



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

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

Regular Session Agenda
04/22/2025
6:00 PM

1. Call to Order

2. Invocation

A. Pastor Charlie Nasser - Top Rail Cowboy Church

3. Pledge of Allegiance

4. Presentations

A. Arbor Day Proclamation - Keep Greenville Beautiful, Jennifer Pittsinger (*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

- A. Hold a Public Hearing to discuss and consider a request by Naveen Khammampati for a change in zoning from an Agricultural District to Single Family-3 District on the Johnson Lindley Tract 25 located at 1402 Commerce Drive and take any action necessary. (*Letora Anderson, City Planner*)
- B. Hold a Public Hearing to discuss and consider a request by Peter Dewil for a designation in zoning to a Light Industrial District on newly annexed property in the 1000 Block of Walter Grady Drive and take any action necessary. (*Letora Anderson, City Planner*)
- C. Hold a Public Hearing to discuss and consider a request by Miles Mathieu for a change in zoning from Agricultural Zoning to Commercial Zoning on 6.259 acres and Neighborhood Services Zoning on 2.79 acres located at 8080 Monty Stratton Parkway and take any action necessary. (*Letora Anderson, City Planner*)

- D. Hold a Public Hearing to discuss and consider a request by Sam Mohamed for a Conditional Use Permit (VAPE STORE) in a General Retail Zoning District located at 5019 Wesley Street and action necessary. *(Letora Anderson, City Planner)*

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

8. Resolutions

- A. Consideration and action on a resolution authorizing the purchase and installation of Neptune Advanced Metering Infrastructure (AMI) meters, cellular gateways, towers, office software, collection equipment, and maintenance services. *(Jon Herbert, Utility Superintendent)*
- B. Consideration and action on a resolution authorizing an agreement with HRchitect to rebuild and re-implement the UKG Ready HRIS and Payroll system. *(Euriah Brown, Director of Human Resources)*
- C. Consideration and action on a resolution approving the sale of certain transmission system assets by the Texas Municipal Power Agency (TMPA). *(Summer Spurlock, City Manager)*

9. Consent Calendar

- A. City Council Meeting Minutes - April 8, 2025
- B. Resolution reappointing a member to serve on the Texas Municipal Power Agency Board of Directors. *(Mayor Ransom)*
- C. Consideration and action on a resolution authorizing payment for the LIFTOFF Microsoft Office 365 License Renewal. *(GP Ippolito, Director of Administrative Services/Finance)*
- D. Resolution appointing a member to Place 1 on the GEUS Board of Trustees. *(City Council)*

10. City Staff/City Council Reports

- A. Financial Reports - February 2025 *(GP Ippolito, Director of Finance/Administrative Services)*
- B. Monthly Status Report - March 2025 *(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

- A. Greenville Board of Development minutes - March 13, 2025

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: *1215 I-30 Real Property; 1216 I-30 Real Property; 5103 I-30 Real Property; 5000 I-30 Nuisance Abatement; Public Improvements Real Property Purchases and Eminent Domain; Development study Multi-use facility; Wolf Creek MUD/MMD Legislation; TCEQ Permit Number WQ0016464001; Altura Annexation; Nuisance Abatement suit on 1906 Stanford; ; Walton Development; Bracewell Law Firm retention bond financing review; Greenville Housing Authority; Airport Hangar Lease; Real Property Appraisal.*

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

14. Take action on any item discussed in Executive Session

15. Adjourn

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

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

Posting Certification

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

Carla Oldacre, City Secretary

Office of the Mayor



Proclamation

The City Council of the
City of Greenville, Texas, does hereby recognize:

Arbor Day 2025

WHEREAS, Arbor Day was first observed in 1872 with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the nation and the world, and

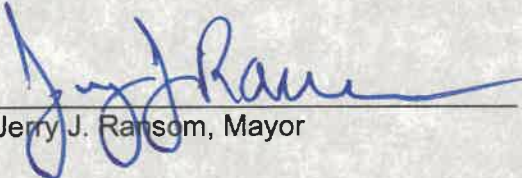
WHEREAS, trees help reduce erosion of topsoil, lower heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide a habitat for wildlife; and

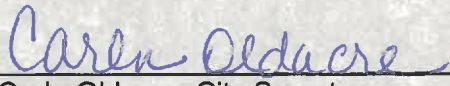
WHEREAS, trees in the City of Greenville increase property values, enhance the economic vitality of business and public areas, and beautify our community, and

WHEREAS, the City of Greenville has been recognized as a Tree City USA for the 30th year by The National Arbor Day Foundation; and

NOW, THEREFORE, on behalf of the Greenville City Council, we hereby thank the Parks and Recreation Board and Department and Keep Greenville Beautiful participants for their dedication in beautifying the City of Greenville. We further encourage all citizens and businesses to plant trees to promote the well-being of future generations.

Attest:


Jerry J. Ransom, Mayor


Carla Oldacre, City Secretary

Dr. Jerry J. Ransom
Mayor

Terry Thomas
Mayor Pro Tem
Place 1

T.J. Goss
Councilmember
Place 2

Philip Spencer
Councilmember
Place 3

Tim Kruse
Councilmember
Place 4

Ben Collins
Councilmember
Place 5

Kenneth Freeman
Councilmember
Place 6



City of Greenville | Community Development Department
2315 Johnson Street | Greenville, TX 75401 | 903.457.3160
Fax: 903.457.0503 | Email: tjackson@ci.greenville.tx.us

ZONING APPLICATION

Requested Action (check one):

☒ Change of Zoning to _____] Conditional Use Permit for _____

Please explain your request in detail (REQUIRED):

REQUEST PROPOSAL FOR THE ZONING CHANGE FROM AGRICULTURAL DISTRICT - (A) TO . . .

LOCATION INFORMATION

Property Address (if available): 1402 COMMERCE DR, GREENVILLE, TX 75401

General Location Description:

Current Zoning: AGRICULTURAL DISTRICT - (A) Total Acreage: 10.765

Check one:

[] Platted Property: Addition: _____ Lot: _____ Block: _____

[] Unplatted Property: Abstract: A0537 Tract: 25

APPLICANT (PRIMARY POINT OF CONTACT)

Are you the: [] Owner ☒ Representative [] Tenant [] Buyer

Applicant Name: NAVEEN KHAMMAMPATI Company: TURNKEY TRACT

Mailing Address: #2770 MAIN ST. #171 City: FRISCO State: TX Zip: 75033

Signature: _____ Date: _____

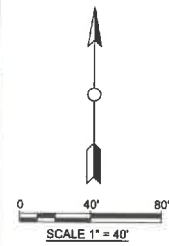
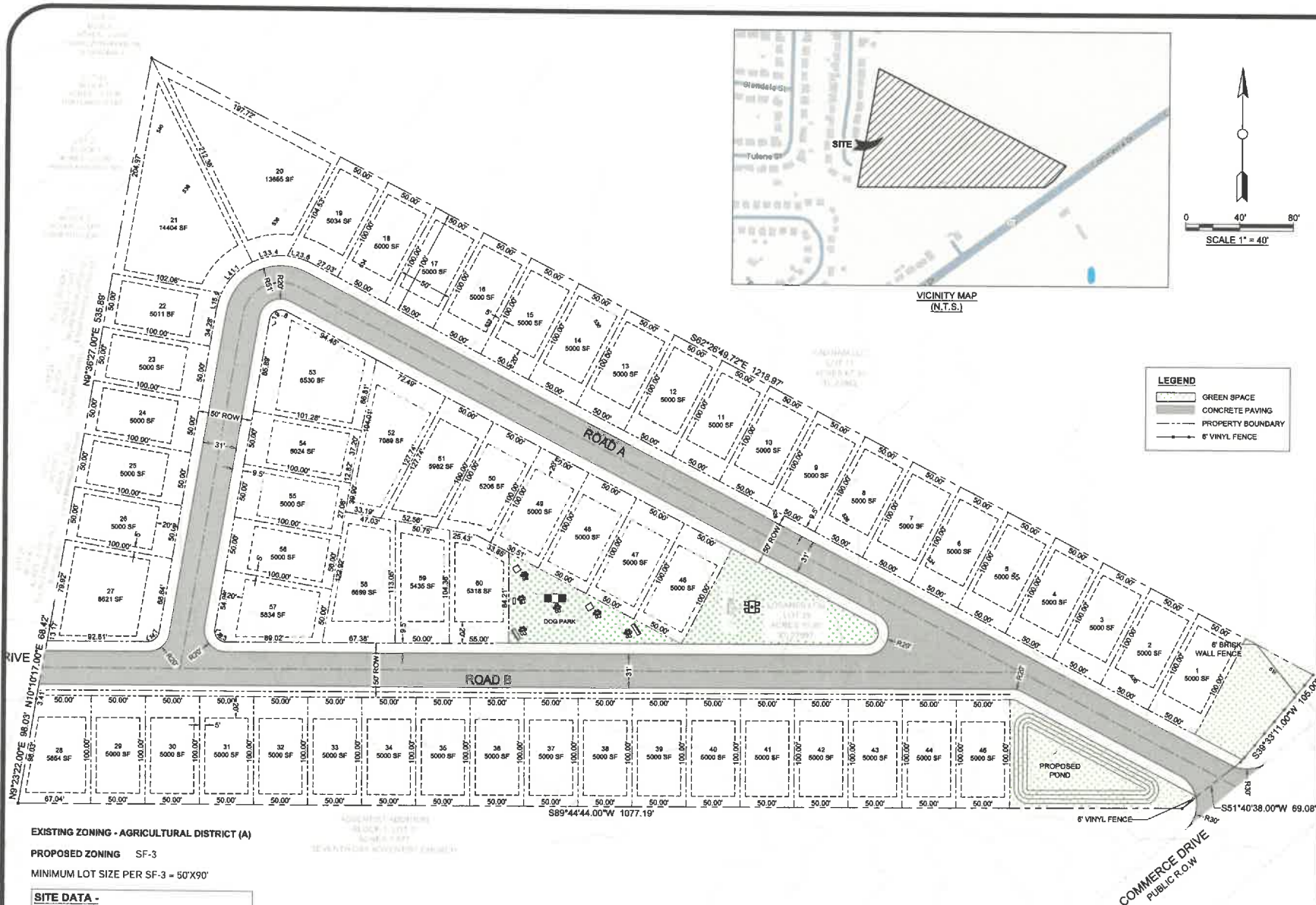
OWNER AUTHORIZATION AND ACKNOWLEDGEMENTS

I hereby certify that I am the owner or duly authorized agent of the owner, of the subject property for the purposes of this application. I hereby designate the person named above as applicant, if other than myself, to file this application and to act as the principal contact person with the City of Greenville in the processing of this application. I hereby authorize the City of Greenville, its agents or employees, to enter the subject property at any reasonable time for the purpose of taking photographs documenting current use and current conditions of the property; and further, I release the City of Greenville, its agents or employees from liability for any damages which may be incurred to the subject property in the erecting, maintaining, or removal of said signs or the taking of said photographs.

Owner Name: LOSANES LOU Company: _____

Mailing Address: 501 LIFE SPRING DR. City: ROCKWALL State: TX Zip: 75087

3/10/25



LEGEND

- GREEN SPACE
- CONCRETE PAVING
- PROPERTY BOUNDARY
- 6" VINYL FENCE

EXISTING ZONING - AGRICULTURAL DISTRICT (A)

PROPOSED ZONING SF-3

MINIMUM LOT SIZE PER SF-3 = 50'X90'

SITE DATA -

TOTAL AREA -	10.88 ACRES
NUMBER OF LOTS -	60 LOTS
EACH LOT MINIMUM AREA -	5000 SF
OPEN SPACE AREA -	0.71 ACRES
FRONT SETBACK -	25
SIDE SETBACK -	5
REAR SETBACK -	10

ZONING EXHIBIT.dwg

ZONING EXHIBIT



No.	Revision/Issue	Date
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Turnkey Tract
2770 MAIN ST #171
FRISCO, TX 75033
F-22283
nkcvilengineer4@gmail.com
214-483-1599

Project Name and Address

1402 COMMERCE DRIVE
GREENVILLE, HUNT COUNTY,
TEXAS 75401

Project	Sheet
Date: 02 / 25 / 2025	01
Scale	01

ORDINANCE NO. 25-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A CHANGE IN ZONING FROM AGRICULTURAL DISTRICT TO SINGLE FAMILY-3 DISTRICT ON PROPERTY LOCATED ON THE JOHNSON LINDLEY TRACT 25 AT 1402 COMMERCE DRIVE; PROVIDING FOR A REPEALING CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER APRIL 22, 2024.

WHEREAS, City Staff received a request from Naveen Khammampati for a change in zoning from an Agricultural District zoning to Single Family-3 Zoning on property on the Johnson Lindley Tract 25 at 1402 Commerce Drive; and

WHEREAS, requestor plans to build a new 60 lot Single Family-3 subdivision; and

WHEREAS, notice of such hearing was published in a newspaper of general circulation in the City, which stated the time and place of hearing, which time was not fewer than fifteen (15) days after first day of such publication; and

WHEREAS, on April 21, 2025, the Planning and Zoning Commission made recommendation to the City Council to _____ and;

WHEREAS, a public hearing was held by the City Council before approval of the proposed zoning change; and

WHEREAS, the City Council hereby finds that this request for a zoning change from Agricultural District to Single Family-3 _____ interest of the citizens of Greenville.

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

SECTION 1. The recitals set forth above are hereby found by the Council to be true and correct and are incorporated by reference herein and expressly made a part hereof as if copied verbatim.

SECTION 2. The City Council of the City of Greenville hereby amends the zoning from Agricultural District Zoning to Single Family-Three Zoning on property located at 1402 Commerce Drive, Greenville on Tract 25 of the Johnson Lindley survey, Hunt County, Texas.

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

SECTION 4. A person who violates this ordinance is guilty of a separate offense for each day or part of day the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

SECTION 6. This Ordinance shall be in full force and effect from and after April 22, 2025.

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City of Greenville | Community Development Department
2315 Johnson Street | Greenville, TX 75401 | 903.457.3160
Fax: 903.457.0503 | Email: smethven@ci.greenville.tx.us

ZONING APPLICATION

Requested Action (check one):

☒ Change of Zoning to I-1, Light Industrial District ☐ Conditional Use Permit for _____

Please explain your request in detail (REQUIRED):
Per the terms of a Development Agreement among the City, Applicant and Owner, City has agreed to annex the Property and zone the Property I-1, Light Industrial District. The surrounding property is also zoned I-1.

LOCATION INFORMATION

Property Address (if available): _____
General Location Description: Northwest of the intersection of Walter Grady Drive and Ed Rutherford Drive in Greenville, Texas
Current Zoning: Not applicable, just annexed into the City recently Total Acreage: +/- 11.098

Check one:

☐ Platted Property: Addition: _____ Lot: _____ Block: _____
☒ Unplatted Property: Abstract: Jacob Dunn Survey, Abstract No. 249 Tract: _____

APPLICANT (PRIMARY POINT OF CONTACT)

Are you the: ☒ Owner ☐ Representative ☐ Tenant ☐ Buyer
Applicant Name: Peter Dewil Company: Chelsea Building Products South, Inc.
Mailing Address: 565 Cedar Way City: Oakmont, PA State: _____ Zip: 15139

Signature: _____

Date: 03/10/25

OWNER AUTHORIZATION AND ACKNOWLEDGEMENTS

I hereby certify that I am the owner or duly authorized agent of the owner, of the subject property for the purposes of this application. I hereby designate the person named above as applicant, if other than myself, to file this application and to act as the principal contact person with the City of Greenville in the processing of this application. I hereby authorize the City of Greenville, its agents or employees, to enter the subject property at any reasonable time for the purpose of taking photographs documenting current use and current conditions of the property; and further, I release the City of Greenville, its agents or employees from liability for any damages which may be incurred to the subject property in the erecting, maintaining, or removal of said signs or the taking of said photographs.

Owner Name: Russell Lewis Company: Greenville GRS, LLC
Mailing Address: 360 East Desert Inn Road, Unit #1802 City: Las Vegas, NV State: _____ Zip: 89109

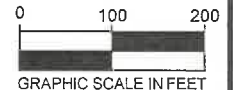
Signature: _____

Date: 03/10/2025

Check all items submitted:

- ☒ Legal Description (All)
- ☒ Deed or Contract for Property (All)
- ☐ Zoning Exhibit (Zoning, PD only)
- ☐ Approved Site Plan (CUP only)
- ☐ Design Plan Statement (PD only)
- ☐ Development Standards (PD only)
- ☐ Design Plan (PD only)
- ☐ Utility Service Plan (PD only)

PZ-25-0001



Kimley»»Horn

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 200'	AEL	DJD	Nov. 2024	064556100	2 OF 2

ORDINANCE NO. 25-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A ZONING DESIGNATION OF LIGHT INDUSTRIAL BE ESTABLISHED FOR RECENTLY ANNEXED PROPERTY IN THE 1000 BLOCK OF WALTER GRADY DRIVE COMMERCE DRIVE; PROVIDING FOR A REPEALING CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER APRIL 22, 2024.

WHEREAS, City Staff received a request from Peter Dewil to establish a zoning designation of Light Industrial on property located in the 1000 block of Walter Grady Drive, which was recently annexed; and

WHEREAS, this request would allow for a continuation of the current zoning of property directly surrounding this newly annexed property; and

WHEREAS, notice of such hearing was published in a newspaper of general circulation in the City, which stated the time and place of hearing, which time was not fewer than fifteen (15) days after first day of such publication; and

WHEREAS, on April 21, 2025, the Planning and Zoning Commission made recommendation to the City Council to _____ and;

WHEREAS, a public hearing was held by the City Council before approval of the proposed zoning change; and

WHEREAS, the City Council hereby finds that this request for a continuation of the Light Industrial Zoning designation on this property located in the 1000 block of Walter Grady Drive is in the best interest of the citizens of Greenville.

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

SECTION 1. The recitals set forth above are hereby found by the Council to be true and correct and are incorporated by reference herein and expressly made a part hereof as if copied verbatim.

SECTION 2. The City Council of the City of Greenville hereby amends the zoning ordinance to establish a Light Industrial Zoning on property in the 1000 block of Walter Grady Drive, Hunt County, Texas.

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

SECTION 4. A person who violates this ordinance is guilty of a separate offense for each day or part of day the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

SECTION 6. This Ordinance shall be in full force and effect from and after April 22, 2025.

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City of Greenville | Community Development Department
2315 Johnson Street | Greenville, TX 75401 | 903.457.3160
Fax: 903.457.0503 | Email: tjackson@ci.greenville.tx.us

ZONING APPLICATION

Requested Action (check one):

☐ Change of Zoning to Commercial / Neighborhood Retail ☐ Conditional Use Permit for _____

Please explain your request in detail (REQUIRED): Change parcel 108101 (9.029 ac) zoned Agricultural by City of Greenville but taxed as Commercial by Hunt CAD to 2.79 ac +/- as Neighborhood Retail in support of City of Greenville's Future Land Use Plan with the remainder zoned as Commercial for a self-storage development to support proximate residential developments.

LOCATION INFORMATION

Property Address (if available): Parcel 108101

General Location Description: Geo ID: 0838-0060-003A-41, I-30 GREENVILLE, TX 75401

Current Zoning: Agricultural Total Acreage: 9.029

Check one:

☐ Platted Property: Addition: _____ Lot: _____ Block: _____

☐ Unplatted Property: Abstract: A0838 PARIS WILLIAM Tract: 6-3

APPLICANT (PRIMARY POINT OF CONTACT)

Are you the: ☐ Owner ☒ Representative ☐ Tenant ☐ Buyer

Applicant Name: Miles Mathieu Company: GREENVILLE MOB2 QOZB LLC

Mailing Address: PO BOX 876 City: PARIS State: TX Zip: 75461-0876



Date: 3-8-25

OWNER AUTHORIZATION AND ACKNOWLEDGEMENTS

I hereby certify that I am the owner or duly authorized agent of the owner, of the subject property for the purposes of this application. I hereby designate the person named above as applicant, if other than myself, to file this application and to act as the principal contact person with the City of Greenville in the processing of this application. I hereby authorize the City of Greenville, its agents or employees, to enter the subject property at any reasonable time for the purpose of taking photographs documenting current use and current conditions of the property; and further, I release the City of Greenville, its agents or employees from liability for any damages which may be incurred to the subject property in the erecting, maintaining, or removal of said signs or the taking of said photographs.

