



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
February 25, 2025
6:00 PM**

1. Call to Order

2. Invocation

A. Pastor Micah Johnson, Bethlehem Baptist Church

3. Pledge of Allegiance

4. Presentations

A. Teen Dating Violence Awareness Month (*Mayor Jerry Ransom*)

B. Library Achievement of Excellence Award (*Mayoral Proclamation*)

5. Citizens to be Heard

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

6. Public Hearings

Public Testimony

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

7. Ordinances

A. Consideration and action on an ordinance authorizing the donation of surplus property "Lighting Instruments and Lighting Fixtures" to Greenville Independent School District & Audie Murphy American Cotton Museum (*Micah McBay, Community Engagement Director*)

8. Resolutions

- A. Consideration and action on a resolution authorizing a change order with Adolfson and Peterson (AP Gulf States, Inc.) related to the Reecy Davis Re-Roofing project (*Brett Quarles, Director of Parks and Recreation*)
- B. Consideration and action on an resolution authorizing an agreement with CGI Digital. (*Micah McBay, Community Engagement Director*)
- C. Consideration and action on a resolution authorizing a Second Amendment to the Economic Development Agreement by and between the City of Greenville and Crossroads Greenville Properties Ltd , and Greenville Dunhill LLC (*Daniel W. Ray, City Attorney*)

9. Consent Calendar

- A. City Council Meeting Minutes - February 11, 2025
City Council Meeting Minutes - Special Meeting - February 13, 2025
- B. Consideration and action on an ordinance authorizing a Professional Services Contract renewal with Gaboton Group Inc. for the services in the field of government and public affairs including grant programs administered by the Federal Government. (*Summer Spurlock, City Manager*)
- C. Consideration and action on a resolution authorizing final payment for the construction contract with Tricon Services for the Tawakoni Raw Water Line Clearing Project (*Robert Burney, Water Treatment Plant Superintendent*)
- D. Resolution adopting the annual review of the Investment Policy of the City of Greenville Financial Policies
(*G.P. Ippolito, Director of Administrative Services/Finance*)
- E. Ordinance to cancel the May 3, 2025 General Election for Place 2; certifying the unopposed status of the candidate and declaring the unopposed candidate (TJ Goss) elected to office (*Carla Oldacre, City Secretary*)

10. City Staff/City Council Reports

- A. Monthly Status Report - January 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

13. Executive Session

- A. **Section 551.071 (1) & (2)** Consultation with City Attorney on any regular session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items as needed; consultation with City Attorney regarding pending or contemplated litigation, settlement offers, or matters deemed subject to the Code of Professional Responsibility of the State Bar of Texas: 1216 I-30 Real Property; Public Improvements Real Property Purchases and Eminent Domain; 5103 I-30 Real Property; 5000 I-30 Nuisance abatement; Creek Crossing

nuisance matter; MUD/MMD Legislation; TCEQ Permit Number WQ0016464001; Altura Annexation; Nuisance Abatement suit on 1906 Stanford, Waste Franchise and hauling.

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:

“TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH”

WHEREAS, teen dating violence may occur in person, on social media, online, or through other electronic communication, taking forms such as verbal or physical abuse, cyberstalking, non-consensual distribution of intimate images, or other technology-facilitated acts; and

WHEREAS, teen dating violence affects individuals of all genders and does not discriminate based on race, ethnicity, socioeconomic status, sexual orientation, or background, underscoring the need for comprehensive awareness and education efforts; and

WHEREAS, organizations like Women In Need take a stand against all forms of violence and are proud to provide programs in the local school to educate teens about healthy relationships, red flags of abuse, and the risks associated with teen dating violence, helping to empower young people with knowledge and tools to foster safety and respect in relationships; and

WHEREAS, educating teens about healthy relationships, domestic violence, sexual assault, dating violence, cyberbullying, and stalking, as well as modeling and promoting healthy behaviors within dating relationships, are key strategies to help mitigate teen dating violence in our society; and

NOW, THEREFORE, WE, the City Council of the City of Greenville, proclaim February as Teen Dating Violence Awareness and Prevention month in the City of Greenville and urge all the citizens of this locality to become aware of the need to promote awareness and prevention of this quiet epidemic.

