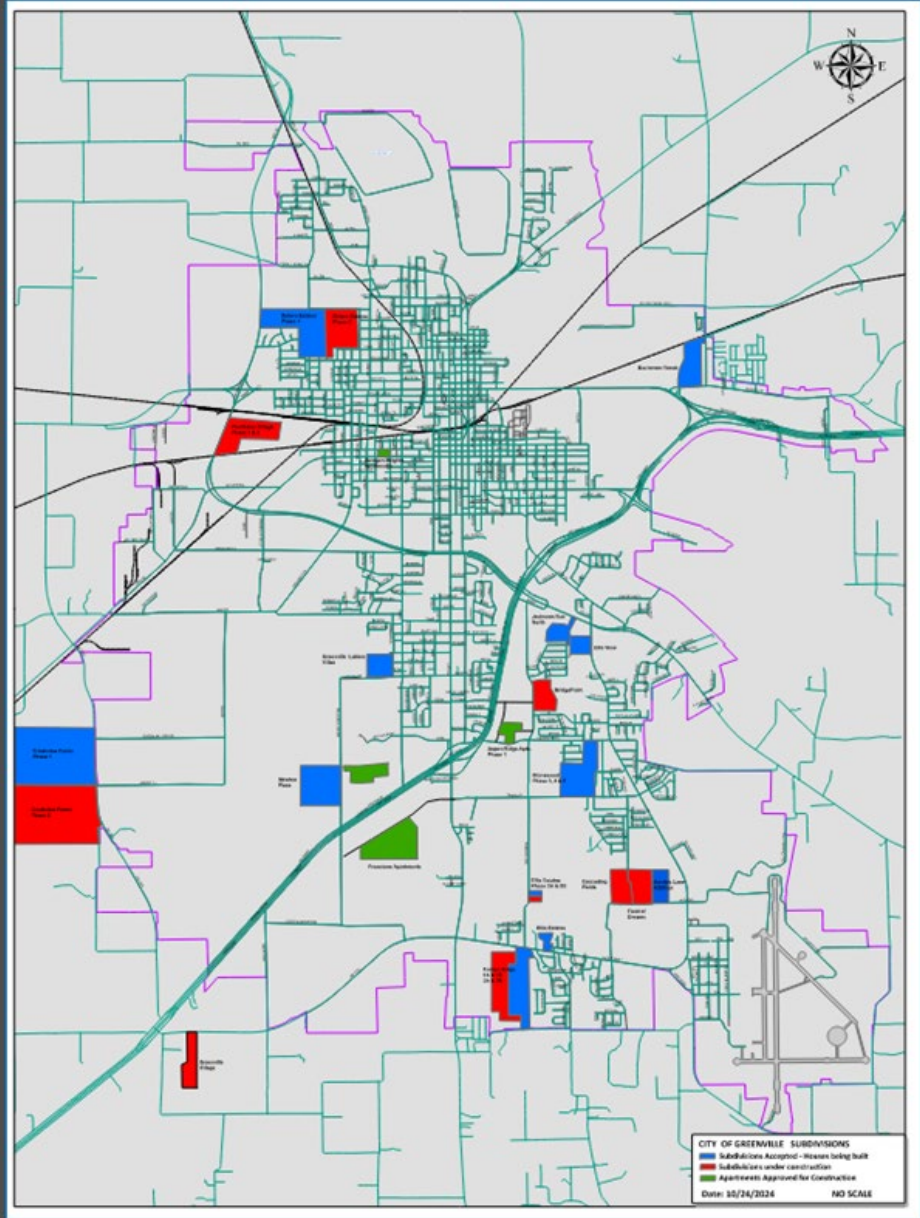
➤ Personnel Requested

➤ Library Technician PT to FT	\$ 33,444
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➤ Capital Requested

➤ Display Tower	\$ 5,600
➤ Bookmobile	\$ 190,000
➤ Flooring	\$ 50,000
➤ Story Shuttle	\$ 27,781





ENGINEERING DEPARTMENT

➤ Maintenance and Operations

➤ 25-26 Budget	\$589,595
➤ 26-27 Budget	\$656,868
➤ Change	9.74%

➤ Capital Requested

➤ PCI Update-arterial	\$ 90,000
➤ PCI Update-resident.	\$ 83,000
➤ ADT Study	\$ 85,000
➤ Old Mill Rd. Design	\$800,000