Owner Name: Jordan Harper Company: GREENVILLE MOB2 QOZB LLC

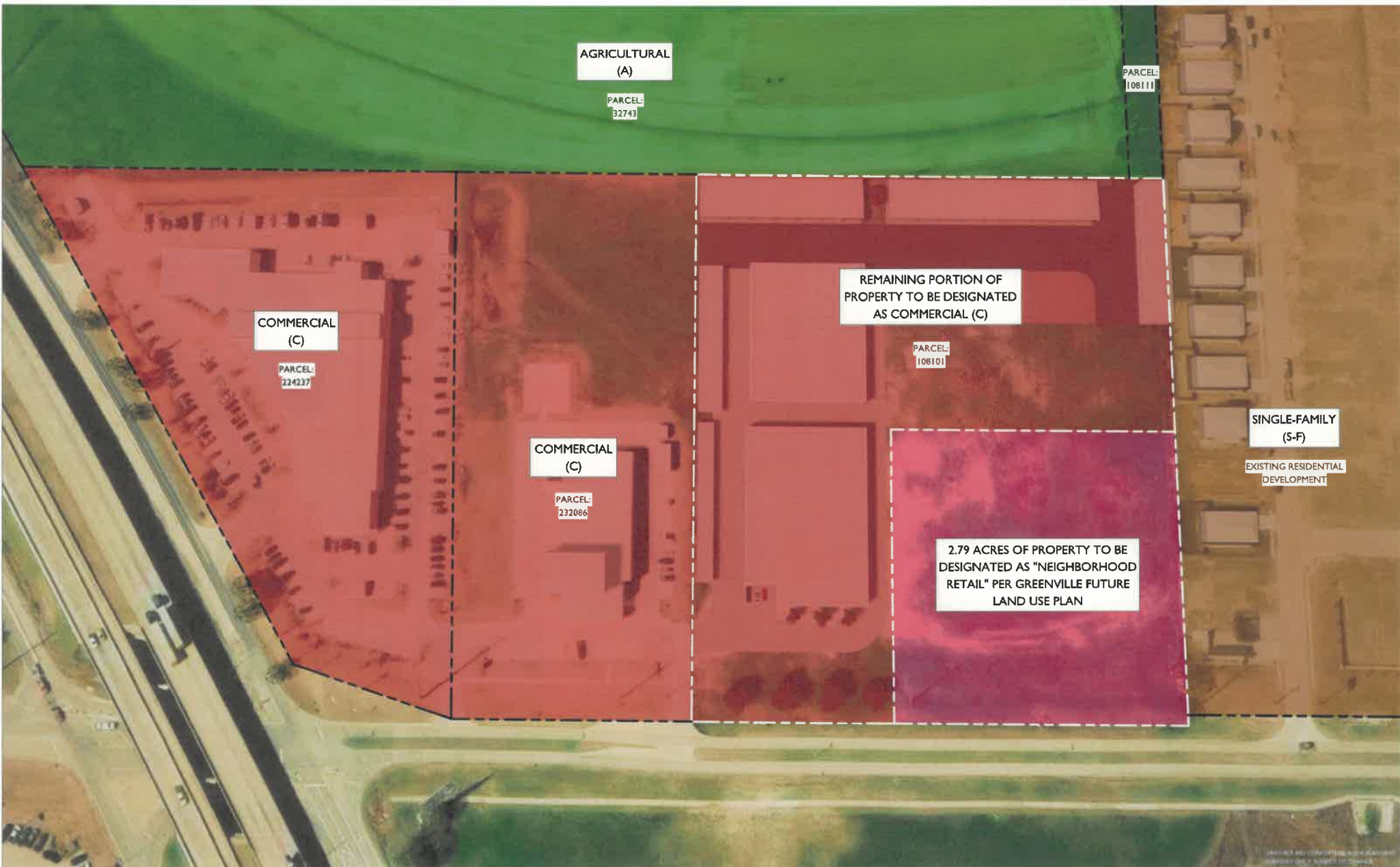
Mailing Address: PO BOX 876 City: PARIS State: TX Zip: 75461-0876



Date: 3-8-25

Check all items submitted:

- ☒ Legal Description (All)
- ☒ Deed or Contract for Property (All)
- ☐ Zoning Exhibit (Zoning, PD only)
- ☐ Approved Site Plan (CUP only)
- ☐ Design Plan Statement (PD only)
- ☐ Development Standards (PD only)
- ☐ Design Plan (PD only)
- ☐ Utility Service Plan (PD only)



PARCEL 108101
GREENVILLE SELF-STORAGE

PROPOSED LAND USE PLAN

1" = 40'-0" 02/19/2025


SK-02


1 8 8 7



PARCEL 108101
GREENVILLE SELF-STORAGE

PROPOSED SITE PLAN

1" = 40'-0"

02/19/2025

SK-03

HWH
1887

ORDINANCE NO. 25-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A CHANGE IN ZONING FROM AGRICULTURAL DISTRICT TO A COMMERCIAL ZONING DISTRICT ON PROPERTY LOCATED ON 6.259 ACRES LOCATED AT 8080 MONTY STRATTON; PROVIDING FOR A REPEALING CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER APRIL 22, 2024.

WHEREAS, City Staff received a request from Miles Mathieu for a change in zoning from an Agricultural District zoning to Commercial Zoning on 6.259 acres of property located at 8080 Monty Stratton; and

WHEREAS, the requestor plans to build a new self-storage facility and will reserve the 2.79-acre tract for retail office use; and

WHEREAS, notice of such hearing was published in a newspaper of general circulation in the City, which stated the time and place of hearing, which time was not fewer than fifteen (15) days after the first day of such publication; and

WHEREAS, on April 21, 2025, the Planning and Zoning Commission made a recommendation to the City Council to _____ and;

WHEREAS, a public hearing was held by the City Council before approval of the proposed zoning change; and

WHEREAS, the City Council hereby finds that this request for a zoning change from Agricultural District to Commercial Zoning on a 6.259-acre tract located at 8080 Monty Stratton and reserve a 2.79-acre tract for retail office use is in the best interest of the citizens of Greenville.

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

SECTION 1. The recitals set forth above are hereby found by the Council to be true and correct and are incorporated by reference herein and expressly made a part hereof as if copied verbatim.

SECTION 2. The City Council of the City of Greenville hereby amends the zoning from Agricultural District Zoning to Commercial Zoning on a 6.259-acre tract and reserve a 2.79-acre tract for retail office use, at 8080 Monty Stratton, Greenville, Hunt County, Texas.

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

SECTION 4. A person who violates this ordinance is guilty of a separate offense for each day or part of day the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

SECTION 6. This Ordinance shall be in full force and effect from and after April 22, 2025.

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

RETAIL SPACE AVAILABLE FOR LEASE

SEQ HIGHWAY 380 & WESLEY STREET - GREENVILLE, TX 75402

SUBJECT
PROPERTY



WAYPOINT
REAL ESTATE DEVELOPMENT & ADVISORS

JAKE MCCOY

2920 ALTA MERE DR
FORT WORTH, TX 76116

(817)505-5894
JAKE@WAYPOINT-RED.COM



City of Greenville | Community Development Department
2315 Johnson Street | Greenville, TX 75401 | 903.457.3160
Fax: 903.457.0503 | Email: smethven@ci.greenville.tx.us

ZONING APPLICATION

Requested Action (check one):

☐ Change of Zoning to _____ ☐ Conditional Use Permit for Vape shop / smoke shop

Please explain your request in detail (REQUIRED): _____

Open a retail store a smoke shop - vape products - CBD - delta products - all accessories
Tobacco - cigars - cigarettes- Kratom

LOCATION INFORMATION

Property Address (if available): _____

General Location Description: 5007 Wesley St in Greenville, Texas 75402 (SUITE 5019)

Current Zoning: Was clothing store Total Acreage: _____

Check one: ☐ Empty location

☐ Platted Property: Addition: _____ Lot: _____ Block: _____

☐ Unplatted Property: Abstract: _____ Tract: _____

APPLICANT (PRIMARY POINT OF CONTACT)

Are you the: ☐ Owner ☐ Representative ☐ Tenant ☐ Buyer

Applicant Name: Sam Mohamed Company: Super Tobacco Vape

Mailing Address: 500 Saffton St City: _____ State: TX Zip: 75407

Date: 3/6/2025

OWNER AUTHORIZATION AND ACKNOWLEDGEMENTS

I hereby certify that I am the owner or duly authorized agent of the owner, of the subject property for the purposes of this application. I hereby designate the person named above as applicant, if other than myself, to file this application and to act as the principal contact person with the City of Greenville in the processing of this application. I hereby authorize the City of Greenville, its agents or employees, to enter the subject property at any reasonable time for the purpose of taking photographs documenting current use and current conditions of the property; and further, I release the City of Greenville, its agents or employees from liability for any damages which may be incurred to the subject property in the erecting, maintaining, or removal of said signs or the taking of said photographs.

Owner Name: Eddie Martin Company: Retail Partners - Town South LLC

Date: 3/6/2025



City Council Agenda Item Report

April 22, 2025

Agenda Item No. 8A

Contact: Chris Harris, Public Works Dir

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

Contact Phone: 903-457-3115

Subject: Consideration and action on a resolution authorizing the purchase and installation of Neptune Advanced Metering Infrastructure (AMI) meters, cellular gateways, towers, office software, collection equipment, and maintenance services. (*Jon Herbert, Utility Superintendent*)

1. Background/History:

The City of Greenville currently outsources utility meter reading and billing services to GEUS. GEUS meter readers physically read water meters on a monthly basis. In addition, GEUS Billing handles the distribution of utility bills, payment collection, and provides customer service support to the City's water and sewer customers.

2. Findings/Current Activity

The City of Greenville's Meter Division has been actively replacing existing positive displacement meters with Neptune Automated Metering Infrastructure (AMI) meters as part of a pilot program designed to evaluate the functionality and performance of automated metering and real-time consumption tracking.

The pilot program proved highly successful, enabling the City to provide customers with hourly usage data while equipping GEUS with the tools to address billing disputes and identify abnormal consumption patterns. This advanced metering technology will enhance the accuracy of both consumption readings and billing, benefiting our customers with timely and transparent usage information. This new technology has proven to benefit the City within the pilot program and into the future by providing accurate consumption reads and bills for our customers.

Additionally, the data gathered will support other City departments through accurate records that can be used for water audits and regulatory reporting.

This proposal would approve the installation and retrofitting of all existing water meters (13,404) with AMI meters. Nine towers with cellular gateways will be constructed to support the data collection system, which allows meter readings to be collected by

satellite. Customers will have access to their real-time consumption via a customer portal instead of receiving a monthly reading.

3. Financial Impact/Account No.

If approved, the City would move the amount for this project from Core & Main for \$6,587,810.49 from the PW2401 New Water Treatment Plant (South) (216-2-436200-55002-0000 IMPROVEMENTS) to a new project titled PW2501 AMI Meter Project (216-2-437200-55002-0000 IMPROVEMENTS).

Core & Main LP, formerly HD Supply Waterworks, is the sole, exclusive authorized Neptune Technology Group distributor for the State of Texas as a sole source provider. Core & Main LP is also listed on a co op that the City participates in.

4. FY 24-25 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 authorization for the purchase and installation of Neptune Advanced Metering Infrastructure (AMI) materials and software to implement an automated metering system at a cost of \$6,587,810.49.



Bid Proposal for City of Greenville

CUSTOMER	CITY OF GREENVILLE, TX 701 CLARK STREET GREENVILLE, TX 75401	Job City of Greenville Greenville, TX Bid Date: 02/17/2025 Bid #: 4025145
CONTACT	Sales Representative Jack Constant (T) 972-269-5079 Jack.Constant@coreandmain.com	Core & Main 6959 State Hwy 276 Royse City, TX 75189 (T) 9726352722
NOTES		



Bid Proposal for City of Greenville

CITY OF GREENVILLE, TX
Job Location: Greenville, TX
Bid Date: 02/17/2025
Core & Main Bid #: 4025145

Core & Main
6959 State Hwy 276
Royse City, TX 75189
Phone: 9726352722
Fax: 9726359325

Seq#	Qty	Description	Units	Price	Ext Price
10		RESIDENTIAL METERS			
20	10126	T10 5/8X3/4 USG R900I PROCODER W/ 6' ANT ED2B31RPWG11SG89	EA	246.25	2,493,527.50
30	608	T10 5/8 PROCODER R900I RETRO REG W/6' ANT RPW2G11SG89	EA	221.25	134,520.00
		SUBTOTAL			2,628,047.50
40		INTERMEDIATE METERS			
50	94	1-1/2X13 MACH10 USG R900I V4 6' ANT EU2A2G1SG89	EA	797.50	74,965.00
60	1	T10 1-1/2 PROCODER R900I RETRO USG REG W/6' ANT RPW2G41SG89	EA	221.25	221.25
70	270	2X17 MACH10 FLG GAL R900I V4 W/ 6' ANT EU2E2G1SG89	EA	935.00	252,450.00
80	5	T10 2 PROCODER R900I RETRO REG W/6' ANT RPW2G51SG89	EA	221.25	1,106.25
		SUBTOTAL			328,742.50
90		COMMERCIAL METERS			
100	48	3X17 MACH10 R900I V4 USG W/20' ANT EU3B2G1G90	EA	2,628.75	126,180.00
110	16	4X20 MACH10 R900I V4 USG W/20' ANT EU3D2G1SG90	EA	3,372.50	53,960.00
120	20	6X24 MACH10 R900I V4 USG W/20' ANT EU3F2G1SG90	EA	5,497.50	109,950.00
130	3	8X20 MACH10 R900I V4 USG W/20' ANT EU4A2G1SG90	EA	8,258.75	24,776.25
140	3	10X26 MACH10 R900I V4 USG W/20' ANT EU4B2G1SG90	EA	10,276.25	30,828.75
		SUBTOTAL			345,695.00
150		GATEWAYS			
160	9	NEPTUNE 13458-000 GATEWAY V4 CELLULAR (CDMA/GPRS)	EA	12,420.00	111,780.00
170	9	NEPT R900 GATEWAY RF ANTENNA 13146-100	EA	424.38	3,819.42
180	9	13070-100 OUTDOOR UPS SYSTEM	EA	4,000.00	36,000.00
190	9	5 YR. EXTENDED WTY 13727-001	EA	4,000.00	36,000.00
200	1	13147-000 EXT CELLULAR ANT KIT	EA	516.63	516.63
		SUBTOTAL			188,116.05
210		GATEWAY INSTALLATION			
220	9	GATEWAY INSTALL + MOBILIZATION	EA	52,525.70	472,731.30
		SUBTOTAL			472,731.30
230		SOFTWARE			
240	13404	14099-116 N360 AMI ANNUAL SUB	EA	2.48	33,241.92
250	1	N360 TRAINING CORE AND MAIN	EA	1,545.00	1,545.00
260	1	MY360 CUSTOMER PORTAL SETUP FEE	EA	3,862.50	3,862.50
270	1	14099-306 MY360 ANNUAL SUB	EA	12,750.00	12,750.00
280	1	14099-204 MY360 SSO SETUP	EA	6,437.50	6,437.50
290	1	14099-205 MY360 SSO ANNUAL	EA	1,931.25	1,931.25
300	1	14099-201 MY360 TRAINING	EA	1,931.25	1,931.25
310		METER WASHERS			
320	3000	3/4X1/8 THK RUBBER MTR WASHER	EA	0.12	360.00
330	3000	3/4X1/16 RUBBER METER WASHER	EA	0.10	300.00
340	3000	1X1/8 THK RUBBER METER WASHER	EA	0.16	480.00
350	3000	1X1/16 RUBBER METER WASHER	EA	0.12	360.00
		SUBTOTAL			1,500.00
		SUBTOTAL			63,199.42
360		METER BOXES			



Bid Proposal for City of Greenville

Bid #: 4025145

Seq#	Qty	Description	Units	Price	Ext Price
370	12250	DFW37C-12-1F DEEP MTR BOX W/ DEEP LID BLK W/AMR/AMI KO	EA	96.00	1,176,000.00
		MK: WATER METER			
380	364	DFW1730F-24-1F DEEP	EA	322.23	117,291.72
				SUBTOTAL	1,293,291.72
				SUBTOTAL	5,319,823.49



Bid Proposal for City of Greenville

Bid #: 4025145

Seq#	Qty	Description	Units	Price	Ext Price
400		INSTALLATION COSTS			
420		MOBILIZATION			
430	1	MOBILIZATION CHARGE	EA	1,500.00	1,500.00
440	13404	METER GPS PER CONNECTION	EA	1.75	23,457.00
		SUBTOTAL			24,957.00
450		NEPTUNE METER INSTALLATION			
460	1154	RETROFIT REGISTER INSTALLATION	EA	42.00	48,468.00
470	11226	NEPTUNE 5/8 X 3/4 METER INSTALLATION	EA	62.00	696,012.00
480	1110	NEPTUNE 1" METER INSTALLATION	EA	80.00	88,800.00
490	94	NEPTUNE 1-1/2" METER INSTALLATION	EA	300.00	28,200.00
500	270	NEPTUNE 2" METER INSTALLATION	EA	375.00	101,250.00
510	48	NEPTUNE 3" METER INSTALLATION	EA	1,900.00	91,200.00
520	16	NEPTUNE 4" METER INSTALLATION	EA	2,000.00	32,000.00
530	20	NEPTUNE 6" METER INSTALLATION	EA	5,500.00	110,000.00
540	3	NEPTUNE 8" METER INSTALLATION	EA	6,000.00	18,000.00
550	3	NEPTUNE 10" METER INSTALLATION	EA	9,700.00	29,100.00
		SUBTOTAL			1,243,030.00
		SUBTOTAL			1,267,987.00
		Sub Total			6,587,810.49
		Tax			0.00
		Total			6,587,810.49

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

April 01, 2025

Neptune Sole Source Letter

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

RE: Sole Source Neptune Letter

Dear Summer,

Neptune Technology Group, Inc has always valued the City of Greenville, Texas as a loyal customer. I want to clarify, Core & Main LP, formerly HD Supply Waterworks, is the sole, exclusive authorized Neptune Technology Group distributor for the State of Texas. As the sole source provider of all Neptune products, the City of Greenville can continue to depend on Core and Main for all of your metering needs. Please direct all Neptune product communication to Core & Main LP for local sales and support.

Regards,

Hunter Brown – S Texas Territory Manager
Email: hbrown@neptunetg.com
Cell: 334-415-2032

Automated Meter Reading (AMR) Conversion Notification

Dear Customer,

Starting in 2019, the City of Your City will initiate a comprehensive, multi-year water meter replacement program that will upgrade or replace approximately xxxx meters to an automatic meter reading [AMR] system. The purpose of this effort is to upgrade the City's water distribution system with an electronic reading capability and to replace meters that have served beyond their estimated useful lives. The target meter population includes all commercial and residential meters. This upgrade project is scheduled to take place in the upcoming years as budget permits. The following is an overview of the project including public outreach, benefits of the project and frequently asked questions. The City's Public Works Staff will complete the meter conversion. Each crew member working on the meter replacement project for the City Name, should have this logo visible on their vehicle.

OVERVIEW

The AMR system will allow meters to be read from radio receivers in moving vehicles. Water meters are the devices used to measure the amount of water delivered to our customers. Replacing old meters will ensure that the Your City can accurately track both individual usage for billing purposes and also monitor and assess community water demands.

PUBLIC OUTREACH

This letter is your initial notification of this program. In addition, a reminder notification will be provided through a door hanger in advance of your scheduled replacement. City workers will perform a courtesy "knock-on-the-door" notification at the time of installation.

COMMERCIAL ACCOUNTS

All commercial accounts will be contacted personally by a representative from the City to schedule a convenient time to complete your meter replacement. We are sensitive to your business water needs and we will do everything possible to minimize any potential service disruptions.

BENEFITS OF AMR TECHNOLOGY

- Improve the efficiency of meter reading and water billing
- Save staff time and fuel
- Prevent reading and recording errors
- Minimize the need for personnel to go on the property

- Ability to detect if a leak or backflow is occurring in your plumbing system
- Your patience throughout this important project is appreciated. If you have any questions or concerns regarding this project, please feel free to contact us on Monday-Friday from 8:00 a.m. to 4:30 p.m. at xxx-xxx-xxx

Sincerely,
Jane Doe
Public Works Director

FREQUENTLY ASKED QUESTIONS

Q: Are the new meters the same as the ones being replaced?

A: No, meters will be replaced with automated ones that transmit the meter readings to a mobile device. These automated meters eliminate the need to obtain readings directly from the meter and therefore improve the efficiency and lower the cost of the meter reading program.

Q: Why do we need to replace the meters?

A: As with any measuring device, meters can become less accurate as they age. Water meters have a useful life of approximately 15 years after which the accuracy will diminish.

Q: Who will install the meters?

A: Name of Installation Staff will replace or upgrade approximately XXXX water meters throughout City Name beginning in 2019. The work crews will be driving trucks with the List Name logo.

Q: Will my water service be interrupted during the installation?

A: Yes, there will be a temporary service interruption, typically about 15 to 30 minutes, while the meter is replaced. Customers will be notified in person prior to the installation of the new meter. City workers will perform a courtesy "knock-on-the-door" notification at the time of installation.