**In testimony whereof, witness my hand this the
25th day of February 2025**

Attest:

Jerry J. Ransom, Mayor

Carla Oldacre, City Secretary

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

Office of the Mayor



Proclamation

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

2024 Achievement of Library Excellence Award

WHEREAS, public libraries play vital roles in the education, recreation, and empowerment of local communities; and

WHEREAS, each year the Texas Municipal Library Directors Association confers the Achievement of Library Excellence Award for outstanding contributions to public libraries in Texas; and

WHEREAS, applicants must exhibit excellence by providing services to underserved and special populations; marketing in innovative ways; pursuing collaborative efforts; continually enhancing its services; supporting literacy, digital inclusion, and workforce development; providing cultural, topical, and educational programming; and comprehensively training its staff; and

WHEREAS, of the 542 public libraries systems in Texas, only 102 who have earned this year's award, with this honor our library is in the top 19% of all public libraries in the state; and

WHEREAS, the W. Walworth Harrison Library has met the requirements of excellence and been awarded the 2024 Texas Municipal Library Directors Association Achievement of Library Excellence Award; and

NOW, THEREFORE on behalf of the Greenville City Council, we hereby congratulate the Library Staff on a job well done.

**In testimony whereof, witness my hand
this the 25th day of February 2025**

Attest:

Jerry J. Ransom, Mayor

Carla Oldacre, City Secretary

Jerry Ransom
Mayor

Terry Thomas
Mayor Pro Tem
Place 1

TJ Goss
Councilmember
Place 2

Phillip R. Spencer
Councilmember
Place 3

Tim Kruse
Councilmember
Place 4

Ben Collins
Councilmember
Place 5

Kenneth Freeman
Councilmember
Place 6



February 7, 2025

John Hayden
W. Walworth Harrison Public Library
1 Lou Finney Ln, Greenville, TX 75401

Dear John Hayden,

Congratulations to the W. Walworth Harrison Public Library! On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you that you have been awarded the 2024 Achievement of Excellence in Libraries Award.

Your application clearly demonstrated your commitment to providing exceptional service to your community. Of the 542 public library systems in Texas, your library is one of only 102 who have earned this year's award. With this honor, your library is now in the top 19% of all public libraries in the state.

We know you will want to proudly display your accolades, which include a congratulatory letter, a digital medal and an award template that can be used to order a plaque. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationery, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site or to a page displaying your accomplishment and/or completed application.

Again, congratulations on this accomplishment, and thank you for enriching the lives of your residents and providing your community with outstanding and innovative services.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Pfledderer".

Cynthia Pfledderer
President, Texas Municipal Library Directors Association





2024
**Achievement of Excellence in
Libraries Award**

Presented to:

**W. Walworth Harrison
Public Library**



Awarded by

**Texas Municipal Library
Directors Association**



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 7A

Contact: Micah McBay, Engagement Dir

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

Contact Phone: 903-457-3126

Subject: Consideration and action on an ordinance authorizing the donation of surplus property "Lighting Instruments and Lighting Fixtures" to Greenville Independent School District & Audie Murphy American Cotton Museum (*Micah McBay, Community Engagement Director*)

1. Background/History:

Section 71 of the City of Greenville Charter allows for the City to dispose of personal property by ordinance. The existing lighting equipment at the Greenville Municipal Auditorium (GMA) is obsolete and has minimal to no resale value. Most venues and production companies have transitioned to LED lighting, making the older incandescent instruments largely incompatible with modern systems without costly modifications. The City has donated equipment to GISD in the past when that equipment was no longer useable. For example, in February 2021 the city donated bleachers to GISD and Greenville Christian School and in 2020 the city donated used lighting to GCS.