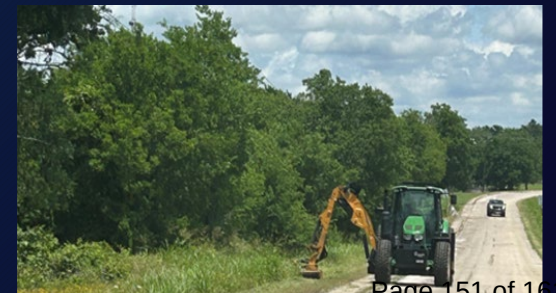
STREETS AND TRAFFIC DEPARTMENT

➤ Maintenance and Operations

➤ 25-26 Budget	\$3,144,003
➤ 26-27 Budget	\$3,023,647
➤ Change	-3.83%

➤ Capital Requested

➤ Heated Tack Tank	\$ 23,294
➤ Skid Steer Attach.	\$ 40,600
➤ Sakai Drum Roller	\$ 53,381
➤ Grindlazer Pro	\$ 11,662





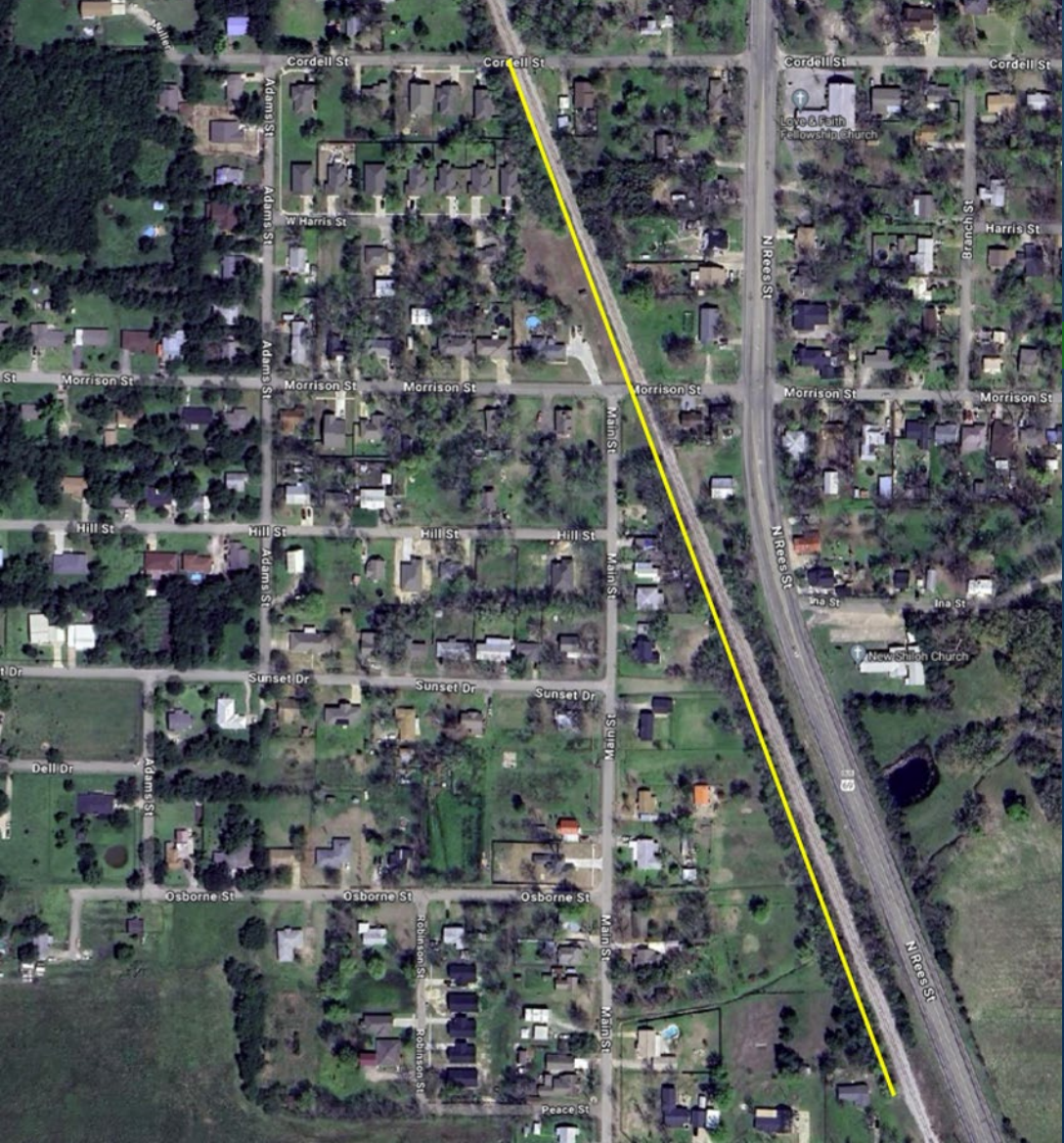
WATER TREATMENT

➤ Maintenance and Operations

➤ 25-26 Budget	\$4,361,709
➤ 26-27 Budget	\$4,694,097
➤ Change	7.62%

➤ Capital Requested

➤ Reservoir #6 Rip Rap	\$1,500,000
➤ Reservoir #4 & #5 Docks	\$ 150,000
➤ Reservoir #3 Maintenance	\$ 75,000