Q: Do I need to be home for the meter replacement work?

A: No, you do not need to be home. The majority of the work will be performed Monday-Friday between 8:00 a.m. and 5:00 p.m. However, crews might work some Saturdays to expedite the installation of the meters.

Q: How much will the meter cost me?

A: There is no charge for the new meter.

Q: Will my water bill increase?

A: Not necessarily; however, as meters age, they tend to run slower and lose accuracy over time. Depending on the age and accuracy of your existing meter, your bill could change based on the consumption associated with the new meter. The new meters will simply record consumption more accurately.

Q: What if there is a leak at the meter or any problem after the meter is replaced?

A: Please call Public Works at xxx-xxx-xxxx. After hours, holidays and weekends please contact the City Name and number and a crew will be dispatched.

City of Frisco-42,000 endpoints (Customer since 2000)-AMI R900iV4

Contact: Kevin Grant-Operations Manager

(972) 292-5853

kgrant@friscotexas.gov

City of Lucas- 2847 endpoints R900i V4 T-10's (Existing Neptune AMR migrating to AMI)

Contact: Jeremy Bogle-City Manager

(469) 628-8586

jbogle@lucastexas.us

City of Pflugerville-25,000 endpoints (Customer since 2002)-AMR Migrated to AMI R900iV4

Contact: Max Walther (Utility Superintendent)

(512) 990-6408

maxw@pflugervilletx.gov

City of Pasadena-35,000 endpoints AMR Migrated to R900i V4 AMI

complete change-out in 1999-2000 Updated in 2020-2022

Contact: Sylvia Mourtakos (Utility Billing Manager)

(713) 475-7857

smourtakos@pasadenatx.gov

City of San Angelo-46,000 endpoints

Completed Change-out in 2008-2009 Updated in 2024-2025

Contact: Petra Trevino (Customer Service Manager)-325-657-4510

Petra.trevino@cosatx.us

RERESOLUTION NO. 25-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE PURCHASE AND INSTALLATION OF NEPTUNE ADVANCED METERING INFRASTRUCTURE (AMI) METERS, CELLULAR GATEWAYS, TOWERS, OFFICE SOFTWARE, COLLECTION EQUIPMENT, AND MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville's Meter Division has been changing out our current positive displacement meters with Neptune AMI meters for a pilot program to test the functionality of an automated meter and its consumption recording capabilities. and

WHEREAS, due to the success of the pilot program, which allows the city to provide hourly reads to customers and GEUS, identifying higher consumption and allowing for historical data, which is beneficial to both the customer and GEUS; and

WHEREAS, Core & Main, is the sole, exclusive, authorized Neptune Technology Group distributor for the State of Texas; and

WHEREAS, the City Council has determined that authorizing the purchase and installation of Neptune Advanced Metering Infrastructure (AMI) meters, cellular gateways, towers, office software, collection equipment, and maintenance services from sole source supplier Core & Main is consistent with the best interests of the citizens of Greenville.

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

SECTION 1. Funds will be moved from Core & Main PW2401 New Water Treatment Plant (South) (216-2-436200-55002-0000 IMPROVEMENTS) to New Project PW2501 AMI Meter Project (216-2-437200-55002-0000 IMPROVEMENTS). Core & Main LP, formerly HD Supply Waterworks, is the sole, exclusive authorized Neptune Technology Group distributor for the State of Texas as a sole source provider.

SECTION 2. The City Manager is authorized to execute documents related to the purchase and installation of Neptune AMI meters, cellular gateways, towers, office software, collection equipment, and maintenance services with Core and Main.

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 effect immediately.

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

April 22, 2025

Agenda Item No. 8B

Contact: Euriah Brown, Human Resource Director

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

Contact Phone: (903)457-3113

Subject: Consideration and action on a resolution authorizing an agreement with HRchitect to rebuild and re-implement the UKG Ready HRIS and Payroll system. (*Euriah Brown, Director of Human Resources*)

1. Background/History:

In August 2021, the City of Greenville contracted with Ultimate Kronos Group (UKG) to implement a new city-wide Human Resources Information System (HRIS) and Payroll system. The implementation process proved difficult, requiring multiple revisions and setbacks. The third-party vendor recommended by UKG failed to provide the support and service necessary for a successful deployment. As a result, the City has only been able to activate two of the eight modules purchased—and even those two are still not fully functioning as intended.

2. Findings/Current Activity

To gain deeper insight into others' experiences with UKG, a brief survey was conducted among cities in the Dallas/Fort Worth metroplex. Key contributors included HR representatives from the cities of Frisco, Mansfield, and Bedford. Frisco and Mansfield were using UKG Pro, while Bedford—like Greenville—was using UKG Ready. While all three cities praised the system's functionality, they unanimously expressed dissatisfaction with the implementation process. Each reported that the system did not operate effectively until they hired a consultant to properly rebuild it. Frisco and Mansfield recommended Mosaic, a consulting firm specializing in UKG Pro. However, upon speaking with a Mosaic representative, HR Director Euriah Brown learned that the firm does not support UKG Ready. Mosaic referred the City to HRchitect, a consulting firm that specializes in rebuilding UKG Ready. Several productive meetings were held with HRchitect.

3. Financial Impact/Account No.

This item was not budgeted for the current fiscal year. To fund this \$87,000.00 the expense account would be 100-1-413200-54101-0000 PROFESSIONAL SERVICES and a budget transfer would be performed.

The budget transfer would come from leftover funds identified from the 2023-2024 CIP

list where \$100,000.00 was initially transferred from the General Fund through the capital project funding process for Downtown Parking Lots. This Downtown Parking Lots project was funded at the time via \$100,000.00 from the Tourism Fund (113) and \$100,000.00 as mentioned from the General Fund (100). Overall to complete that project only \$10,000.00 of the General Fund amount was utilized and then left in the General CIP Fund (160) fund balance at the end of the fiscal year. This \$87,000.00 amount would be transferred back to the General Fund to increase the budget of 100-1-413200-54101-0000 PROFESSIONAL SERVICES account by this amount.

4. FY 24-25 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 approval of a contract with HRchitect to rebuild and re-implement the UKG Ready HRIS and Payroll system for a contracted price of \$87,000.

Statement of Work: COG-001

This UKG Implementation Statement of Work No. VCOG-001 ("SOW") describes the work to be provided by HRchitect (the "Services") to the City of Greenville, TX ("Client") under the terms and conditions of the Master Services Agreement ("MSA" or "Agreement") between Client and HRchitect following this Statement of Work.

HRchitect Client Success Manager	Additional HRchitect Contacts
Erica Niesse EVP of Global Services 8811 Teel Parkway, Suite 100-5309 Frisco, Texas 75035 Phone: 404.317.8700 Fax: 214.619.0889 Email: eniesse@hrchitect.com	<u>Invoicing</u> Erin Cavender - Finance Department Phone: 214.395.0657 - Fax: 214.619.0889 finance@hrchitect.com <u>Account Manager</u> Keith Martin – Public Sector Account Executive Phone: 678-848-1646 kmartin@hrchitect.com
Client Project Sponsor	Client Billing Contact (if different from Project Sponsor)
Name : Title: Street Address: City, State, Zip Code Phone: Email:	Name Title Street Address City, State Zip Code Phone: Email: AP Email:
Project ID: COG-001– UKG Ready Implementation Services	

UKG's #1 Services Partner based on Key Performance Indicators (KPIs) for success, number and quality of client reviews, and the ONLY 5x Winner of the annual partner of the year award - UKG has stated, "HRchitect is the gold standard by which all other partners are measured."

Check out our page on Raven Intelligence for hundreds of reviews of the incredible work our top-rated UKG team does → [HRchitect: \(ravenintel.com\)](https://ravenintel.com)

1 SERVICES TO BE PROVIDED/ASSUMPTIONS

HRchitect shall provide Client with professional services ("Activities") as defined in Section 2 below, for an UKG system implementation that encompasses the following modules:

Modules in Scope	UKG Ready • HR/Onboarding • Payroll • Payroll Services with SmartCheck • Timekeeper • Accruals • Attestation • Integration Hub • ACA • Recruiting/Talent
Go live Date	Within six (6) months after kick-off
Big Bang or Phased Approach	Phased
HR/Payroll Integrations In scope	Schedule Import/Export Punch Import/Export Demographic Import/Export Accruals import/export 401k Import 4 Carrier Feeds • Client is responsible for any connectivity and file transfers (i.e., integration development work) to other internal locations and to any third party vendors unless identified as utilizing UKG Data Exchange Services (UDES). HRchitect is responsible for development work specifically to import and export data into and out of the UKG platform. Any development work needed to import or export data into and out of external systems is the responsibility of Client. • Each direction and specific data movement to/from any 3rd Party/Vendor Applications and UKG are considered a separate integration. The customer is responsible for ensuring import files to UKG are in the standard UKG Ready format and utilizing UKG Ready's standard delivery method. Customer will work with HRchitect and 3rd Party/Vendor to facilitate attaining pre-requisites, design, testing, and validation. Integration Pre-requisites: • Customer Contact Information • 3rd Party/Vendor Contact Information • 3rd Party/Vendor File Specification Documentation

	• 3rd Party/Vendor Credentials All integration pre-requisites must be received within 6 weeks of Integration discovery start. Any integrations without pre-requisites after this timeframe will be considered out of scope for the project. ▪ Note: Client-side support resource can assist with connection support on the UKG side of the application if that is included in the scope of services
UKG Ready HR	10 Custom Workflows 10 Custom Checklists 10 HR Documents and Forms • Core employee demographics • Onboarding • Checklists • Personnel management • Workflows • HR documents & forms • Incident tracking • Certification / Credential • Asset management • Compliance reporting • Standard reporting • HR Admin Training
UKG Ready Payroll	3 Pay Period Profiles 2 Parallel Tests 2 Default Banks GL Setup • Company Tax Setup • Company Deduction Types • Company Earnings Types • Workers Compensation Types • Standard Dashboard widgets • Standard Notifications • In House Check Printing • Vendor Payments • Payroll Admin Training
UKG Ready Payroll Services	• Election of Services • Confirmation of funding • Testing of funding bank account • Tax ID, Frequency and Rate • Balancing Current year payroll tax payments

	• Collection of POA forms • Delivery policy configuration • Shipping account authorization and configuration • Confirmation Multistate new Hire • Master vendor maintenance • Payroll Processing Notifications • Tax Code Configuration • Verification Reporting • UKGPS Administrator Training
UKG Ready Attestation	10 Employee Prompts with Workflows in Scope 3 Workflows in Scope • Configurable questions and responses choices • Automated notification and reminders • Several employee prompts with workflow
UKG Ready ACA	• Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA (full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability (Requires UKG Payroll) • Settings for minimum value plan (Requires UKG HR) • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data of employee hours for look back in a standard UKG-supplied format
Ready Timekeeper	• Timesheets • Time Off Requests • Pay Calculations • Pay Prep • Security • Points • Rate Table • Holiday Table • Manager Levels

Ready Accruals	Adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through: • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires Timekeeper) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires Timekeeper) • Visibility to projected balances • Automatic balance reduction (requires Timekeeper or Payroll) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard UKG -supplied format • Configure Accruals profiles and assign them to employees
Ready Recruiting	5 Workflows 5 Checklists Provides proactive administration of your Recruitment strategy across the UKG Ready solution through: • Applicant Configuration • Applicant Administration • Job Requisitions • Workflows • Checklists • Tracking/recruitment custom forms** • Talent tracking: training, skills, certifications • Communication and Notification templates** • Standard reporting
Data Conversion	1 Masterfile Data load in scope One time data load of benefit enrollments • Client is responsible for providing conversion data in the format identified by HRchitect as well as any data cleansing activities, with assistance from HRchitect. • HRchitect will successfully convert the employee Masterfile after which point Client is responsible for maintaining employee Masterfile data. • Once the UKG employee level data is converted, Client will maintain it in UKG Ready.
Additional Integration	HRchitect will provide integration support and services (develop and test) for seven additional integrations
Historical Data Conversion	Not in scope

Project Assumptions

- The entire deployment will be conducted in U.S. English, and all HRchitect resources are located in North America.
- Client is committed to standardize business and operational processes where possible to streamline configuration and the overall implementation.
- UKG will be responsible for establishing the SaaS technology environment to support the UKG Human Capital Management Solution.
- HRchitect will perform the Implementation of the UKG HCM platform as per Client's requirement documents/workbooks.
- Client will utilize the Launch Implementation Methodology as defined in this SOW.
- Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.
 - UKG' training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in the deployment methodology. Client's project team members will attend all necessary UKG training courses.
- Depending upon the preparation and engagement of your organization, there may be opportunities to complete the project in a compressed duration. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, HRchitect may issue a change order to ensure the appropriate budget is available.
 - HRchitect and Client management support will be readily available to resolve issues to avoid negative impact on the project schedule and/or cost.
 - Client will dedicate knowledgeable resources to the project. Availability of key Client resources will impact the project schedule and may result in a project change request (PCR).
 - Any relevant organizational changes due to acquisitions, divestitures, changes to business units, or other organizational changes that occur during the course of the project will be evaluated and any potential impact on the project, such as scope, timeline, and cost, will be assessed. A Project Change Request (PCR) may result.
- Client will complete tasks as indicated in the roles and responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates.
- Client will be responsible for any changes made to legacy Client applications resulting from the implementation of the UKG HCM platform.
- Client will ensure internal and external systems are available for development/testing/production cutover as per the Project Plan dates.
- Customizations are not in scope. A customization is defined as any system change that extends the application beyond what is available within the delivered software.
- Implementation includes testing support from HRchitect to effectively ensure that all pay cycles are working correctly prior to Go Live.
- Travel expenses are not included in this estimate. Actual travel costs will be billed to the Client.
- Client will be responsible for managing all third party resources (e.g. those individuals or entities that may provide input to, have dependencies on, or impact by this implementation) and ensure that they are available to provide input in a timely manner.

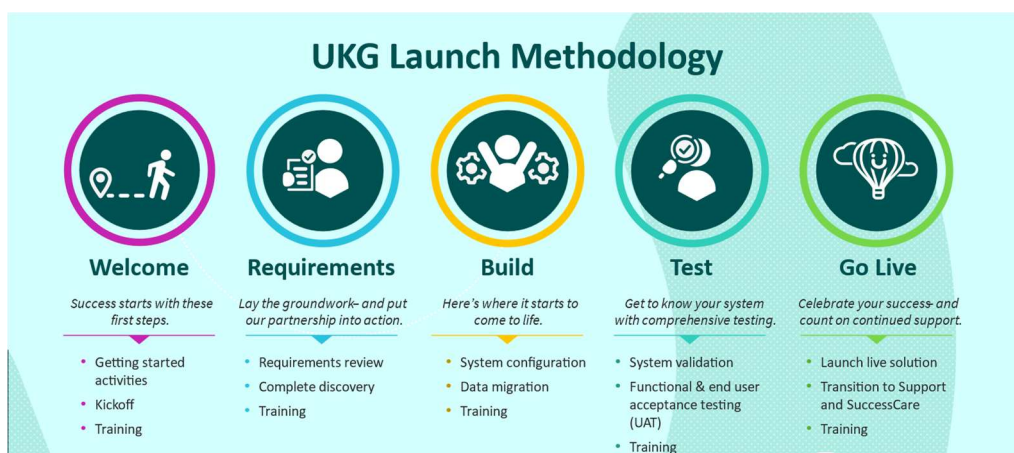
- All UKG services end when the agreed upon scope of services is completed or expire 12 months after the Effective Date of the Agreement, whichever comes first. If additional services are required, they will be contracted separately. This project assumes one phase to implement and deploy all modules.
- All ongoing maintenance of custom reports created during the implementation project will be the responsibility of Client.

2 IMPLEMENTATION SERVICES

HRchitect utilizes UKG's Launch methodology which provides proven and repeatable processes that enable project teams to measure progress and results and offers a solid knowledge transfer from UKG Consulting Partners to the Customer. It is supported with standard tools, templates and proven training paths that deliver a successful Launch. HRchitect partners with the Customer throughout the Launch process performing tasks such as a business requirements analysis through discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.

With UKG Launch, HRchitect uses its proven methodology to provide training and Launch services to deploy the UKG HCM platform. Launch services will be delivered as described in this document.

1. Introduction to UKG Launch Services



Deployment Strategy

The deployment of the Application(s) is a collaborative endeavor. HRchitect will work with Client to determine the most logical and efficient deployment plan of the Application(s) based upon, Application(s) purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Client's business objectives.

Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition Client's existing human

capital management and workforce management (if applicable) functions from Client's legacy provider to the Application(s). UKG's deployment methodology includes the following phases:

Launch Phase	Description
Welcome	Preliminary preparation involves four basic elements: HRchitect's internal readiness and team assignments, client preparation, a project team initial kick off meeting and Application(s) access.
Requirements	HRchitect will perform a discovery process by interviewing the Client's subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow HRchitect to determine the best fit between the Client's business requirements and the UKG Application(s). A project timeline will be provided once requirements have been collected.
Build	This phase is designed to configure Client's Application(s), build interfaces, and migrate employee data into UKG Ready Pay and People Center from legacy system. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.
Test	Testing involves functional testing and user acceptance testing for the applicable Application(s); including, but not limited to, parallel testing, dual maintenance, and validation.
Go-Live	This phase consists of HRchitect assisting the Client with the first live processing, the rollout of the Application(s) and transition to support.

2. Roles and Responsibilities in the Deployment Life Cycle

A successful UKG Launch assumes Client participation throughout the deployment life cycle as referenced in the *Roles and Responsibilities* sections of this document. HRchitect and the Client's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities. If there is a check under HRchitect and Client columns, this means the task is a shared responsibility with the HRchitect having primary responsibility to lead the task to completion.

Project Management	HRchitect	Client
Review the scope of services with Client including contract documents and resource assignments	√	√
Manage HRchitect team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline	√	
Manage Client team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline		√
Create status reports and facilitate status calls with project team	√	
Partner together to identify, manage, and resolve project issues	√	√
Provide Client communications and general project-related management activities	√	
Create change management and training for managers and employees		√

Welcome Phase	HRchitect	Client
Provide Client access to the Application(s) as contracted in the Order	√	
Share project goals and success criteria with HRchitect project team		√
Participate in the kick-off meeting	√	√
Assist in defining necessary Client resources and a training plan as part of the project plan	√	
Key project resources attend recommended training course(s) throughout implementation		√

Requirements Phase	HRchitect	Client
Gather all available policy, procedure documentation, and business use cases to complete the data collection process		√
Describe the expected solution, business processes, and business rules for all employee groups in scope during requirements meeting(s)		√
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		√
Lead meeting(s) to gather business requirements and document configuration needs	√	
Provide Client with a detailed project plan	√	

Build Phase	HRchitect	Client
Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration	√	√
Share data translations and field mapping specifications for all required fields in the UKG import templates for data conversion	√	
Provide source data for production processing in the UKG approved import template formats		√
Review and approve imported data according to the agreed upon schedule		√
Create interfaces as defined during the Requirements phase of Launch	√	
Supply technical support required for system integration and data conversion	√	√
Complete all administrative training through Learning Center in the UKG Ready Application		√
Create a plan for manager and end-user training		√

Test Phase	HRchitect	Client
Complete interface data validation	√	√
Perform functional/user acceptance and system testing	√	√
Execute manager and end-user training		√

Go-Live Phase	HRchitect	Client
Provide production support and post-live support for transition to UKG's Global Support team	√	
Perform project wrap-up activities, including closing open issues	√	√

3. Deliverables

Below are the key project deliverables and related acceptance criteria that HRchitect will deliver in each phase of the implementation.