2. Findings/Current Activity

GMA staff recommends donating the usable lighting instruments to Greenville Independent School District (GISD) for use in the high school theatre department. The GHS Theatre Director has confirmed that GISD can integrate these instruments into their existing setup.

Additionally, staff recommends donating two lighting fixtures to the Audie Murphy American Cotton Museum to add to their archives for future generations to see the types of lighting instruments that once illuminated the GMA.

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 authorizing the donation of obsolete but functional lighting equipment from the GMA to Greenville ISD for educational and theatrical use and to the Audie Murphy American Cotton Museum for archival purposes.

ORDINANCE NO. 25-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE DONATION OF SURPLUS PROPERTY “LIGHTING INSTRUMENTS AND LIGHTING FIXTURES” TO THE GREENVILLE INDEPENDENT SCHOOL DISTRICT AND THE AUDIE MURPHY COTTON MUSEUM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Greenville has approved tech and lighting upgrades to our Municipal Auditorium by Resolution 24-70 on July 23, 2024; and

WHEREAS, the Greenville ISD has a need for the lighting instruments and the Audie Murphy Cotton Museum has a need for the two lighting fixtures which are all considered to be surplus property; and

WHEREAS, Sec. 71. Sale of Personal Property of the City’s Charter states, in part, the following:

“.....The City Manager may dispose of personal property in any manner approved by ordinance of the City Council, including by auction, interlocal agreement, or donation...”

WHEREAS, the City Council believes it to be in the best interest of the citizens of Greenville to authorize the City Manager to donate the lighting instruments to the Greenville Independent School District and the two lighting fixtures to the Audie Murphy Cotton Museum.

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

SECTION 1. The City Council hereby finds that the lighting instruments and lighting fixtures are considered surplus property.

SECTION 2. The City Council of the City of Greenville, Texas hereby authorizes the City Manager to donate the surplus property of lighting instruments to the Greenville ISD and lighting fixtures to Audie Murphy Cotton Museum from the Greenville Municipal Auditorium.

SECTION 3. 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 holding 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 4. This Ordinance shall take effect and be in full force on and after the 25th day of February 2025.

PASSED AND APPROVED, this 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 8A

Contact: Brett Quarles, Parks Director

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

Contact Phone: 903-457-3205

Subject: Consideration and action on a resolution authorizing a change order with Adolfson and Peterson (AP Gulf States, Inc.) related to the Reecy Davis Re-Roofing project (*Brett Quarles, Director of Parks and Recreation*)

1. Background/History:

August 13, 2024, The City of Greenville approved by Resolution 24-78 a construction services agreement with AP Gulf States, Inc. for Recreation Centers Bond in the amount of \$56,707,132.00.

2. Findings/Current Activity

In FY 2022-2023 Council approved a CO Bond for various projects. 2 of these projects are for Reecy Davis floor \$60,000 and Reecy Davis Storage \$200,000. Both items were included in the 2023 GO Bond.

Currently Reecy Davis has a faded green standing seam metal roof that would not match the addition being constructed to Reecy Davis.

AP Submitted a quote from their vendor for \$262,432.32 for the roof replacement and an allowance not to exceed of \$3,096.00. This would make them the same color therefore limit the contrast of the existing building and the new addition.

3. Financial Impact/Account No.

Funds are available in Account No.160-451100-55003-0000 in the amount of \$260,000. The rest of the of money would come from project contingency (PK 2400)

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 authorize a change order with AP Gulf States, Inc. in the amount of \$265,528.32.