WATER DISTRIBUTION WASTEWATER COLLECTION

➤ Maintenance and Operations

➤ 25-26 Budget	\$ 6,719,728
➤ 26-27 Budget	\$ 6,671,763
➤ Change	-0.71 %

➤ Capital Requested

➤ Main St. Sewer Replacement	\$ 375,000
➤ Dump Truck	\$ 170,000
➤ Mini Excavator	\$ 85,000





Sequencing Batch Reactor Tank #1 in React Mode

WASTEWATER TREATMENT

➤ Maintenance and Operations

- 25-26 Budget \$2,407,811
- 26-27 Budget \$2,389,135
- Change -0.78%

➤ Capital Requested

- Effluent Pump \$ 164,021
- Skid Steer Mower Attach. \$ 19,000





INFORMATION TECHNOLOGY

➤ Maintenance and Operations

➤ 25-26 Budget	\$1,994,092
➤ 26-27 Budget	\$2,360,620
➤ Change	14%

➤ Personnel Added (FY26)

➤ Computer User Support Spec.	\$ 37,553
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ANIMAL CONTROL

➤ Maintenance and Operations

➤ 25-26 Budget	\$892,166
➤ 26-27 Budget	\$935,269
➤ Change	5%





AIRPORT

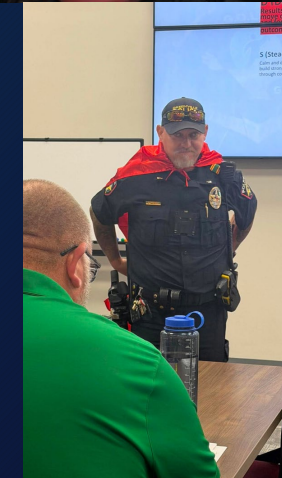
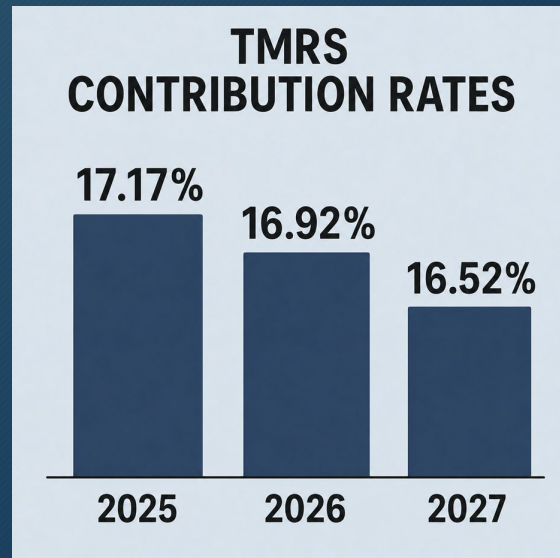
➤ Maintenance and Operations

➤ 25-26 Budget	\$437,296
➤ 26-27 Budget	\$460,650
➤ Change	5%



PAY PLAN

- 5% merit raise
- Absorb health insurance increase for employees (10% budget, 11.49% max)
 - From \$17,100 to \$18,241 per employee
- TMRS rate decrease
 - 16.92% to 16.52%



PERSONNEL REQUESTED

Position	Type	Department	Cost
Patrol Sergeant	Addition	Police	\$ 68,303
Police Officers (4)	Addition	Police	\$ 260,256
Command Operator	Addition	Fire	\$ 187,305
Compliance/Training Battalion Chief	Addition	Fire	\$ 209,055
Library Technician	PT to FT	Library	\$ 33,444
Computer User Support Specialist (added FY26)	Addition	IT	\$ 37,553
TOTAL			\$ 795,916





IMPORTANT DATES

- 8/11/2026-Proposed Budget presented to Council
- 9/8/2026-Public hearing on tax rate, public hearing on budget, adopt budget, ratify tax rate, and adopt tax rate



Greenville





QUESTIONS/
COMMENTS