Deliverable	Activity	Acceptance Criteria
Welcome Phase		
Aligned expectations	HRchitect will transition the Client project from Sales to Services	Client confirms project expectations aligns with Sales order
Project team transition	HRchitect will assign the Launch team to the specifics of the project	HRchitect and Client prepare project for engagement with the Launch team
Requirements Phase		
Detailed Project Plan	HRchitect will refine and update the initial project plan	Client receives and accepts the detailed project plan
Project Requirements Document	HRchitect will provide Project Requirements Document	Client receives and completes SOC (System and Organization Controls) sign off on the Project Requirements Document in UKG Ready

Completed Integration Specifications Document(s)*	Client will review Integration Synopsis Document(s) with UKG	Client reviews the document(s) prior to development of interface(s)
Build Phase		
Application(s) Configuration	HRchitect builds Application(s) based on Requirements Document	HRchitect completes internal testing prior to hosting Build Review Call(s)
Build Review Call(s)	Client to attend Build Review Call(s) hosted by HRchitect	Client confirms the system is built according to the Requirements Document
Completed imports of all applicable employee data	Client will review imported data with HRchitect and perform data validation	Client confirms the system is built according to the Requirements Document
Completed Integration Development*	HRchitect completes the development of applicable integration(s) based on the approved Integration Synopsis Document(s)	HRchitect completes internal testing and validation prior to moving to Client/3rd party testing and validation
Test Phase		
Complete Payroll Compare for 1st Test Parallel. Provide issues resolution for 1st parallel compare	Client will participate in parallel testing and validate results	Client confirms that all parallel testing results are accurate, and issues are resolved
Complete Payroll Compare for 2nd Test Parallel. Provide issues resolution for 2nd parallel compare	Client will participate in parallel testing and validate results	Client confirms that all parallel testing results are accurate, and issues are resolved
Complete Application Testing for UKG Ready	Client will participate in Application testing and review results	Client confirms that all testing is accurate through SOC (System and Organization Controls) sign off in UKG Ready
Completed Import of Check History, Balances, and all other Go Live Relevant Imports	Client review imported data with HRchitect and perform data validation	Client confirms that all imported employee data is accurate
Completed Internal and External Testing of Integration(s)*	Client will partner with external vendor(s) if applicable to complete all functional testing	Client confirms that the integration(s) is working as designed. HRchitect will schedule and deploy based on this confirmation

Go Live Phase		
Live Punching/Processing of UKG Ready	Client will confirm decision to go live prior to Application's target active date or when system is ready for active use	Client completes SOC (System and Organization Controls) sign-off for relevant Application(s) in UKG Ready

**Note: Financial based integrations (e.g., 401k export) are provided in alignment with go live. All other interfaces are delivered as available.*

4. Training

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Client's business processes.

HRchitect's training model includes a role-based learning plan. Each role within Client's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures the Client's team members are trained on the processes they will use in their day-to-day interactions with the Application(s).

The timing of this training is key. HRchitect aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Client's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (e.g., Managers and Employees) use a train the trainer model for learning. Client is responsible for train-the-trainer learning for their managers and employees unless otherwise defined in the *Launch Guidelines/Assumptions* section of this document.

Core Training	UKG Delivered Value Includes Access To:
Administrator and Super User Training	- Learning Center, UKG Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but are not limited to: - Interactive self-paced, on-demand modules "How to" videos and snippets - Printable job aids - Recommended learning plan(s) aligned to each user's roles within UKG Ready - Online, public instructor-led class(es) "Train the Trainer" enablement and materials - Editable templates and tools to be leveraged by the administrators to deliver manager and employee training Manager and employee-focused job aids for common tasks within UKG Ready

Change Management and User Adoption Training	• Change management training for the project team on building a change management plan for Client's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Client's change management plan
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5. Project Team Composition

Resource allocation and commitment are key drivers for successful Launch. The project team is assembled using team members from Client and HRchitect. Client hereby authorizes access by UKG and HRchitect to the Client information necessary to perform such services. This may include access to Client's Confidential Information. HRchitect is subject to the confidentiality and security provisions of this Agreement and UKG will be responsible for the actions of its Certified Partners. Prior to the end of the project, an ongoing support team will also be introduced.

The project team is comprised of experienced industry experts specializing in specific areas of the Launch project. The typical team roles and key responsibilities are listed below:

HRchitect UKG Team Resource	Key Responsibilities
Services Manager	• HRchitect Project Sponsor • Gains commitment for all project resources
Project Manager	• Primary point of contact • Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develops and manages project schedule • Identify and develop project risk mitigation plan • Communicates overall project status and provides project reporting • Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution
System Consultants	• Primary UKG resource and functional expert • Your day-to-day point of contact for all UKG related service requests
Integration Analyst	• Responsible for integration file creation and delivery • Works together with 3rd Party vendors to determine requirements for file automation; initiates and manages the setup of data exchange services

Client Team Resources	Key Responsibilities
Executive Sponsor	• Client Project Sponsor • Gains commitment for all project resources • Provides executive-level support to the project team. • Ensures that the needs of the project team are well represented and met by the steering committee.
Project Manager/Lead	• Primary Point of Contact • Responsible for achieving project objectives by coordinating with Client project resources on the timely completion of project tasks • Communicates overall project status and provides project reporting to Client Steering Committee if applicable • Serves as Client's initial point of escalation for all project related issues and coordinates activities needed for resolution • Channels the team's activities toward application configuration and executing the project.
Subject Matter Expert	• Client's primary representative and designated decision maker in the area of Workforce Management
System Admin/Owner	• Client's primary resource for system configuration, system knowledge, and application security.
Technical Resource	• Client's primary resource for technical issues related to data conversion, integrations and security.

Project Change Requests: Services outside of the scope of this SOW or the UKG Launch Overview Document shall be identified to Client in a Project Change Request ("PCR"), with the associated fee for such Services, and the parties will mutually agree to and execute in writing a Project Change Requests prior to the performance of such Services. Likewise, no Service set forth in this SOW will be waived until and unless such Service and waiver is set forth in a Project Change Request mutually agreed to and executed in writing by the parties.

3 EXPENSES, FEES, PAYMENT SCHEDULE & BILLING

3.1 TRAVEL EXPENSES

Client will be billed for at-cost travel expenses. Client shall be invoiced for travel time at HRchitect's current rate for travel time (currently \$150/hour) for each inbound and outbound trip.

3.2 TOTAL FIXED FEE FOR IMPLEMENTATION SERVICES

Total fixed labor fee: \$87,000 (non-inclusive of travel-related costs and optional items)

Total fixed fee includes 30-days of Limited Post Go-Live Support effective from the date of Go-Live. HRchitect recommends the purchase of a Post Go-Live support package (see Optional Items below).

3.3 PAYMENT SCHEDULE FOR IMPLEMENTATION SERVICES

Commencement: \$26,000

Due upon contract signing. Only labor fees will be applied against this payment on HRchitect invoices. Commencement Payment must be received before work on the project can begin.

Remaining Invoicing Schedule:

HRchitect shall submit subsequent invoices upon completion of each of the following phases as shown below:

	Milestone	Fee
	Commencement	\$26,000
	M1: Kickoff Meeting & Project Plan Complete	\$15,000
	M2: Requirements Gathering Complete	\$15,000
	M3: Configuration of Ready Complete	\$12,000
	M4: UAT Complete	\$10,000
	M5: Go live	\$9,000
	Total Fees (including commencement)	\$87,000

Optional items not included in the above costs (see Appendix B for a description of services).

Optional Item	Cost	Elect?
Change Management – Silver Level	\$35,000	☐
Change Management – Gold Level	\$60,000	☐
Change Management – Platinum Level	\$99,500	☐
Client-side Project Management & Subject Matter Expertise	\$175/hr	☐
System Assessment	\$12,500	☐
Pre-Implementation Planning/Project Readiness – Phase 0	\$15,000	☐
Concierge Managed Post Go-Live Support – Bronze Package (up to 50 hours)	\$9,000	☐
Concierge Managed Post Go-Live Support – Silver Package (up to 100 hours)	\$16,500	☐
Concierge Managed Post Go-Live Support – Gold Package (up to 200 hours)	\$30,000	☐
Concierge Managed Post Go-Live Support – Platinum Package (up to 300 hours)	\$42,000	☐
Concierge Managed Post Go-Live Support – Titanium Package (up to 500 hours)	\$65,000	☐
Concierge Managed Post Go-Live Support –Diamond Package (up to 1000 hours)	\$115,000	☐
People, Process, & Operations Assessment (PPOA)	\$55,000	☐
System Administrator Training	\$4,500	☐
System Administrator Training & Train the Trainer	\$9,600	☐
End User Training	\$16,800	☐
Integrations	\$4,000 per	☐

3.4 SYSTEM HEALTHCHECK

As a value-added service (**valued at \$9,500**) that complements our “Client for Life” culture here at HRchitect, we want to ensure that your organization is maximizing your use of the UKG platform and getting the expected return on your investment. To that end, we will perform a free Healthcheck on your implementation one-year from date of Go-Live.

Over the course of time, process changes, new configuration needs, additional HCM products, and the like can necessitate some changes be made to your system. HRchitect will work with you to ensure that your system is configured in a way to meet your changing needs. During the UKG System Healthcheck service, HRchitect will perform an assessment of your current UKG configuration and utilization to identify optimization opportunities.

Activities performed during the system Healthcheck include:

- One (1) day system walk-through and analysis session to assess current system configuration and comparison to company process, industry-leading practices and identification of areas for improvement
- Delivery of a Healthcheck report identifying findings and recommendations of proposed next steps

3.5 SOW VALID PRICE PERIOD:

The fees outlined in this SOW are valid for 30 days from the date provided to the Client.

Acknowledgement

EACH PARTY HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICIALS AS OF THE FIRST DATE SET FORTH ABOVE.

Agreed to:

City of Greenville, TX

Agreed to:

HRchitect, Inc.

By: _____

Authorized signature

Title:

Name (type or print):

Date:

By:

Authorized signature

Title: President & CEO

Name (type or print): Matt Lafata

Date:

By signing above; Client hereby appoints HRchitect as its representative to support the implementation. By signing this SOW, Client is allowing HRchitect's assigned project team to access the UKG system and will provide a copy of the Client's SaaS agreement with UKG. HRchitect only assigns certified consultants of UKG to a client's project and will be the only resources on the HRchitect team accessing your system and data. HRchitect's access to your UKG environment will expire 30 days following go live and following the transition to UKG support. The Client agrees to provide the Consultant with the necessary access to the UKG (Ultimate Kronos Group) system. For Workforce Management (WFM), this includes the creation of an Admin account with the required access. For HR, Payroll, Benefits, and Talent modules, the Client must complete a Partner Access form. The Client acknowledges that timely provision of such access is crucial for the Consultant to deliver the agreed-upon services effectively and within the specified timeframe.

Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into and made effective on _____, 2025 (the "Effective Date") by and between HRchitect, Inc., a Texas corporation having a principal place of business at 8811 Teel Parkway, Suite 100-5309, Frisco, TX 75035 (herein referred to as "HRchitect") and

Name: City of Greenville, TX
Address:

(herein referred to as "Client"). Together, HRchitect and Client are referred to as "the parties". Whereas, HRchitect wishes to provide consulting services under the direction and supervision of the Client in accordance with the terms and provisions in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between HRchitect and Client as follows:

- 1. Services; SOW** - HRchitect will perform certain consulting services on an as needed basis for Client as are more particularly set forth on that certain statement of work by and between the parties dated as of _____, 2025 and each additional written statement of work (each a "SOW") signed by the parties thereafter, if any (collectively, the "Services"). The Services, work location, Fee (as defined on Schedule A), and duration of the Project(s) (as defined in the applicable SOW) will be set forth in each SOW. Each SOW is hereby incorporated into and shall be considered part of this Agreement. In the event that there is a conflict between the terms of this Agreement and any SOW, the terms of such SOW shall control.
- 2. Invoicing and Payment** – Client shall pay HRchitect for the Services pursuant to the invoicing and payment terms set forth on Schedule A attached hereto (the "Payment Terms").
- 3. Taxes** – Client shall pay all taxes or duties, fees or governmental charges, however designated, (including personal property taxes, sales taxes, use taxes and customs duties, but not including any corporate excise taxes assessed against HRchitect) arising from, or based upon any Services provided under this Agreement.
- 4. Personnel** - All personnel including employees, contractors, and agents ("Professionals") supplied by HRchitect shall be considered HRchitect's Professionals. HRchitect shall be responsible for payment of any applicable salaries (including the withholding or payment of all payroll or income taxes), employee benefits, worker's compensation, disability benefits and the like for such Professionals.
- 5. Working Arrangement** - Client shall provide HRchitect with reasonable access to Client's work location(s), Internet, servers systems, and computer machine time as are necessary to perform the Services. Client further shall provide HRchitect with all materials and other services, which have been agreed to in connection with the performance of the Services on the applicable SOW or otherwise in writing.

- 6. Non-Solicitation Practice** - Client and HRchitect agree not to directly solicit or recruit any Professionals from each other during the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement unless agreed to in writing by both HRchitect and Client.
- 7. Limited Warranty** - HRchitect warrants the Services will be performed by qualified Professionals conforming to generally accepted practices within the relevant industry. Any work produced by HRchitect that is determined by HRchitect and Client to not conform with the requirements set forth on the applicable SOW will be corrected by HRchitect without additional charge. Client must request HRchitect to review such work within thirty (30) days after the invoice date for such work. Following such thirty (30) day period, such work shall be deemed accepted by Client. This warranty is limited to rework of work product without change based on the original requirements set forth on the applicable SOW. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY HRCHITECT AND ARE HEREBY DISCLAIMED BY CLIENT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8. Limitation on Liability** - HRchitect's liability with respect to this Agreement is limited to the total fees paid to HRchitect for products or services provided herein. HRCHITECT SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS OR DAMAGES TO CLIENT'S WEBSITES, SYSTEMS, DATA, OR DATA STORAGE WHATSOEVER, EVEN IF SUCH LOSSES, CLAIMS OR DAMAGES ARISE FROM HRCHITECT'S PERFORMANCE OF THE SERVICES, UNLESS SUCH DAMAGE ARISES DIRECTLY FROM HRCHITECT'S GROSS NEGLIGENCE. IN NO EVENT WILL HRCHITECT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, CURE OR INCIDENTAL DAMAGE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE.
- 9. Confidentiality and Nondisclosure** - From time to time during the term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") certain Confidential Information. The Receiving Party agrees that it will keep all Confidential Information about, concerning, or related to the Disclosing Party strictly confidential. The Receiving Party further agrees that it will not disclose such Confidential Information to any third-party, shall not use such Confidential Information for any purpose except in furtherance of this Agreement, and shall protect such Confidential Information from disclosure using the same or higher standards as the Disclosing Party uses to protect its own Confidential Information. The parties agree that Confidential Information shall be limited to disclosure within the organization of the Receiving Party to those Professionals, with a bona fide need to know such information as a necessary part of their contribution to the performance of the Receiving Party's respective obligations under this Agreement. For purposes of this Agreement, "Confidential Information" shall include account passwords, financial information, business affairs, marketing data, methodologies, software, existing and potential customer lists; and trademarks, know-how, patents, copyrights, trade secrets, and other intellectual property and proprietary information ("Intellectual Property"). "Confidential Information" shall not include (a) items that are generally available to the public, generally known in the industry, or exist in the public domain; (b) information that is learned from an outside source independent from the relationship established by this Agreement or was known prior to the entering of this Agreement; or (c) is required to be disclosed under applicable law. Upon the expiration or termination of this Agreement, the Receiving Party shall promptly return or destroy all

Confidential Information and copies thereof that it has received under this Agreement. This Paragraph 9 shall survive the termination of this Agreement.

- 10. Ownership and Work-for-Hire** - All Intellectual Property and inventions, work products and ideas ("Creations") which HRchitect owned prior to the Effective Date or are developed independently by HRchitect during the term of this Agreement (whether or not used on any Project) (collectively, "HRchitect IP") remain the sole and exclusive property of HRchitect. To the extent that any HRchitect IP is imbedded in the work product to be delivered in connection with the Services (the "Deliverables"), HRchitect hereby grants Client a world-wide, royalty free, nonexclusive license to use the HRchitect IP only in connection with the Deliverables. All Deliverables, including the Intellectual Property and Creations therein other than the HRchitect IP, which HRchitect develops which are paid for by the Client under this Agreement are to be considered "work-for-hire" and the property of the Client and by its signature hereon, HRchitect hereby assigns to the Client all of its right, title and interest in and to such Deliverables and further agrees to execute any other documents reasonably necessary to effect such assignment.
- 11. Assignment** – This Agreement shall not be transferred or assigned without prior written consent of both Parties, except that HRchitect may transfer or assign this Agreement to a successor or purchaser of all or substantially all of the assets of HRchitect who has agreed to be bound in writing by all of the terms and conditions of this Agreement without prior written consent of Client.
- 12. Term; Termination** – The term of this Agreement commences on the Effective Date and will remain in effect until the Services are completed by HRchitect and accepted by Client unless earlier terminated by either party as provided in this Paragraph. This Agreement is subject to termination by Client for any reason by giving two (2) weeks written notice. In the event of termination, HRchitect will be entitled all Fees and Expenses (as defined on Schedule A) for all Services provided and Deliverables furnished through the effective termination date. Following the Grace Period (as defined in Schedule A), HRchitect may immediately terminate this Agreement upon written notice to Client.
- 13. General** – This Agreement, which shall include all SOWs and schedules and exhibits attached hereto, may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by and interpreted under the laws of the State of Texas and the exclusive venue for any disputes between the parties to this agreement shall be in Collin County, Texas. This Agreement sets forth the entire understanding between the parties, is binding upon and inures to the benefits of parties hereto and their respective successors and permitted assigns and may be cancelled, modified and amended only by a written instrument executed by both HRchitect and Client. If two (2) or more entities are named herein as Client, their obligations shall be joint and several. This Agreement supersedes any and all previous conversations, understandings and agreements between the parties (whether written or oral), including any request for proposal or similar document and any responses thereto and the terms of any purchase order or invoice from Client, all of which are of no further force and effect. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of the Agreement will remain in full force and effect. Neither the failure nor any delay on the part of

either party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof. No claim or action, regardless of form arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen. Any communication or notice to be delivered hereunder, shall be delivered by hand delivery, certified or registered mail, return receipt requested, fax, or email to the address of the party to receive such communication or notice set forth in the opening paragraph of this Agreement or such other addresses as such party agrees to in writing. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. HRchitect is an independent contractor pursuant to this Agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party unless expressly provided herein.

[signature page follows]

EACH PARTY HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVES AS OF THE FIRST DATE SET FORTH ABOVE.

HRchitect, Inc

City of Greenville, TX

Printed Name: Matt Lafata

Printed Name:_____

Signature:_____

Signature:_____

Title: President & CEO

Title: _____

Date: _____

Date: _____

SCHEDULE A THE PAYMENT TERMS

Unless otherwise stated in the applicable SOW, the following payment terms shall apply to the Services:

1. **Fee** – In consideration for the performance of the Services and delivery of the Deliverables, Client shall pay HRchitect the fixed fee or hourly rate stated on the applicable SOW (collectively, the "Fee"). A premium rate of one and one half (1 ½) times the applicable Hourly Rate will be charged for Client authorized and requested hours worked on weekends and a premium rate of two (2) times the applicable Hourly Rate will be charged for Client authorized and requested hours worked on Client federally recognized holidays.
2. **Expenses** - All travel will be administered by the HRchitect travel department, utilizing HRchitect's travel policy and Client shall pay HRchitect for all reasonable travel, living and out-of-pocket expenses ("Expenses") incurred by HRchitect in connection with the Services provided by HRchitect, which shall be billed to Client at cost. HRchitect will submit time records, expense reports, and status reports. Submission is bi-weekly for hours worked and to request reimbursement of Expenses. Any expenses not submitted within ninety (90) days of when they occur will not be reimbursed.
3. **Invoices** – Unless otherwise stated in the SOW, HRchitect will submit a written invoice detailing the Services and Deliverables and associated Fee and Expenses payable to HRchitect on a biweekly basis. Client shall pay all undisputed amounts to HRchitect within thirty (30) calendar days of receipt of such invoice. Payments due under an invoice and not received by HRchitect within thirty (30) calendar days of the invoice payment due date (the "Grace Period") will bear a service charge of one and one-half percent (1 1/2%) per month of the invoice total or the maximum charge permitted by law, whichever is less, and HRchitect may exercise its right to terminate under the Agreement. Late fees may be invoiced to Client either as a separate invoice or as part of a future invoice.

APPENDIX A - HRCHITECT OVERVIEW

HRchitect was founded in 1997 and has remained a privately managed-owned and operated corporation with steady growth and stable operations. Unlike others in the ecosystem, HRchitect does not leverage subcontractors or offshore resources to perform professional services, and all work is performed by full-time employees of HRchitect. These consultants come from UKG, other consulting firms, or from practitioner roles where they were System Administrators of UKG. HRchitect maintains a client-centric approach, has a reputation for flexibility in our engagements, responsiveness in our communication, active listening, and for providing white-glove service to our clients. This is all part of what we like to call the HRchitect difference.

HRchitect has been involved in many of the most successful HCM implementations for all the major vendors, with a particular expertise around UKG. With HCM projects completed for thousands of clients across the globe of all sizes and industries over the past three decades, our experience is vast. We work in a very collaborative manner so as to constantly share information and bring in specific resources as needed to ensure successful and on-time implementation while reducing project risk.

HRchitect is a UKG preferred partner and the only five-time winner of the UKG Services Partner of the Year award.

HRchitect has experience with the entire UKG product line, including all modules of UKG Pro, UKG Pro Workforce Management (formerly known as Dimensions), UKG Ready, and UKG Telestaff. This experience includes pre-implementation planning, project management, implementation services, client-side subject matter expertise during implementation, change management, process analysis/redesign, training, reporting, data conversation, integration consulting, testing services, merger and acquisition assistance, and day-to-day post-live concierge managed support services.