RESOLUTION NO. 25-19

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 RE-ROOFING PROJECT AT THE REECY DAVIS RECREATION CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In August of 2024, The City of Greenville entered into a construction services agreement with AP Gulf States, Inc. for Recreation Centers Bond in the amount of \$56,707,132.00; and

WHEREAS, In FY 2022-2023 Council approved a CO Bond for various projects. 2 of these projects are for Reecy Davis floor \$60,000 and Reecy Davis Storage \$200,000. Both items were included in the 2023 GO Bond; and

WHEREAS, for the roof to be consistent in color and match through-out there is a need to replace existing roof during this construction phase; and

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

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

SECTION 1. The City Council hereby authorizes a Change Order for the Reecy Davis re-roofing project with AP Gulf States, Inc., in an amount not to exceed \$265,528.32.

SECTION 2. Funds are available in 160-451100-55003-0000 in the amount of \$260,000. The remainder will be funded from project contingency in PK 2400.

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

PASSED AND APPROVED, this 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney

AGREEMENT DETAILS:

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

CHANGE DETAILS

CR: 009
 Status: Pending Approval
 Change Date: 01/31/2025

OWNER:

City of Greenville Texas
 2821 Washington Street
 Greenville, TX 75401

Change Request: 009

Date: 01/31/2025

Change Request Description:

Re-roofing of the existing building (see attached proposal). Should wet insulation be discovered, the cost to replace approximately 540sqft would not exceed \$3,096.00. This cost along with mark up is not included. Should this need to take place, a change order will be required (see attached proposal indicating allowance cost).

Change Request Details:

Item#	Cost Code	Description	Amount
001	07-4000-00-S	8552TARR - Tarrant Roofing Llc Roofing & Siding Panels	\$249,674.00
M-001	00-6216-00-M	Builders Risk	\$324.57
M-002	00-6216-06-M	SDI	\$2,996.08
M-003	00-6216-03-M	General Liability Insurance	\$2,746.41
M-004	00-6113-00-M	Performance Bonds	\$1,697.78
M-005	99-9999-99-F	Fee	\$4,993.48

Proposed Amount \$262,432.32

Requested Days 0 Days

CONTRACTOR

AP Gulf States, INC

dba Adolfson & Peterson Construction

Signature:

By:

Its:

OWNER

City of Greenville Texas

Signature:

By:

Its:

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

To: Adolfson & Peterson
txestimating@a-p.com

Date: January 24th, 2025
Revised: 02/06/2025

Re: Reecy Davis Recreation Center Re-Roof
4320 Lee Street
Greenville, TX 75401

Scope of Work to be as follows: VS-216 Panel Roof Replacement

- Remove and haul off the existing standing seam roof system and flashings.
- Inspect the existing insulation for signs of saturation or deterioration. Wet insulation that is discovered needing to be replaced will be documented and reported for a change order for material and labor costs.
- Provide and install Shulte Building System VS-216 24-Gauge Kynar Finished roof panels per manufacturer specifications.
- Provide and install all necessary 24-gauge pre-finished flashings for eave, rake, ridge, sidewall, headwall, and ridge per manufacturer specifications.
- Provide and install terminations for MEP penetrations.
- Furnish crew for EFIS repairs of sidewall flashing termination at low to high roof. Paint to match existing wall.
- Provide and install 24-gauge gutter and downspouts per SMCNA standards.
- Furnish a Tarrant Roofing 5-Year Workmanship Warranty at the conclusion of our work.

This Scope of Work specifically excludes:

- Permitting Costs.
- Any work outside normal business hours.
- Any items not clearly stated in the Scope of Work, or which are the result of unforeseen conditions.
- Any installation of non-warrantable details.
- Framing/sub-framing, decking/sheathing, and wood nailers for install by others unless specifically stated in this Scope of Work.
- Mechanical, plumbing, or electrical work, including trade guidance unless otherwise specified and agreed to by Tarrant Roofing.
- Installation of any waterproofing membranes.
- Furnishment of installation of roof access ladder unless other specified in Scope of Work.
- Thru-wall openings and penetrations. All penetration must be cut in prior to roof work being started. Tarrant roofing has the right to void warranty if any penetrations are cut into the roof after completion.
- Exclusions of Bonds unless mentioned. Tarrant Roofing is bondable, please request rates.
- Flashings that are associated with exterior wall system or glazing by others.
- Vent jacks and flashings provided to other trades by Tarrant Roofing. (Tarrant Roofing can provide the flashing package for the entire project, all trades, please ask for pricing)
- Roof curbs, hatches, penetrations, pipe supports, etc. shall be supplied and installed by others unless otherwise included in the contract. Tarrant Roofing will flash items per manufacturer standards.
- Roof drains provided by others and not installed by Tarrant Roofing.
- Sheet metals of any kind, panels of any kind, aluminum canopies, awnings, shade devices, or any other exterior fabrications not specifically mentioned in the Scope of Work.
- Any structural work.
- Any installation, testing, evaluation or repair of the roof decking.
- Any protection to interior furnishings or items.
- Any protection to existing landscaping or hardscaping installations.

Tarrant Roofing, LLC
Commercial - Multi-Family - Industrial – Retail
1900 Handley Ederville Rd Fort Worth, TX 76118
P:817-571-7809 F:817-358-2039

- Any temporary covers.
- Any repair of materials which are damaged by others.
- Any repair of materials installed by Tarrant Roofing which are damaged by others.

Total Cost Labor and Materials – Tax Exempt

VS-216 Panel Roof Replacement – Gutter and Downspouts Included	\$227,354.00
Shop Drawings and Engineer Stamped Drawings if Required	\$3,000.00
Bond if Required	\$6,820.00
20-Year No Dollar Limit Weather Tightness Warranty if Required	\$12,500.00

Total Cost: **\$249,674.00**

Wet Insulation Allowance - Total Cost Labor and Materials – Tax Exempt

Minimum Insulation Allowance 180SQFT Roll	\$1,032.00
Maximum Insulation Allowance Up to 540 SQFT	\$3,096.00

Based on jobsite walk, wet insulation is not expected to exceed 540SQFT.

Alternate Scope of Work - Total Cost Labor and Materials – Tax Exempt

Replace existing downspouts to match new PEMB downspouts	\$8,015.00
Replace existing gutter to match new PEMB gutter	\$15,069.00

Price Valid 30 Days from 02/06/2025

Please feel free to contact me with any questions about the content of this proposal by phone at 817-228-6986 or by email at tenglish@tarrantroofing.com.

Sincerely,

Tim English
Commercial Estimator
c: 817-228-6986 o:817-571-7809

Tarrant Roofing, LLC
Commercial - Multi-Family - Industrial – Retail
1900 Handley Ederville Rd Fort Worth, TX 76118
P:817-571-7809 F:817-358-2039



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 8B

Contact: Micah McBay, Engagement Dir

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

Contact Phone: 903-457-3126

Subject: Consideration and action on an resolution authorizing an agreement with CGI Digital. (Micah McBay, Community Engagement Director)

1. Background/History:

With our continued growth, the Community Engagement Department is constantly seeking new ways to promote Greenville—not only as a tourist destination but also as an ideal place to start a business and raise a family. One key strategy we are actively exploring is the use of video content to enhance our promotional efforts. Our ongoing feature on PBS's Viewpoint with Dennis Quaid is an example of this initiative.

Additionally, we are working to develop internal resources for video production and promotion to further amplify our outreach.

2. Findings/Current Activity

We were recently approached by CGI Digital with a proposal for a partnership between the City of Greenville and their company. Under this agreement, CGI will produce five one-minute video segments showcasing different aspects of the city. As part of the arrangement, the city will host the video links on the homepage of our website.

We propose the following five focus areas for video creation:

1. Welcome video (overview of Greenville)
2. Living in Greenville (aimed at business owners and new residents)
3. Parks & Recreation
4. Downtown
5. Arts & Culture

3. Financial Impact/Account No.

Cost to the city: none. CGI does not charge the city for video production. Instead, they require a letter of partnership from the city, confirming that we will host the videos on our website. CGI then uses this letter to sell ad space to local businesses, whose advertisements will be displayed alongside the city's videos, relevant to each topic.