**Only 5X Services
Partner of the Year**

Services: System Integrators



HRchitect

HRchitect is UKG's longest-tenured partner. HRchitect had established partnerships and professional services practices with both Ultimate Software and Kronos prior to their merger working with these platforms/firms since 2006. Over the past 27 years, HRchitect has worked with hundreds of UKG clients globally to effectively implement, optimize, and support the system, driving efficiency and ROI for our clients.

Raven Intelligence - HRchitect is a proud partner of Raven Intelligence, an independent 3rd party company that specializes in customer reviews in helping select the best Consulting partner for their HR software project and ensure success. **As the #1 ranked partner, HRchitect has received so many**

incredible reviews and comments from clients and currently has an astounding 4.9 out of 5 with over 310 reviews (more than any other partner) and a 9.38 out of 10 in average partner satisfaction compared to the industry average of 8.29.

Check out our page on Raven Intelligence for hundreds of reviews of the incredible work our UKG team does
→ [HRchitect: \(ravenintel.com\)](https://www.ravenintel.com)

Recent Recognition

In addition to being recognized five times as UKG's Partner of the Year, HRchitect is proud to have received several prestigious awards and certifications. We believe this recognition is a testament to the quality of our consultants and the culture at HRchitect, which feeds into our team's enthusiasm and dedication to their day-to-day work, ultimately benefitting HRchitect's clients.

- [Great Place to Work: USA](#)
- Fortune's Best Small Workplaces
- Fortune's Best Workplaces in Consulting & Professional Services
- Fortune's Best Workplaces in Texas
- Fortune's Best Workplaces for Millennials
- Fortune's Best Workplaces for Women



- Great Place to Work: Canada
- Best and Brightest Companies to Work for: US
- Inc. 5,000 Fastest Growing Companies
- Dallas/Fort Worth's Best and Brightest Companies to Work for

HRchitect's Guide to HCM Technology.

Be sure to check out this educational guide on Amazon that walks you through everything you need to know before your next HCM technology purchase, including

defining an HR service delivery model, creating an HCM technology strategy, the system evaluation and selection process, system implementation, change management, and what to expect post-implementation. After reading this book, you will be able to practically apply your newfound HCM technology knowledge within your organization to make an immediate positive impact.



While HRchitect is widely considered the consulting services leader in all things UKG, don't just take our word for it. Read about what a few of our clients have had to say and learn more about our [UKG expertise](#):

"Things are going well leading up to our first payroll processing with UltiPro. We've really appreciated working with HRchitect for this engagement. Our consultant has been great! There are aspects of this engagement that I am uncertain we could have accomplished without him. Now I understand why others who have worked with HRchitect have spoken so highly of them." – **Blue Hills Bank**, Sr. Vice President, Human Resources

"We'd like to recognize the great work our HRchitect consultant is doing with our team. Our consultant is very resourceful, helpful, and professional. His open mind, calm demeanor and client service approach is extraordinary." – **Station Mont Tremblant**, Vice President, Human Resources

"Our HRchitect consultant has been a fantastic resource for us. I know for a fact we wouldn't be where we are today if it hadn't been for her being our backbone for the past six months. She knows how to provide top-notch service for her clients and it doesn't matter what time or day of the week. I am not sure where we would be today without her knowledge bank!" – **First American Payment Systems**, Vice President, Human Resources

"Our consultant was amazing. He worked so hard on our implementation project and filled in many gaps where our staff was lacking. I really appreciated working with HRchitect." – **The Patron Spirits Company**, HR Business Partner

"The Aerotech team would like to thank HRchitect for our consultant's hard work, time and endless patience throughout the implementation. We appreciated our consultant's expertise and professionalism throughout the process when things did not always go smoothly on our end." – **Alpine Aerotech**, Payroll/HR Administrator

"Special thanks to HRchitect for working with us and all our quirks outside of the ordinary system demands. Our consultant has been absolutely amazing during our entire project and I really don't know where we'd be right now if it wasn't for our consultant's amazing work!" – **Inland Regional Center**, IT Manager

"Our HRchitect consultants was at the training sessions and was so helpful, knowledgeable and personable. He worked with us as a team to assist at the training sessions and with individual employees. If we could, I would like to pass on to HRchitect that we valued him as our consultant because he was truly outstanding." – **Danfoss**, Sr. HR Manager

"I wanted to relay some feedback to you about how great our HRchitect consultants has been to work with throughout our implementation. He truly goes above and beyond for us (probably for everyone – I gather that's just in his nature) but I wanted you to know how much he is appreciated. He's also very bright and detail oriented. We are grateful he is assigned to our implementation." – **Wayne Fueling Systems**, Director of Human Resources

"I want to take the opportunity to extend my thanks to one of your team members, who went above and beyond on our implementation of Ultipro. The HRchitect consultant was always helpful, responsive and proactive. Her efforts have not only helped us to go live, but to better understand the software so we can do things for ourselves. I know that I am far more knowledgeable about the reporting aspects of Ultipro because of her assistance. She also nailed the specific reports that I needed by taking my objectives and incorporating them into the needed reports. I thank her for all of these accomplishments. We recognize that we would not be as knowledgeable or as proficient in Ultipro today without her participation. I would recommend her to any of your prospective clients on future engagements." – **Energy Distribution Partners**, Controller

*"I'm currently working with an HRchitect consultant on a project (**CareOregon**). Her work ethic and style are amazing and speaks for itself. She goes above and beyond to provide top notch customer service to the customer and team. She always finds a way to get things done. I have worked with a lot of Consultants over the years and she will definitely stand out in my mind as one of the best."* – **Ultimate Software**, Project Manager

"I am the PM on a migration/net new client for Dimensions and I wanted to give some kudos to your team! Your consultants have been amazing during the Adopt phase of the project and we would not be going LIVE this weekend

without their commitment!!! I truly enjoy working with your team and I know the client feels the same!!!” - UKG
Dimensions, Project Manager

Relevant Industry Experience

We understand the unique challenges and requirements of educational institutions and guide clients from start to finish with best practices and process recommendations, while keeping big picture HCM technology stack in mind.

HRchitect has worked with thousands of clients across the globe since 1997, across all industries, including many educational institutions such as: Adtalem Global Education, American Career College, Anchorage School District, Arizona State University, Art Institute of Chicago, Aurora Public Schools, Azusa Pacific University, Blackston Valley Prep Mayoral Academy, Brandon University, Buffalo School District, Calvin College, Cameron University, Carnegie Mellon University, Chicago Commons, City Colleges of Chicago, Claremont University Consortium, College of Licensed Practical Nurses of Alberta, College of Western Idaho, Columbia College Chicago, Columbia University, Community Education Centers, Corvallis School District, Dancing Moose Montessori, Des Moines University, Duke University, Educational Services of America, Fort Wayne Community Schools, Harlem Children's Zone Promise Academy Charter School, Harvard Kennedy School, High-Tech Institute, Howard University, id Tech, Indianapolis Public Schools, Johns Hopkins University Applied Physics Labs, KIPP NYC Public Schools, Laureate International Universities, Learning Tree, Liberty Schools, Los Angeles County Office of Education, Los Angeles Unified Preschool, Madison Metropolitan School District, Martin County Schools, McGraw-Hill Education, Medical College of Wisconsin, New Story, New York University, Nevada System of Higher Education, Northeastern University, Northwestern University, Ohio University, Otter Learning, Phoenix Children's Academy, Pratt Institute, Purdue University, Renfrew Educational Services, Rochester Institute of Technology, Rocketship Education, Roger Williams University, San Diego State University Research Foundation, School District U-46, South Texas College of Law, Southern Careers Institute, Southeastern University, Stanford University, Stride, Stz'uminus Education Society, Tallahassee Community College, The Johns Hopkins University Applied Physics Labs, The MENTOR Network, The Teaching Company, The University of Akron, The University of Guelph, The University of Kansas, The University of Oklahoma, Tippecanoe School Corporation, United Independent School District, University of Akron, University of Hartford, University of Minnesota Physicians, University of Missouri, University of North Carolina, University of Oregon, Valpariso University, Wake Forest University, William Carey University, and many others.

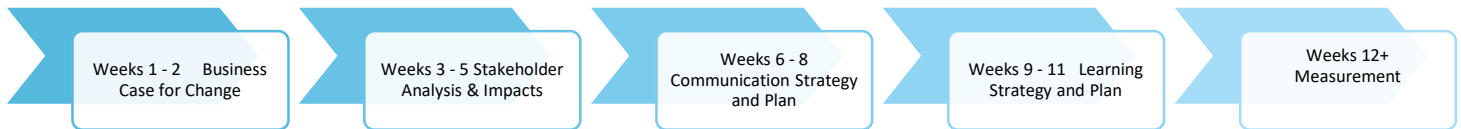
Appendix B – Optional Services Priced Separately

3.6 CHANGE MANAGEMENT PLAN FOR THE IMPLEMENTATION OF UKG

The HRchitect Change Management methodology is divided into six (6) major interrelated areas.



The change management scope is limited to the scope of implementation as defined in this SOW. The timeline below represents the estimated duration of the change management planning activities for this project. The change management tasks, activities and deliverables will be specified in detail and integrated into the master project schedule when the corresponding Implementation services plan and schedule are developed. The



execution of the plan, while included in the proposal, is not reflected in the below timeline.

Stakeholder Identification & Analysis

In this phase the impact of the change is assessed. Impacted Stakeholders are identified. The level of organization change acceptance is assessed. A report of the change and its impact to the organization is produced.

HRchitect will work with the client team to create a detailed Stakeholder Assessment report. Using our templates, we will guide the Client through the steps of identifying all stakeholders, internal and external and assess how the change impacts them. Out of this assessment a change impact report by stakeholder is created.

DELIVERABLES: STAKEHOLDER ASSESSMENT, IMPACT REPORT

Ownership of Change Activities

The information gathered about stakeholders is used to identify individuals for change ownership roles. In this phase we create a RACI matrix and identify specific persons to fill 3 key roles; Change Sponsor, Change Leader(s) and Change Agent(s) and a RACI matrix is created.

The chart below identifies how we define these roles in our methodology and the persons who typically perform these roles.

Change Sponsor(s)	Change Leader(s)	Change Agent(s)
Promoting the Change Vision	Business Leaders who own the change for their organization	The Resource for Employees and Managers for "how to" questions
Approving the Change Plan	Ensure their teams are embracing change	The "boots on the ground" resource to make sure people understand the new system and processes
Coaching Change Leaders and sets clear expectations for outcomes	Reports issues/concerns to Change Sponsor	Reports issues/concerns to Change Leader
Works with project team to ensure change milestones are met	Works with project team to ensure change milestones are met	Works with project team to ensure change milestones are met

DELIVERABLES: AND RACI OF CHANGE PROGRAM ROLES

Communication Strategy & Plan

The Communication Plan is a core tool to managing change. Communication is used to build commitment to change. It is not only about providing employees with information, it is also an essential prerequisite to modifying attitudes, behavior, ways of working, and relationships, all of which are fundamental components of an effective change process. HRchitect will use its tools and templates to identify the communication strategy by stakeholder. The strategy will include the media, frequency and author of the communication piece. Once the strategy is finalized, a detailed communication plan will be created to align with the system implementation plan.

We apply a common set of guiding principles when creating communication plans:

Principle #1: A comprehensive and tailored communications program that targets specific audiences

Principle #2: Communicate quickly, honestly, and often

Principle #3: Manage people's expectations and deliver on all promises

Principle #4: Be clear, honest and up-front about the outcomes for the business, teams, and individuals

DELIVERABLES: COMMUNICATION STRATEGY AND PLAN

SOW 01 - City of Greenville TX - UKG Ready Implementation Services

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Learning Strategy & Plan

The Learning Plan is your roadmap to bridging the gap of knowledge required for employees to accept the change and execute the new processes using the new systems. The Learning Strategy will identify the training needed by stakeholder group, the method of training delivery and resources required to create and deliver training.

The Change and Implementation teams will work together during this phase to identify the standard training components available, assess the gaps and determine what materials need developing to bridge the gap. Should there be a need for custom training to be developed, the nature and cost will be determined. If HRchitect resources are identified for this, additional costs may be incurred.

The training plan will include a calendar of days / times for each activity. This proposal includes an HRchitect resource to be assigned to track and monitor the enrollment in training activity to ensure all stakeholders receive proper instruction in the new system and processes.

DELIVERABLE: TRAINING STRATEGY AND PLAN

Measurement

In this phase the detailed measurements of the change acceptance and a plan for measurement activity are created. Measurements are to be taken before and after go-live. Before go-live, the measurement will be focused on the readiness of the organization and individuals for the new processes and systems. The post go-live measurement will be focused on the level of adoption.

HRchitect will work with the Client team to create a go-live readiness checklist to be executed 3 – 4 weeks before the new system and processes are rolled out to the organization. We will also create a post go-live measurement that will be executed 3 – 4 weeks after rollout.

The learnings from the post go-live exercise will be used to modify the change plan for the phase 2 rollout.

DELIVERABLES: GO-LIVE READINESS CHECKLIST, POST GO-LIVE MEASUREMENT

PACKAGE FEATURES	SILVER PACKAGE \$35,000	GOLD PACKAGE \$60,000	PLATINUM PACKAGE \$99,500
Determination of Change Management Strategy and Process	✓	✓	✓
Identification of Tools & Resources	✓	✓	✓
Change Management Overview Kickoff	✓	✓	✓
Weekly one hour check in meeting with two HRchitect consultants for 39 weeks	✓	✓	✓
Number of working sessions (hours)	Not included	40 hours	80 hours
Elements included in Change Management Toolkit	6	6	9

TOOLKIT ELEMENTS	SILVER PACKAGE	GOLD PACKAGE	PLATINUM PACKAGE
Change Plan	✓	✓	✓
Communication Plan	✓	✓	✓
Business Readiness	✓	✓	✓
Go-live Checklist	✓	✓	✓
Reinforcement / Sustainment	✓	✓	✓
Success Measures	✓	✓	✓
Org Readiness Assessment		Add-on available	✓
Change Agent Network		Add-on available	✓
Coaching & Support for Sponsor & Leaders		Add-on available	✓

3.7 PRE-IMPLEMENTATION PLANNING/PROJECT READINESS (PHASE 0)

Using our HCM and UKG system knowledge and expertise, HRchitect will provide pre-implementation consulting services to facilitate the rollout and deployment of the UKG platform specific to the modules purchased:

- Project team organization and resource planning
- Risk analysis and mitigation planning
- Define critical success factors
- Define key analytics and reporting requirements
- Review key configuration components to define requirements and facilitate related decision making specific to foundational design in advance of implementation kickoff
 - Review of Org structure
 - Current HR and Payroll processes
 - Job code validation
 - Resource/Team planning
 - Project goals and objectives
 - Policy changes and Standardization
 - Integration planning
 - Data conversion planning

Deliverables:

- Project Initiation call
- 6-8 virtual planning sessions, with meeting cadence defined during the project Initiation call
- Phase 0 workbook that will be provided to your implementation team in preparation for kickoff that includes:
 - Project team structure
 - List of pre-implementation tasks specific to data gathering, migration and integration components of the project

3.8 CLIENT SIDE ADVISORY

HRchitect shall provide Client with professional services ("Activities") as defined below to facilitate the implementation and deployment of the UKG Ready platforms for duration of the project.

As part of the Client's Project Team, HRchitect will provide project management, project strategic advisory and business process consulting services to Client throughout the lifecycle of the UKG implementation. As the leaders in all things UKG, client-side assistance from HRchitect is the best assurance that your UKG implementation will go smoothly and successfully.

Studies show that System Implementation engagements are 85% more successful when clients utilize HRchitect's client-side consulting services



- Client-side Project Management - An HRchitect **Project Manager** will be embedded within your project team and assist you with the following tasks:
 - Managing Project plan and Project console
 - Project team organization planning, Managing resources from Client and UKG side
 - Assistance with resolution of issues

- Identification of project risk and mitigating risk
 - Ensuring client/UKG tasks and deliverables are met with time and Quality results
 - Assisting Client with understanding UKG tools and best practices for sticking to the timeline and deliverables
 - Ensuring communication across teams
 - Setting up Client with access to UKG training tools and ensuring Client has access needed to all training modules.
 - Managing integration and data conversion tasks
 - Project Manager will be available prior to the kickoff of the implementation and will support you through Go-live. If additional support is needed the contract can be extended.
- Client-side Subject Matter Expertise - HRchitect Client Side assistance will perform the following tasks:
 - Act as a strategic advisor, providing guidance on best practices for system design and process improvement
 - Assist with the review of functional requirements in preparation of UKG led requirement sessions. Participate in Analysis and Discovery sessions and provide recommendations.
 - Lead team status calls and participate in other weekly defined project calls
 - Assist Client with preparation of Data conversion files as well as Integration spec creation
 - Interface with the vendor (UKG) to provide certainty of the project implementation and eliminate risk
 - Assist with development of training plan, collateral, and delivery
 - HRchitect will provide Client with standard test cases and can assist with creation of test cases
 - Assist with support of Parallel testing, Integration testing, UAT of all modules
 - Parallel and Live Payroll support
 - Provide guidance in development and execution of an implementation Roadmap
 - Provide other consulting services as identified by the Client to ensure a successful deployment of the UKG platform

Assumptions:

- Services are assumed for the duration of the project and assume an average of 10-20 hours per week

3.9 CONCIERGE MANAGED POST-GO-LIVE SUPPORT SERVICES

HRchitect Concierge Support services offer skilled experts who maintain and optimize your UKG systems so you don't have to. This tailored program is ideal for organizations who have limited in-house resources to administer, manage, and optimize the use of your UKG solution. You can use our concierge support services to either supplement internal resources or to serve as your primary, dedicated UKG concierge support option. With HRchitect's support services, you can enjoy benefits such as:

- Lower administration costs to rapidly achieve ROI objectives.
- Draw on human capital management/workforce management and UKG expertise as needed.
- Reallocate your resources to more strategic activities.

For Clients without existing internal resources, our support services can eliminate the need to add a dedicated full-time resource and allows your HR practitioners to stay focused on their important activities. It is also the fastest way to bring deep UKG expertise into your organization. An HRchitect concierge support plan allows you to get support for all the day-to-day aspects of maintaining UKG products and rolling out new projects such as:

- Creation and maintenance of UKG application content
- Implementation of new modules
- Development of integrations with other systems
- Implementation of new configurations, content changes, and management of application changes
- Assistance with testing of new functionality
- Development of custom reports and dashboards
- Tactical support for version migrations, new products, updates, and global rollouts.
- Troubleshooting issues and logging support incidents
- Provision of training to end user populations
- Provision of tactical operational support
- Perform other "as directed" services

3.10 TRAINING

HRchitect offers three tiers of training services to meet your organization's needs:

Tier 1:

System Administrator Training

Provide in-depth training for system administrators responsible for managing the UKG platform covering in depth configuration, set up user management, security, and system maintenance.

- Two 5-hour sessions with the Administrators (up to max of 10 attendees)
 - This can be split up into groups based on modules purchased, such as one session for HR/Payroll/Benefits, and one for WFM
- Two 1-page quick user guides for selected functionality, such as Running Integrations, Time off Requests, Timesheet, and Committing Payroll.
- We will customize the agenda for the highest priority functions the client would like to include in these sessions.

Tier 2:

System Administrator Training and Train the Trainer

Provide in-depth training for system administrators responsible for managing the UKG platform covering in depth configuration, setup user management, security, and system maintenance.

- Two 5-hour sessions with the Administrators (up to max of 10 attendees).
- Five 1-page quick user guides for selected functionality, such as Running Integrations, Time off Requests, Timesheet, and Committing Payroll.
- Train the Trainer session courses can be recorded to utilize for future use.
- We will customize the agenda for the highest priority functions the client would like to include in these sessions.
- This can be split up based on modules purchased, such as for Manager functions half the session can cover HR/Payroll/Benefits and half the session can cover Workforce Management.
- One 3-hour session (up to 20 attendees). Train the trainer for Administrators or Trainers - Employee functions: Employee Functions teaches navigation and employee responsibilities such as reporting time and absence, requesting time off, and viewing reports. Training is focused on how to use the system as well as the applicable business processes and procedures.
- One 4-hour Manager Functions (up to 20 attendees). Train the trainer for Administrators or Trainers - Manager Functions introduces manager views of employee timesheets and balances. Typical manager responsibilities include correcting and approving time, HR data, functions, reporting, scheduling employees, and managing time-off requests.

Tier 3:

End user Training

Comprehensive training for employees and Managers who will be utilizing UKG for tasks such as Time and attendance management, scheduling, Payroll, HR Processes, and Reporting.

- Five 1-page quick user guides for selected functionality, such as Running Integrations, Time off Requests, Timesheet, and Committing Payroll.
- This can be split up based on modules purchased, such as for Manager functions half the session can cover HR/Payroll/Benefits and half the session can cover Workforce Management.
- This end user training can be performed remotely or onsite (travel expenses extra).
- Employee functions for End Users: Two courses, up to four hours each. No max on attendees. Employee Functions teaches navigation and employee responsibilities such as reporting time and absence, requesting time off, and viewing reports. Training is focused on how to use the system as well as the applicable business processes and procedures.
- Manager Functions: Two courses, up to four hours each. Manager Functions introduces manager views of employee timesheets and balances. Typical manager responsibilities include correcting and approving time, HR data, functions, reporting, scheduling employees, and managing time-off requests.
- System Administrator Training: Two courses, up to five hours each. For Administrators of the system - Provide in-depth training for system administrators responsible for managing the UKG platform covering in depth configuration, setup user management, security, and system maintenance.

3.11 UKG SYSTEM ASSESSMENT

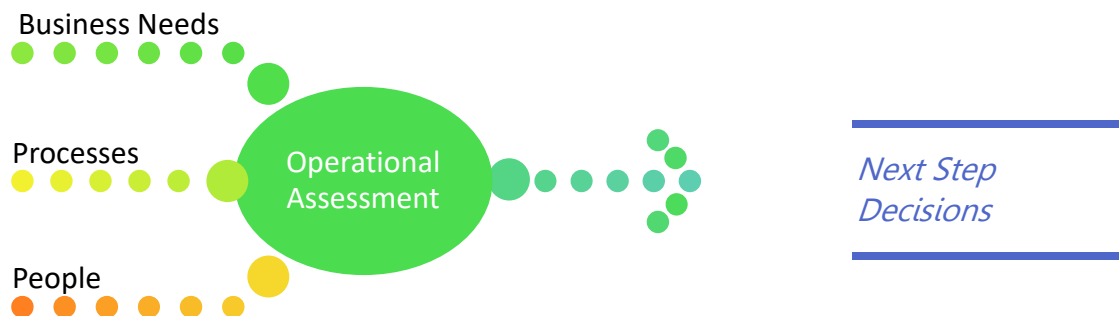
HRchitect will conduct virtual consulting services to facilitate improved utilization of the UKG platform. This includes the following:

- Review of client documentation and system in advance of assessment virtual workshop sessions.
- Conduct up to four (4) three-hour virtual sessions to review requirements, utilization gaps and process optimization opportunities specific to the UKG modules currently deployed
- Develop usage assessment and optimization opportunities report, including the estimated level of effort for defined deliverables specific to UKG
- Review assessment report and define prioritization roadmap for UKG

Note: based on the prioritization of the assessment report, a detailed statement of work with associated cost estimates will be provided for the optimization services for the UKG platform.

3.12 PEOPLE, PROCESS, OPERATIONS ASSESSMENT

Our People, Process, Operations Assessment (PPOA) was developed specifically for organizations who are performing HR Digital Transformation projects. Our methodology consists of assessing 3 focus areas: Business Needs and Requirements, the Process Requirements, and the People effort. The resulting operational assessment will contain two or more options around the HR Service Delivery model that will be most successful.



DELIVERABLES

Project Status Dashboard Report

HRchitect will conduct weekly status meetings and create a weekly project status dashboard to keep the project on track.

The dashboard report will include the agreed upon timeline, decisions / action items that need to be made, and any notes from the weekly status meetings.

DELIVERABLE: PROJECT STATUS DASHBOARD

Project Definition

The initial step of the project will be to conduct a project definition session. During this session, the project scope, objectives, and a project timeline are defined.

- Project Objective
- Project Scope
- Success Criteria
- Milestone Timeline

DELIVERABLE: PROJECT CHARTER

Defining Business Needs and Requirements

Using our online requirements gathering questionnaire, HRchitect will lead the team through a series of Discovery meetings. These questionnaires are designed to gather service delivery model requirements in an easy formalized manner. The requirements that are gathered will be "future focused".

These will be launched in a staggered cadence so that the team is not overwhelmed with survey taking and the related discussions are performed in the soonest time possible to survey completion, so the information is top of mind.

DELIVERABLE: SURVEYS, SURVEY RESULTS

Process Standardization Assessment

Once the surveys have been finalized and analyzed, HRchitect will conduct a series of meetings to review these findings and guide and coach the team so that standard practice is adopted wherever possible. HRchitect will use standard RACI process charts to help facilitate these discussions. The team will be challenged to adopt the standards unless there is a true business need to do otherwise.

By using the RACI methodology, HRchitect will be able to assess the organization structure and resource allocations used to complete these processes.

DELIVERABLE: PROCESS RACI CHARTS

Efficiency and Effectiveness of People

After the discovery meetings HRchitect will compile an HR Service Delivery model document. This will include the people, processes and applications that are in place along with recommendations for any changes with the goal of a more efficient and effective team.

DELIVERABLE: HR SERVICE DELIVERY MODEL

WORK CADENCE

The entire project is anticipated to take about 8 weeks in duration with the activities being performed as follows:

WEEK	ACTIVITY
ONE	Introduce the Project Charter, Plan for the surveys and meetings
TWO	Finalize Project Charter, Calendar all meetings
THREE	Launch first set of surveys
FOUR	Meetings from first set of surveys, launch second set of surveys
FIVE	Meetings on second set of surveys, launch third set of surveys
SIX	Meetings on third set of surveys
SEVEN	HRchitect Prepares RACI, and HR Service Delivery Deliverables
EIGHT	HRchitect Presents RACI, and HR Service Delivery Deliverables

RESOLUTION 25-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A CONTRACT WITH HRCHITECT, INC., CONSULTING FOR SERVICES RELATED TO REBUILDING THE CITY OF GREENVILLE'S PAYROLL SYSTEM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Greenville authorized a contract and purchased payroll software with Ultimate Kronos Group (UKG); and

WHEREAS, the city needs to implement revisions and rebuild certain modules for a more efficient use of the UKG payroll system; and

WHEREAS, the consulting firm of HRchitect, INC., specializes in rebuilding UKG Ready; and

WHEREAS, the City Council has determined that contracting with HRchitect INC., to rebuild the payroll system Kronos/UKG Software is consistent with the interests of the citizens of Greenville.

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

SECTION 1. The City Council hereby authorizes a contract with HRchitect INC., consultants of Frisco, Texas to rebuild the existing Kronos/UKG ready Software for a contracted price of \$87,000.00.

SECTION 2. The City Manager is hereby authorized to sign an Agreement between the City of Greenville and HRchitect, INC.

SECTION 3. Funds would be from expense Account No. 100-1-413200-54101-0000 PROFESSIONAL SERVICES, and a budget transfer would be performed. The budget transfer would come from leftover funds identified from the 2023-2024 CIP list where \$100,000.00 was initially transferred from the General Fund through the capital project funding process for Downtown Parking Lots. This Downtown Parking Lots project was funded at the time via \$100,000.00 from the Tourism Fund (113) and \$100,000.00 as mentioned from the General Fund (100). Overall to complete that project only \$10,000.00 of the General Fund amount was utilized and then left in the General CIP Fund (160) fund balance at the end of the fiscal year. This \$87,000.00 amount would be transferred back to the General Fund to increase the budget of 100-1-413200-54101-0000 PROFESSIONAL SERVICES account by this amount.

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

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

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

April 22, 2025

Agenda Item No. 8C

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on a resolution approving the sale of certain transmission system assets by the Texas Municipal Power Agency (TMPA). (*Summer Spurlock, City Manager*)

1. Background/History:

The City of Greenville, Texas is a party to the Joint Operating Agreement, effective September 1, 2016, between TMPA and the Member Cities of Bryan, Denton, Garland, and Greenville, Texas (as amended, the "JOA").

Section 4.4.1(6) of the JOA requires the approval of the Member Cities to enable TMPA to sell transmission assets having a net book value, in the aggregate, over \$500,000 in any fiscal year;

2. Findings/Current Activity

TMPA owns assets in the City of Bryan's Dansby and Bryan East substations having an aggregate net book value of \$3,238,620; and

To avoid operational and maintenance issues resulting from the comingling of Bryan-owned and TMPA-owned assets in the Bryan East and Dansby substations, it is advisable for TMPA to sell to the City of Bryan the TMPA-owned assets, as part of the transactions described in TMPA Resolution No. 2025-3-4 and in the Asset Purchase Agreement.

3. Financial Impact/Account No.

4. FY 24-25 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

This item was considered at the April 17, 2025 GEUS Board meeting, that recommendation will be provided to council prior to consideration.

**GEUS BOARD OF TRUSTEES
APRIL 17, 2025**

RESOLUTION 25-38

**APPROVE THE SALE OF CERTAIN TRANSMISSION SYSTEM
ASSETS BY THE TEXAS MUNICIPAL POWER AGENCY (TMPA)**

BACKGROUND: The City of Greenville and GEUS is a party to the Joint Operating Agreement, effective September 1, 2016, between TMPA and the Member Cities of Bryan, Denton, Garland, and Greenville, Texas (as amended, the “JOA”).

DISCUSSION OR DESCRIPTION: Section 4.4.1(6) of the JOA requires the approval of the Member Cities to enable TMPA to sell transmission assets having a net book value, in the aggregate, in excess of \$500,000 in any fiscal year. TMPA owns assets in the City of Bryan’s Dansby and Bryan East substations having an aggregate net book value of \$3,238,620. In order to avoid operational and maintenance issues resulting from the comingling of Bryan-owned and TMPA-owned assets in the Bryan East and Dansby substations, it is advisable for TMPA to sell to the City of Bryan the TMPA-owned assets, as part of the transactions described in TMPA Resolution No. 2025-3-4 and in the Asset Purchase Agreement attached as Exhibit “A” to said Resolution (the “Transmission Asset Sale”).

COMPARISON OF ALTERNATIVES: N/A

BUDGET IMPACT: N/A

RECOMMENDATION: Recommend to the City of Greenville City Council approving the sale of certain transmission system assets by TMPA.

BOARD ACTION:

RESOLUTION NO. 25-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS
APPROVING THE SALE OF CERTAIN TRANSMISSION SYSTEM ASSETS BY THE
TEXAS MUNICIPAL POWER AGENCY ("TMPA"); AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Greenville, Texas is a party to the Joint Operating Agreement, effective September 1, 2016, between TMPA and the Member Cities of Bryan, Denton, Garland, and Greenville, Texas (as amended, the "JOA").

WHEREAS, section 4.4.1(6) of the JOA requires the approval of the Member Cities to enable TMPA to sell transmission assets having a net book value, in the aggregate, in excess of \$500,000 in any fiscal year;

WHEREAS, TMPA owns assets in the City of Bryan's Dansby and Bryan East substations having an aggregate net book value of \$3,238,620; and

WHEREAS, in order to avoid operational and maintenance issues resulting from the comingling of Bryan-owned and TMPA-owned assets in the Bryan East and Dansby substations, it is advisable for TMPA to sell to the City of Bryan the TMPA-owned assets, as part of the transactions described in TMPA Resolution No. 2025-3-4 and in the Asset Purchase Agreement attached as Exhibit "A" to said Resolution (the "Transmission Assets Sale").

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

Section 1.

The Transmission Assets Sale is approved for purposes of the JOA.

Section 2.

This Resolution shall be effective immediately after its adoption.

APPROVED AND ADOPTED at a regular meeting on this 22nd day of April 2025.

ATTEST

CITY OF GREENVILLE

Carla Oldacre, City Secretary

Jerry J. Ransom, Mayor



City Council Agenda Item Report

April 22, 2025

Agenda Item No. 9A

Contact:

Contact Email:

Contact Phone:

Subject: City Council Meeting Minutes - April 8, 2025

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 24-25 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
Terry Thomas - Mayor Pro
Tem
T.J. Goss
Philip R. Spencer
Tim Kruse
Ben Collins
Kenneth Freeman

Place 7
Place 1
Place 2
Place 3
Place 4
Place 5
Place 6

**Work Session Agenda
04/08/2025 Minutes
5:00 PM**

1. Call to Order

Mayor Ransom called the work session to order at 5:00 p.m. and noted for the record a quorum of Council were in attendance as follows: Mayor Pro Tem Thomas, Councilmembers Goss, Spencer, Collins and Kruse. The Council adjourned into executive session at 5:00 p.m. Councilmember Freeman joined the executive session at 5:15 p.m.

2. Items to be Discussed

3. Items on the Regular Agenda

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

The executive session ended at 6:07 p.m., with all members in attendance returning to open session.

5. Adjourn

The workshop session adjourned at 6:07 p.m.



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

City Council

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

**Regular Session Agenda
04/08/2025 Minutes
6:00 PM**

1. Call to Order

Mayor Ransom called the meeting to order at 6:10 p.m. and noted that a quorum of the City Council members was present. Those in attendance were: Mayor Pro Tem Thomas, T.J. Goss, Philip Spencer, Tim Kruse, Ben Collins and Kenneth Freeman. Also in attendance were City Manager Summer Spurlock, City Attorney Daniel Ray, and City Secretary Carla Oldacre.

2. Invocation

A. Pastor Mike Pisney, Mineral Heights Baptist Church
Pastor Mike Pisney, Mineral Heights Baptist Church offered the invocation.

3. Pledge of Allegiance

4. Presentations

A. Proclamation - Celebrating the 101st Birthday of Mr. J.B. McNatt on April 18, 2025
(Mayor Ransom)
Mayor Ransom presented a Proclamation to Mr. J.B. McNatt and declared April 18th, 2025, as J.B. McNatt Day in the City of Greenville in honor of Mr. McNatt's 101st Birthday.

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.

Kelly Reagan - 5 Post Oak Circle - River Oaks Church Pastor
Dennis Carpenter - 3703 Coyote Crossing -Director of Communications/Relations at Wildcatter
James Evans - 6410 Buena Vista

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

8. Resolutions

- A. Consideration and action on a resolution authorizing an additional services amendment with Barker Rinker Seacat (BRS) Architect Firm in the amount of \$76,650 for design services in the 5,000 sq ft leased space area of the future SportsPark Recreation Center. *(Brett Quarles, Director of Parks and Recreation)*

Councilmember Collins made a motion to approve the enactment of Resolution 25-38, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN ADDITIONAL SERVICES AMENDMENT WITH BARKER RINKER SEACAT (BRS) ARCHITECT FIRM FOR DESIGN SERVICES OF THE LEASED SPACE AREA OF THE FUTURE SPORTSPARK RECREATION CENTER AND PROVIDING AN EFFECTIVE DATE.** Councilmember Goss seconded the motion. A unanimous vote of the City Council approved the motion.

- B. Consideration and action on a resolution authorizing entertainment agreements for the "Bottle Rocket Bash" July 4th, 2025 celebration with Black Bird Audio Pro; John Viola and Pyrotex, Inc. *(Brett Quarles, Director of Parks and Recreation)*

Mayor Pro Tem Thomas made a motion to approve the enactment of Resolution 25-39, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING ENTERTAINMENT AGREEMENTS FOR THE ANNUAL JULY 4, 2025, "BOTTLE ROCKET BASH" CELEBRATION AND PROVIDING AN EFFECTIVE DATE.** Councilmember Spencer seconded the motion. A unanimous vote of the City Council approved the motion.

- C. Consideration and action on a resolution authorizing a change order with Adolfson & Peterson (AP Gulf States) for \$147,713.13 for the SportsPark and Reecy Davis expansion project. *(Brett Quarles, Director of Parks and Recreation)*

Councilmember Goss made a motion to approve the enactment of Resolution 25-40, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A CHANGE ORDER 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.**

Mayor Pro Tem Thomas seconded the motion. A unanimous vote of the City Council approved the motion.

- D. Consideration and action on a resolution appointing members to a Hotel/Conference Center Ad-hoc Committee (*Mayor Ransom*)

Councilmember Goss made a motion to approve the enactment of Resolution 25-41: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING MEMBERS TO A HOTEL/CONFERENCE CENTER PROJECT COMMITTEE AND ESTABLISHING AN EFFECTIVE DATE.** Councilmember Collins seconded the motion. A unanimous vote of the City Council approved the motion.

- E. Consideration and action on a resolution authorizing 15,000 sq ft of concrete to be poured along with (4) 12x12 concrete pads at Reservoir #4, and approval of associated budgetary fund transfer. (*Robert Burney, Water Treatment Plant Superintendent*)

Councilmember Spencer made a motion to approve the enactment of Resolution 25-35: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE CONCRETE WORK AND (4) 12 x 12 PADS TO BE CONSTRUCTED AT THE CITY OF GREENVILLE RESERVOIR #4 AND PROVIDING AN EFFECTIVE DATE.** Councilmember Collins seconded the motion. A unanimous vote of the City Council approved the motion.

9. Consent Calendar

Mayor Pro Tem Thomas moved, and Councilmember Freeman seconded for the enactment of the Consent Agenda. A unanimous vote of the Council present approved the motion.

- A. City Council Meeting Minutes - March 25, 2025

- B. Resolution authorizing a contract with Municipal Mosquito for mosquito management services. (*Steve Methven, Community Development Director*)

Resolution 25-42: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A CONTRACT WITH MUNICIPAL MOSQUITO FOR MOSQUITO MANAGEMENT SERVICES AND PROVIDING AN EFFECTIVE DATE.**

10. City Staff/City Council Reports

- A. Financial Reports - December 2024 and January 2025 (*GP Ippolito, Director of Finance/Administrative Services*)

11. City Council Discussion/Proposed Agenda Items

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

12. Board and Commission Minutes

- A. Keep Greenville Beautiful - Quarter 2 Report

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; 5103 I-30 Real Property; 5000 I-30 Nuisance Abatement; Public Improvements Real Property Purchases and Eminent Domain; Development study Multi-use facility; Wolf Creek MUD/MMD Legislation; TCEQ Permit Number WQ0016464001; Altura Annexation; Nuisance Abatement suit on 1906 Stanford; ; Walton Development; Greenville Housing Authority.*

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

14. Take action on any item discussed in Executive Session

15. Adjourn

The City Council meeting adjourned at 6:45 p.m.

Carla Oldacre, City Secretary

Jerry J. Ransom, Mayor



City Council Agenda Item Report

April 22, 2025

Agenda Item No. 9B

Contact: Carla Oldacre, City Secretary

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

Contact Phone: (903)457-3121

Subject: Resolution reappointing a member to serve on the Texas Municipal Power Agency Board of Directors. (*Mayor Ransom*)

1. Background/History:

The Texas Municipal Power Agency (TMPA) is the consortium of four cities who own the Gibbons Creek Power Plant in south Texas. The four cities are Garland, Denton, Bryan, and Greenville. Each city has two representatives who serve on the Board of Directors. Greenville's two current representatives are Sue Ann Harting and City Manager Summer Spurlock. Spurlock's term will expire July 18, 2025 and a reappointment is needed.

2. Findings/Current Activity

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

Sue Ann Harting and Summer Spurlock currently represent Greenville on the TMPA Board of Directors. The GEUS Board will be considering the reappointment of Summer Spurlock for a 2-year term at the April 17, 2025 meeting.

3. Financial Impact/Account No.

N/A

4. FY 24-25 Council Goal

1. Build Infrastructure for Greater Sustainability.

2. Planned Approach for Improving Current Water Infrastructure.

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

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

Growth.

5. Support Public Service, Health, and Safety.

6. Optimize Opportunities at the Airport.

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

8. Completion and implementation of the Downtown Plan.

5. Action Options/Recommendation

City Staff recommends the City Council consider reappointing Summer Spurlock to the Board of Directors of the Texas Municipal Power Agency (TMPA).

RESOLUTION NO. 25-

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

WHEREAS, the City of Greenville and GEUS desire to have knowledgeable members from both the City of Greenville and GEUS represented on the TMPA Board of Directors; and

WHEREAS, the City Council is authorized to make appointments/reappointments to the Board of Directors of the Texas Municipal Power Agency.

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

SECTION 1. The following person is reappointed to the Board of Directors of the Texas Municipal Power Agency to serve a 2-year term set to expire July 18, 2027:

Place 8 Summer Spurlock

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

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

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

**GEUS BOARD OF TRUSTEES
APRIL 17, 2025**

RESOLUTION 25-37

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

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

DISCUSSION OR DESCRIPTION: Summer Spurlock’s term on the TMPA Board will expire July 18, 2025.

COMPARISON OF ALTERNATIVES: N/A

BUDGET IMPACT: N/A

RECOMMENDATION: It is recommended that Summer Spurlock be nominated to serve a two-year term on the TMPA Board of Directors beginning July 18, 2025.

BOARD ACTION:



City Council Agenda Item Report

April 22, 2025

Agenda Item No. 9C

Contact: GP Ippolito, Finance Director

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

Contact Phone: 903-457-3114

Subject: Consideration and action on a resolution authorizing payment for the LIFTOFF Microsoft Office 365 License Renewal. (GP Ippolito, Director of Administrative Services/Finance)

1. Background/History:

The City of Greenville utilizes hosted offsite Microsoft Office 365 Apps premium package city-wide; these tools are very valuable for our user's communication and creativity, collaboration along with sharing ideals, as well as online training for users and admins.

2. Findings/Current Activity

Microsoft office 365 improves productivity as well as communication. The City utilizes a variety of Microsoft products across the departments for key operational capabilities and conducting day-to-day business. This plan includes the following licenses/items for various departmental use across the City which covers capabilities such as mailbox Outlook/Exchange access, email archiving and encryption, OneDrive storage, Office Pro suite which includes Word/Excel/PowerPoint/etc., SharePoint, Teams, and Azure active directory:

- 399 Azure Active Directory Plan 1 GCC, 1 Azure Active Directory Premium Plan 2 GCC
- 335 Exchange Online Plan 1 GCC
- 60 Office 365 G3 GCC
- 10 Office 365 E3 GCC
- 245 M365 Apps for Enterprise GCC
- 345 Exchange Online Archive GCC

3. Financial Impact/Account No.

Financial impact of \$102,345.60 annual for 399 License users (604-2-465100-53209-0000), which was approved in FY 2024 – 2025 budget.

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	
Exchange Online Plan 1 GCC	3MS-00001	12	4.00	335	
ExchangeOnlineArchiving GCC	4ES-00001	12	3.00	345	
M365 Apps for Enterprise GCC	3WS-00001	12	12.00	245	
Office 365 Plan G3 GCC	AAA-11894	12	23.00	60	
Office 365 F3 GCC	3KS-00001	12	4.00	10	
Entra ID P1 GCC	MQM-00001	12	5.70	399	
Entra ID P2 GCC	MQN-00001	12	8.50	1	
LiftOff One Time Discount	-	-	-5%	-	
LiftOff Licensing Benefits	-	-	-	-	I

SubTotal:
Discount:

Total:

4. FY 24-25 Council Goal

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

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

5. Support Public Service, Health, and Safety.

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

5. Action Options/Recommendation

City Staff recommends the City Council approve payment for the Microsoft Office 365 License renewal.

RESOLUTION NO. 25-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN ANNUAL LIFTOFF MICROSOFT OFFICE 365 LICENSE RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville utilizes hosted offsite Microsoft Office 365 Apps premium package City-wide; and

WHEREAS, this software is critical for employees utilizing a desktop or laptop for continued operations which includes basic software such as Microsoft Word, Excel, Outlook, PowerPoint, Publisher, and OneNote; and

WHEREAS, the package includes licenses for all users to operate these apps in an online environment, allowing for easy sharing and collaboration between users as well as backup archiving and access from any location; and

WHEREAS, the City Council of the City of Greenville, Texas, believes it to be in the best interest of the citizens of Greenville to authorize an annual LIFTOFF Microsoft Office 365 License Renewal.

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

SECTION 1. The City Council hereby authorizes payment to LIFTOFF for Microsoft Office 365 License Renewal.

SECTION 2. The cost was included in the approved FY 2024-2025 budget and payment in the amount of \$102,345.60 for 399 license users will be charged to Account No. 604-2-465100-53209-0000.

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

SECTION 4. This Resolution shall take effect and be in full force immediately upon its passage and approval.

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



QUOTE

as of 4/9/2025

Bill to:

City of Greenville, TX
2821 Washington St.
Greenville, TX 75401

Ship to:

City of Greenville, TX
2821 Washington St.
Greenville, TX 75401

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Exchange Online Plan 1 GCC	3MS-00001	12	4.00	335	\$16,080.00
ExchangeOnlineArchiving GCC	4ES-00001	12	3.00	345	\$12,420.00
M365 Apps for Enterprise GCC	3WS-00001	12	12.00	245	\$35,280.00
Office 365 Plan G3 GCC	AAA-11894	12	23.00	60	\$16,560.00
Office 365 F3 GCC	3KS-00001	12	4.00	10	\$480.00
Entra ID P1 GCC	MQM-00001	12	5.70	399	\$27,291.60
Entra ID P2 GCC	MQN-00001	12	8.50	1	\$102.00
LiftOff One Time Discount	-	-	-5%	-	-\$5,410.68
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

SubTotal: \$108,213.60

Discount: -\$5,410.68

Total: \$102,802.92

*LIFT OFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the

recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** ("we", "us", and "our") and **City of Greenville, TX** ("you" and "your"). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users' use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States,

and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

“Customer Data” means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.



City Council Agenda Item Report

April 22, 2025

Agenda Item No. 9D

Contact:

Contact Email:

Contact Phone:

Subject: Resolution appointing a member to Place 1 on the GEUS Board of Trustees. (*City Council*)

1. Background/History:

2. Findings/Current Activity

3. Financial Impact/Account No.

4. FY 24-25 Council Goal

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

5. Action Options/Recommendation

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, REAPPOINTING A MEMBER TO PLACE 1 ON THE GEUS BOARD OF TRUSTEES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Glover George was appointed to Place 1 on the GEUS Board of Trustees by Resolution 19-24 on March 26, 2019 and again on May 24, 2022 by Resolution 22-34 for a second full term; and

WHEREAS, the GEUS board has term limits of two (2) full terms, therefore it is necessary to appoint a new member Place 1; and

WHEREAS, the GEUS Board of Trustees recommended _____ be appointed to Place 1 at a regular meeting held on April 17, 2025; and

WHEREAS, pursuant to the constitution and the statutes of the State of Texas, the City Council is authorized to make reappointments to the GEUS Board of Trustees.

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

SECTION 1. The following person is reappointed to Place 1 on the GEUS Board of Trustees for a full term:

	<u>Term Begins</u>	<u>Term Expires</u>
Place 1 _____	May 6, 2025	May 6, 2028

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

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

PASSED AND APPROVED, this the 22nd day of April 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

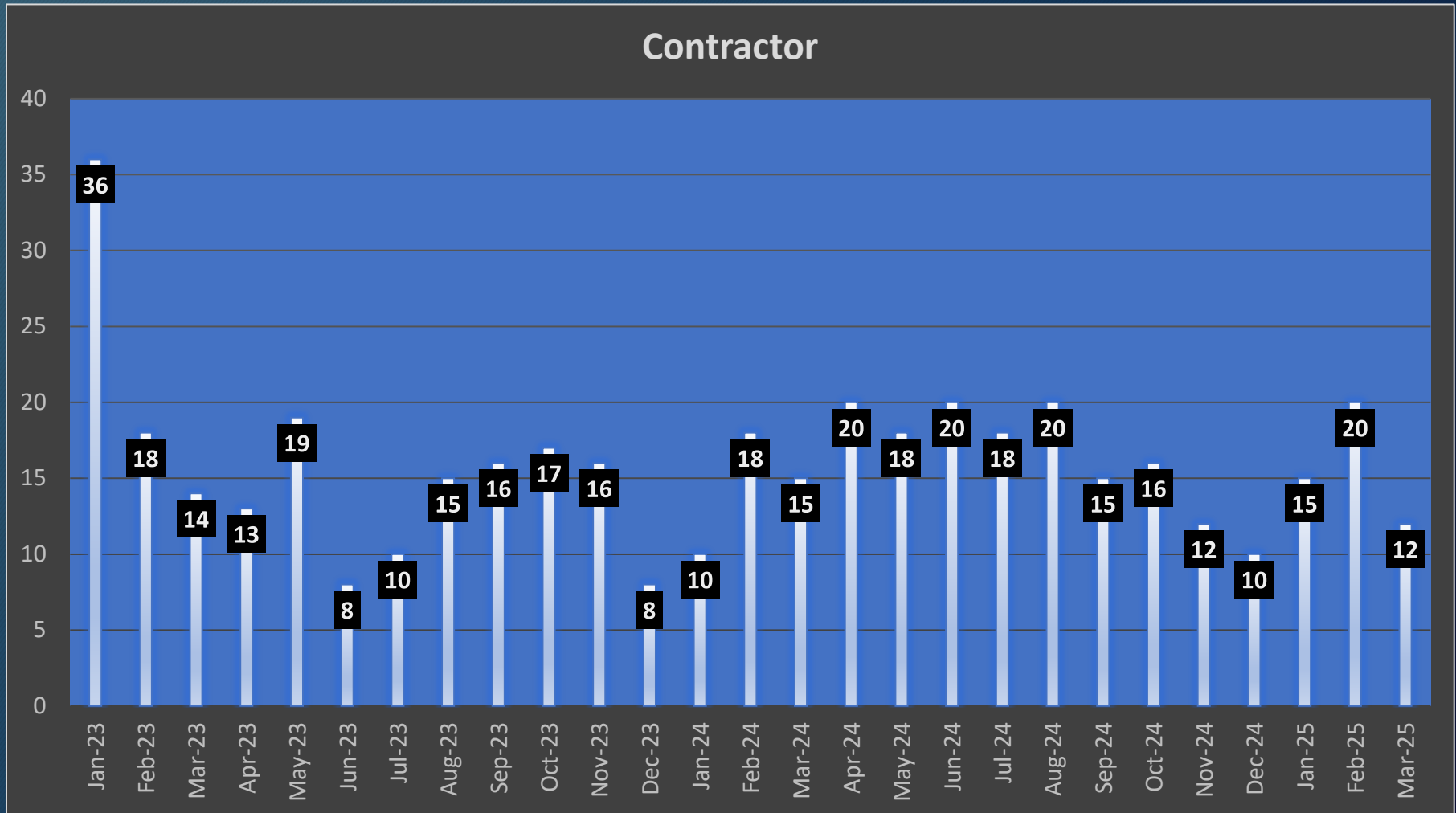
Daniel W. Ray, City Attorney



“The Vision of the City of Greenville is to build on our hometown values and rich heritage as a diverse community, by providing quality, cost-effective services to create an enjoyable, vibrant place where families and businesses choose to live, grow and prosper.”

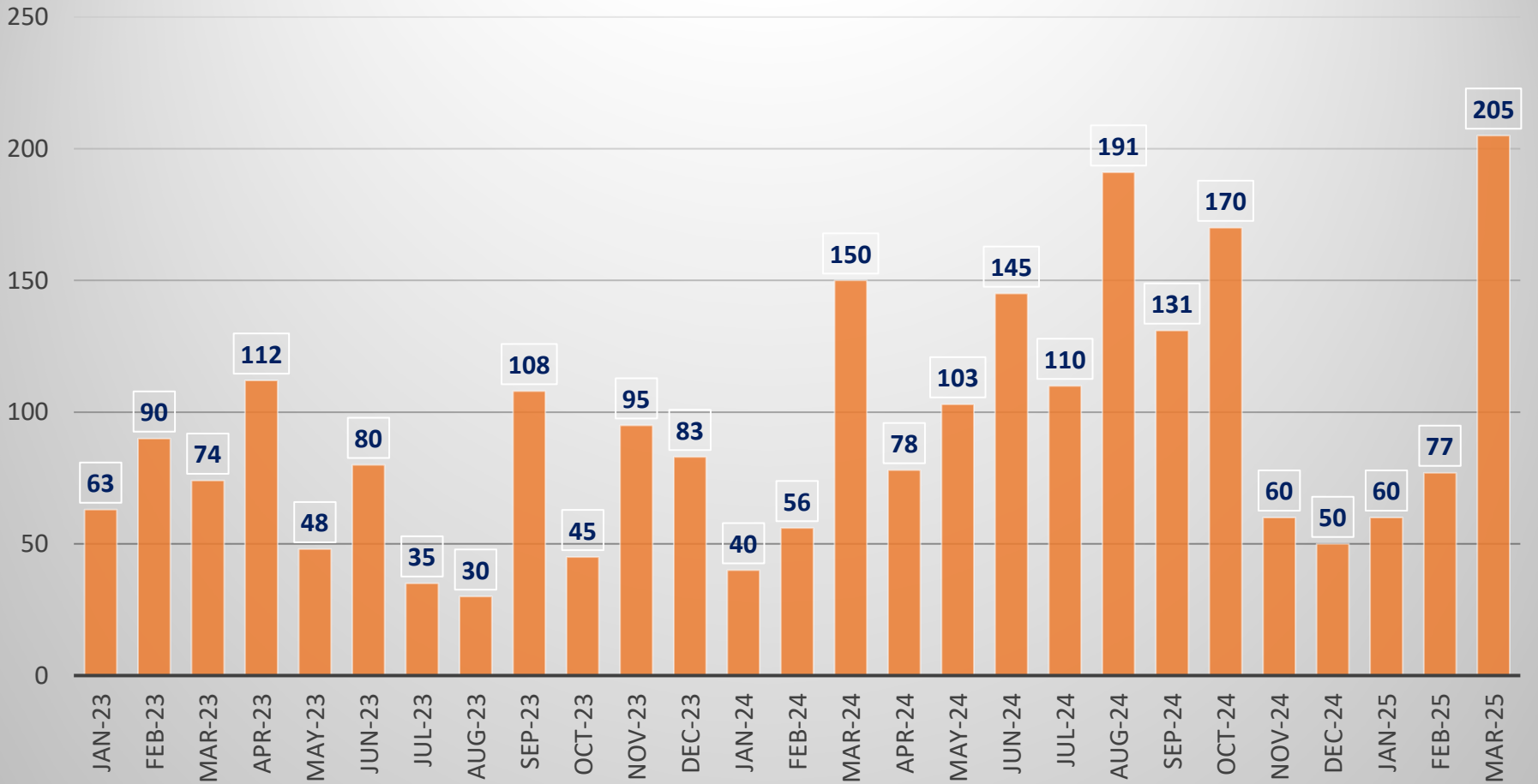
Status Report 4-22-2025

Utility Cuts

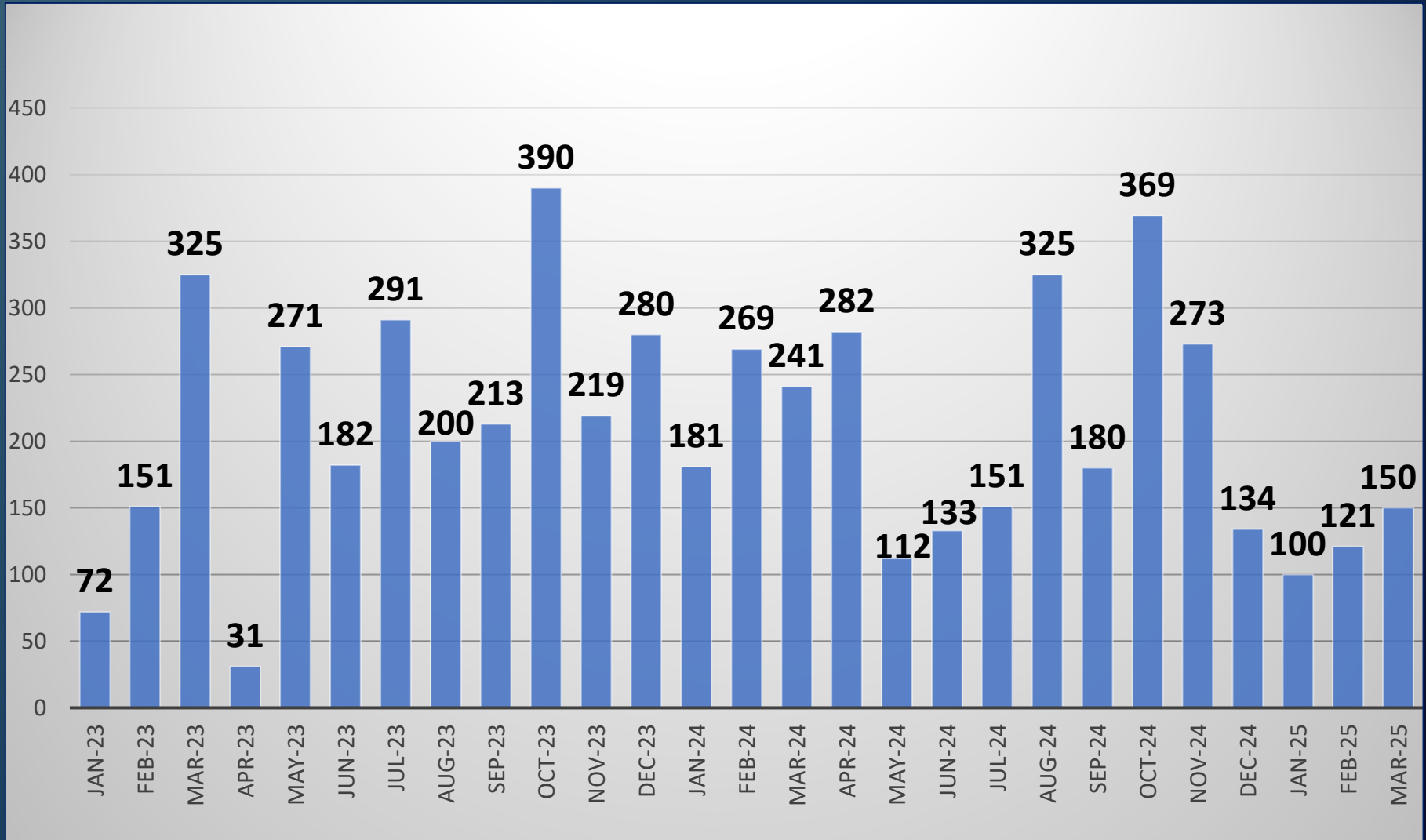


Potholes

In-House Repairs



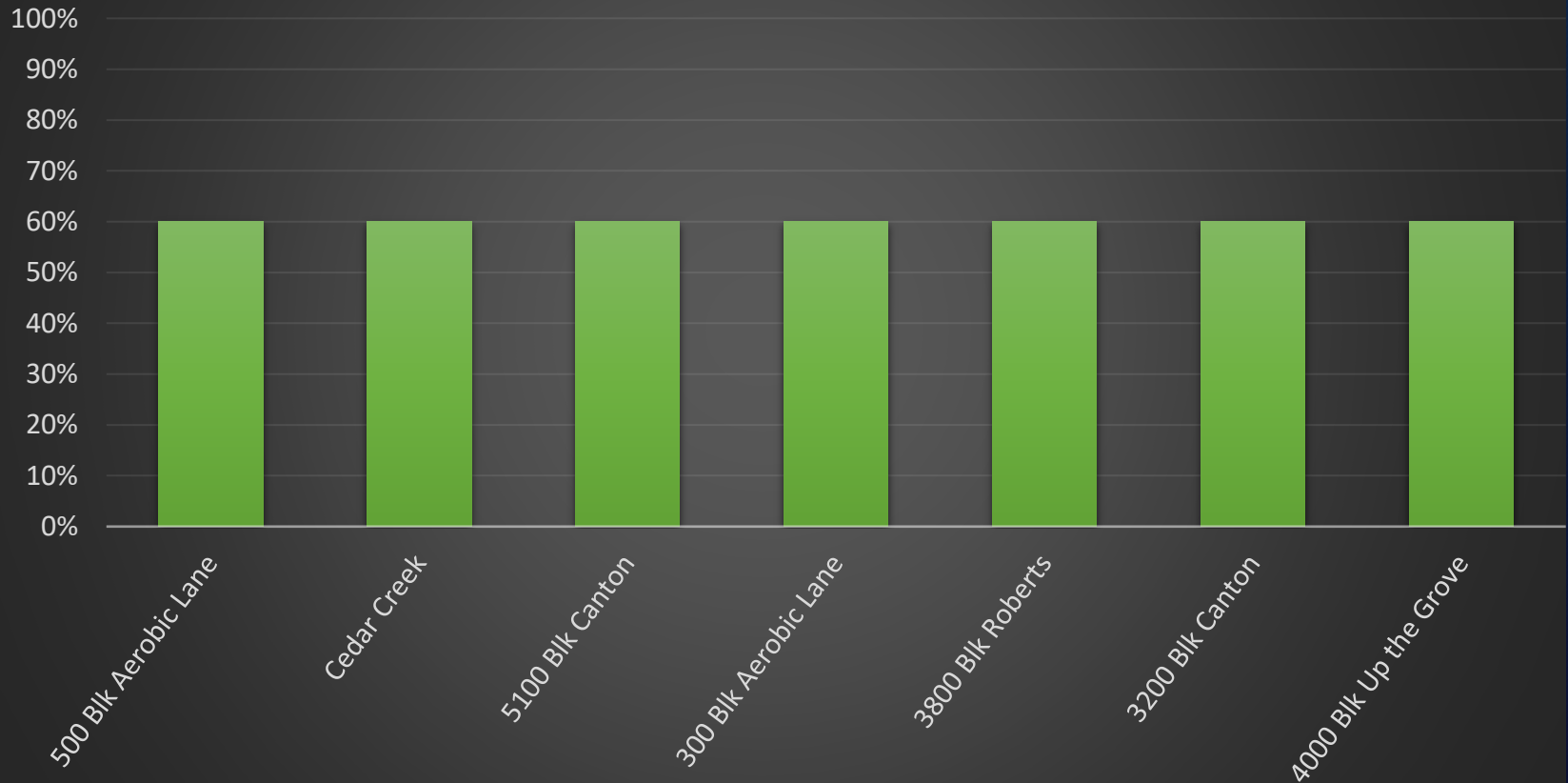
Street Sweeping (Miles)



Downtown area is swept on a weekly basis.

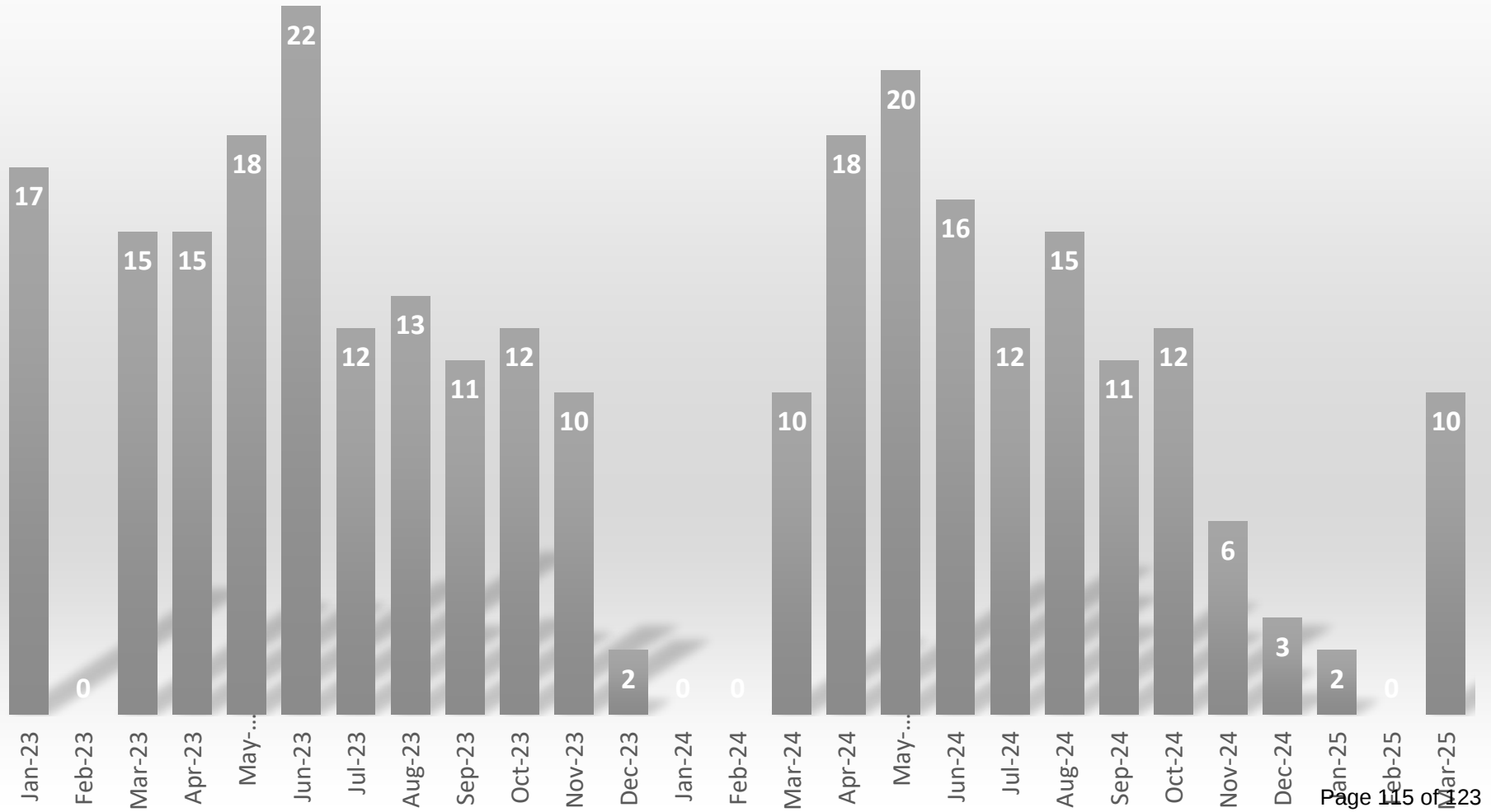
Mowed Areas

March 16th ,2025-April 15th , 2025

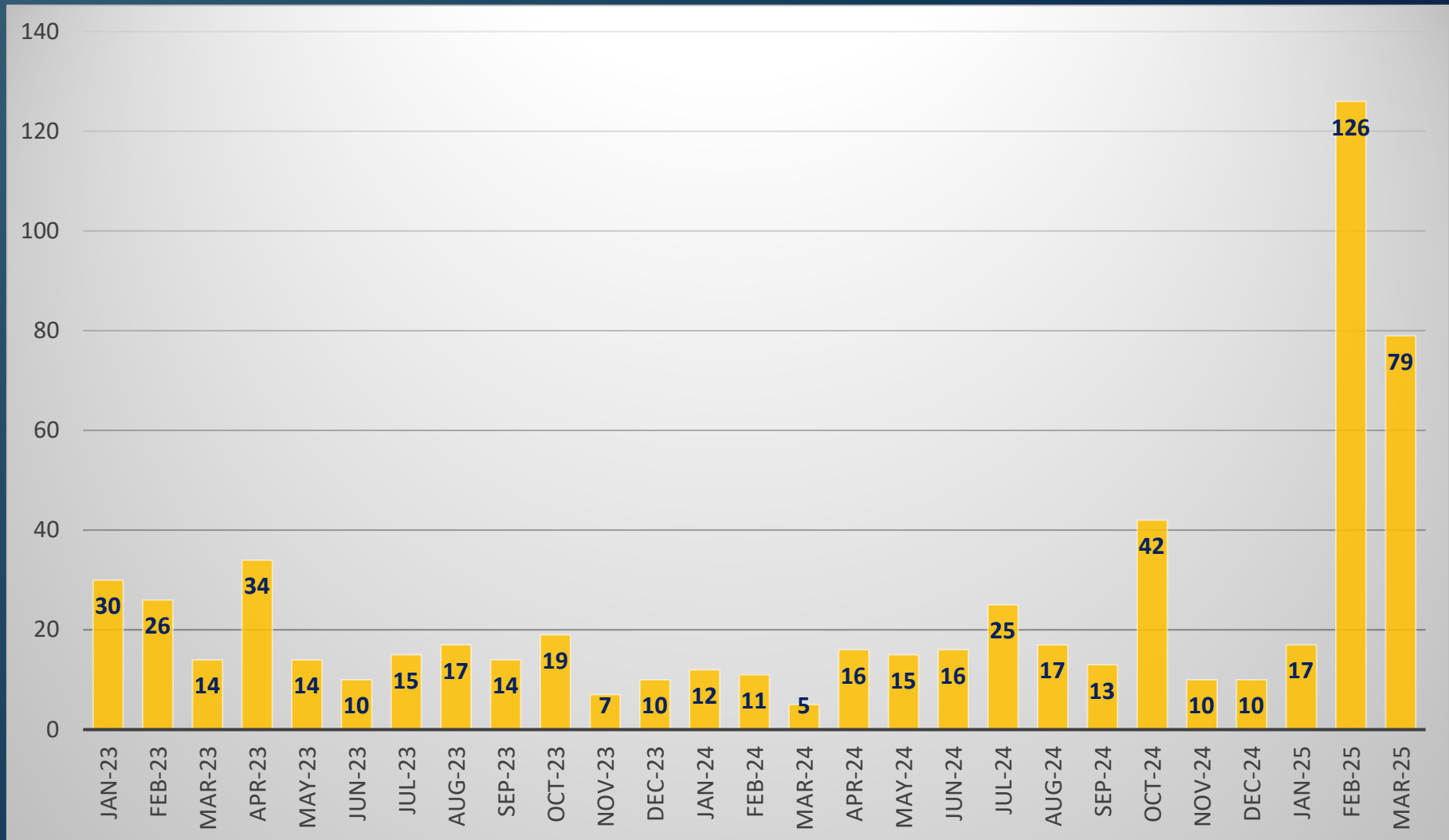


Intersections Cleared

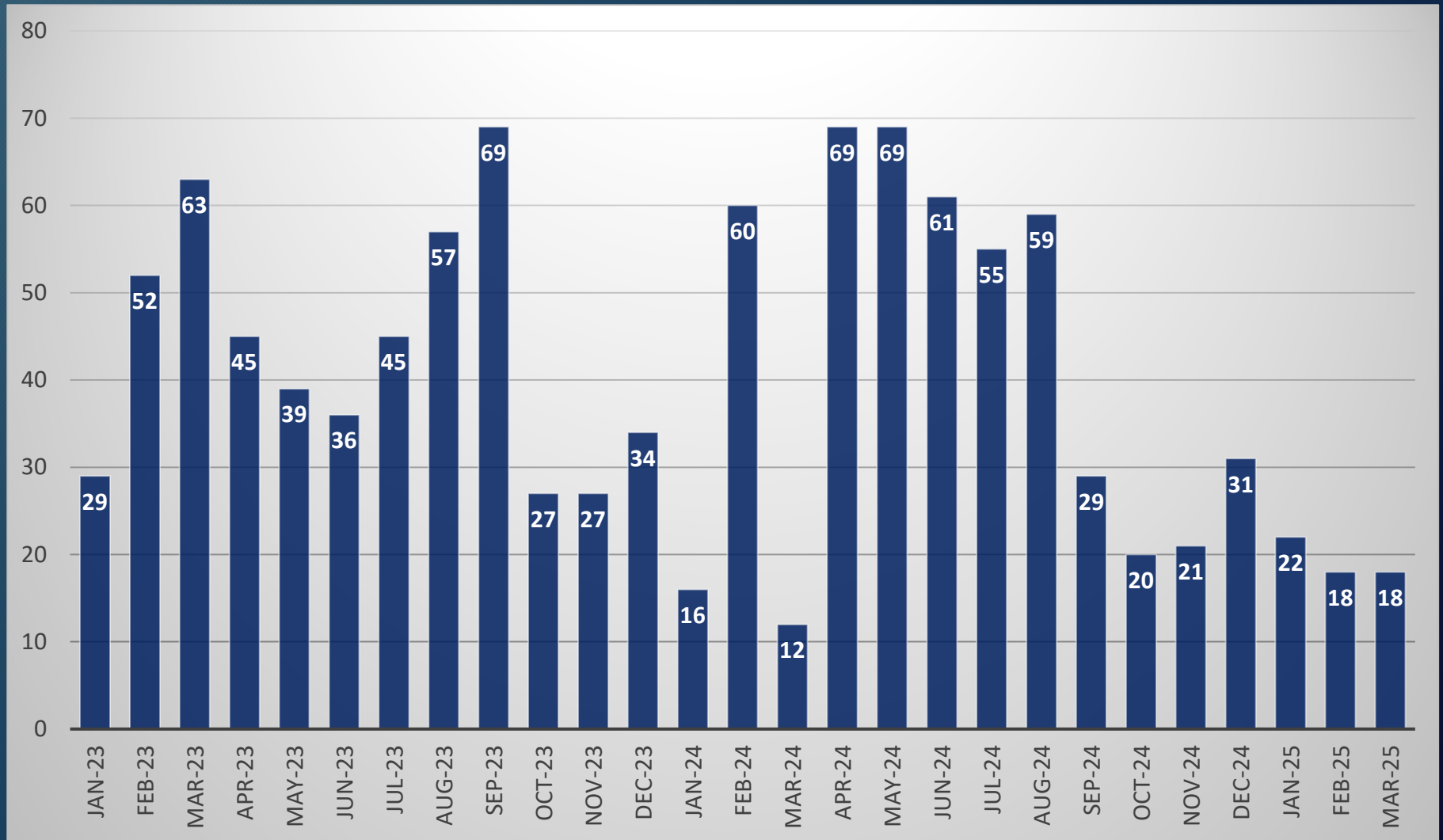
Line of Site for Vehicles



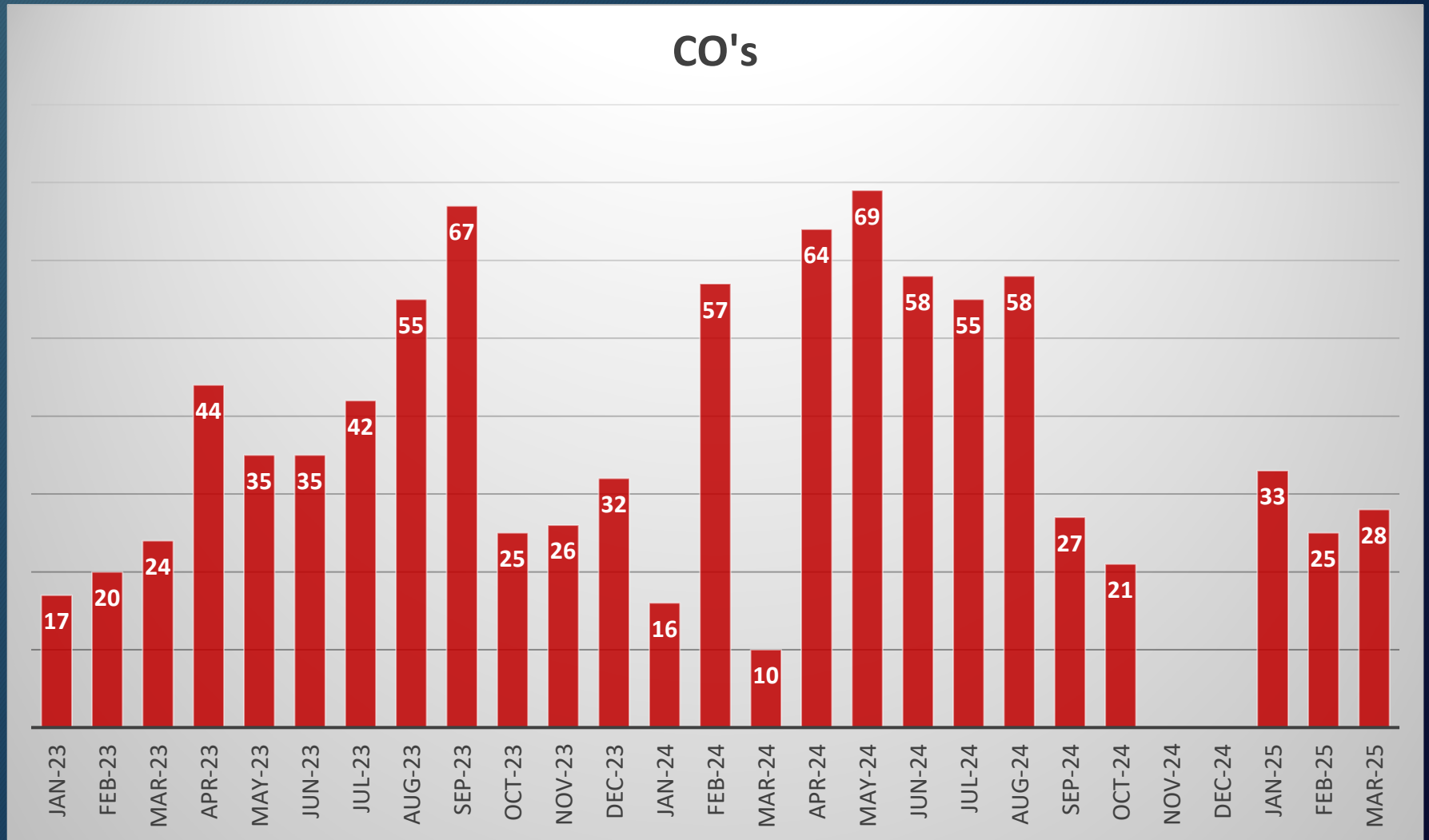
Signs Replaced



Building Permits Issued



Certificates of Occupancy Issued





Raw Water Line

- Pre-purchased of pipe on 3/22/2022, 2/7/2023, and 9/12/2023.
- Project Bid for construction on 10/7/2023 and awarded on 12/12/2023.
- Started fusing pipe in February of 2024.
- Currently fusing pipe at Gipson property, about 2 more miles of fusing and they will be at the Tawakoni Pump Station.
- About 4 miles of pipe remaining to be installed in the ground.
- Lake Tawakoni header project started, and temporary tie ins and wiring is up and running.





Planned Street Projects

Proposed Mill and Overlay:

- Jones Street-from 4th St. to 3rd St.
- King Street-from Horsley St. to Stanford St.
- Bois D Arc Street-from Pickett St. to Chaffin St.
- Pickett Street-from Texas St. to Katy St.
- Cheltenham-from Hunter's Run to expansion off of Roy Warren.
- Division Street-from 4th St. to 7th St.

Total Cost **\$486,503.40**

Currently out to bid, plan to bring to City Council May 2025. City Council Transportation Sub-Committee met and made the above recommendation.



- 21 streets were analyzed as high-volume priority
- Truck List Data was collected in 15-minute increments from Tuesday through Thursday to give good average daily traffic counts (ADT) volumes.



THANK YOU!

**Greenville Board of Development (GBOD)
4A Economic Development Corporation (4A-EDC)
Economic Development Corporation (EDC)
March 13, 2025**

Wesley United Methodist Church
1200 E. Joe Ramsey Blvd.
Discovery Room
GREENVILLE, TEXAS

Present: Chairman Holly Gray, Barry Gluck, Frank Stephenson, Blake Taylor, Gerry Morris, Tim Dooley, Shaun Franklin

Absent: George Alexander

Staff: Greg Sims, John Dickson, Erika Alecio

Visitors: Mayor Ransom, Terry Thomas, Summer Spurlock, Mark Sapp

I. CALL TO ORDER OPEN SESSION – 3:01 pm

II. INVOCATION – Gerry Morris

III. OPEN SESSION ITEMS

Chairman Holly announced the new committee appointments, beginning with the Budget/Finance Committee, which includes Shaun Franklin, Chairman Holly Gray, and Gerry Morris. The Investment Committee will be composed of Shaun Franklin, Frank Stephenson, and Barry Glock. The BREP Committee will consist of Gerry Morris, Blake Taylor, and Frank Stephenson. Lastly, the Downtown ED/Tourism Committee will include Gerry Morris, Tim Dooley, and Barry Glock.

A. PRESENTATIONS/VISITOR'S COMMENTS

The Board welcomes comments from visitors, however, visitor's comments should be limited to three (3) minutes each.

No presentations.

B. CONSENT CALENDAR - All items listed are considered to be routine by the Board and will be approved with one motion unless GBOD Offices are notified by a GBOD/4A-EDC Board Member 24 hours before the scheduled time of the meeting.

1. Approval of Board Meeting Minutes – February 13, 2025
2. Approval of Financial Statements – Not Available

C. REPORTS

1. Chairman's Report – Chairman Gray provided a real estate update.
2. President/CEO Report: No Report.
3. Business Development Director Report: No Report.
4. Council/Committee Reports - BREP Council/Committee Reports: No Report.
5. BUDG/FIN: No Report.

IV. EXECUTIVE SESSION

At 3:11 P.M. Chairman Holly Gray announced the Board would retire to Executive session.

In accordance with Texas Government Code:

Section 551.087: (1) Discussion or deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting development negotiations; (2) Deliberate the offer of a financial or other incentive to a business prospect described by Subdivisions: Projects: Ready, Rounder, Reorder, Lodge, Bubble, Decker, Window 2, Jackson, Sawtooth Mountain, DC4/Quad, Bluebonnet, Mack, DC-Fishcher, Pen, Rock, Yellow, Icehouse, Dough, Ravioli, Lariat, High Speed, Go, Diamond, Metal, Temple, 200 Newmark, Rewind, Snack, Genesis, Mass, Windshield, Robert II, Renown, Rouge Roller, Kelly Verde, Barrel Bolt, KR.

Section 551.072: Discussion with respect to the purchase, lease, or value of real property, when such discussion would have a detrimental effect on negotiating position of the governmental body: Projects: Ready, Rounder, Reorder, Lodge, Bubble, Decker, Window 2, Jackson, Sawtooth Mountain, DC4/Quad, Bluebonnet, Mack, DC-Fishcher, Pen, Rock, Yellow, Icehouse, Dough, Ravioli, Lariat, High Speed, Go, Diamond, Metal, Temple, 200 Newmark, Rewind, Snack, Genesis, Mass, Windshield, Robert II, Renown, Rouge Roller, Kelly Verde, Barrel Bolt, KR, EDC Properties.

V. RECONVENE OPEN SESSION 4:01 P.M

VI. ACTION – OPEN SESSION – Take any action on any item discussed in Open Session as needed.

- 1. *Tim Dooley moved that the Board approve the Consent Calendar. Barry Gluck seconded the motion. This motion passes unanimously.***

VII. ACTION - EXECUTIVE SESSION - Take any action on any item discussed in Executive Session as needed.

VIII. ADJOURN – 4:06 P.M.



Holly Gray, Chairman