This partnership offers a no-cost opportunity to enhance Greenville's visibility through

professionally produced video content while engaging the local business community in the process.

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 authorize an agreement with CGI and approve the proposed letter, allowing us to add these videos to our website.



Name: Micha McBay
Title: GMA/Tourism Manager
Address: 2821 Washington St
City, State, Zip: Greenville, TX 75401
Phone number: 903-457-3100
Website: <https://www.ci.greenville.tx.us/>
Email: mmcbay@ci.greenville.tx.us

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Greenville, TX (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the <https://www.ci.greenville.tx.us/> homepage including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to 5 one-minute videos with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, or Homes/Real Estate
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection and audio mastering
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds
- Store and stream all videos on CGI's dedicated server
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the <https://www.ci.greenville.tx.us/> website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the <https://www.ci.greenville.tx.us/> within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its <https://www.ci.greenville.tx.us/> homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. The city warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

Greenville, TX

CGI Communications, Inc. D/B/A CGI Digital

Signature:

Name (printed): Summer Spurlock

Name (printed): Nicole Rongo

Title: City Manager

Title: Vice President, Government Relations & Strategic Partnerships

Date:

DATE: 2-3-25

From: [McBay, Micah A.](#)
To: [Oldacre, Carla](#)
Subject: CGI AIR
Date: Wednesday, February 12, 2025 2:52:57 PM
Attachments: [image001.png](#)

Thought council might want to see what this would look like live. Here's a link to the city of Lewisville, Texas who uses CGI on their website. <https://www.cityoflewisville.com/about-lewisville>

Thanks!

Micah McBay

COMMUNITY ENGAGEMENT DIRECTOR

+903-457-3126

mmcbay@ci.greenville.tx.us

showtimeatthegma.com
travelgreenvilletx.com

2821 Washington St.
Greenville, TX 75403



A City With Heart

RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZE A CONTRACT WITH CGI DIGITAL COMMUNICATIONS, INC. d/b/a CGI DIGITAL; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City's Community Engagement and Tourism department is currently seeking new ways to promote Greenville; and

WHEREAS, the department is focused on attracting tourists and provide for unique ways to inform current citizens; and

WHEREAS, CGI Digital provides video services that will enhance our current promotional efforts; and

WHEREAS, the City Council has determined that approval of approval of a contract with CGI Digital Communications, INC., (CGI Digital) related to video services is consistent with the interests of the citizens of Greenville, Texas.

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

SECTION 1. The City Council hereby authorizes the City Manager to enter into a contract with CGI Digital Communications, INC., (CGI Digital) to provide five (5) one-minute video segments showcasing different aspects of the city.

SECTION 2. There is no monetary cost to the City. CGI Digital requires a letter of partnership from the city, confirming that we will host the videos on our website. CGI then uses this letter to sell ad space to local businesses, whose advertisements will be displayed alongside the city's videos, relevant to each topic.

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

PASSED AND APPROVED, this the 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 8C

Contact: Daniel Ray, City Attorney

Contact Email: daniel@scottraylaw.com

Contact Phone: 903-457-3121

Subject: Consideration and action on a resolution authorizing a Second Amendment to the Economic Development Agreement by and between the City of Greenville and Crossroads Greenville Properties Ltd , and Greenville Dunhill LLC (*Daniel W. Ray, City Attorney*)

1. Background/History:

The City Attorney will update the Council on this item.

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

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** by and between the **CITY OF GREENVILLE, TEXAS**, a Texas home-rule municipality ("City"), and Crossroads Greenville Properties, LTD (the "Developer"), is entered into as of February 28, 2012.

WHEREAS, the Developer is the owner or will become the owner of appropriate property rights of that certain tract of land in the City described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"), which Property comprises the land described and referred to in the Developer's Conceptual Plan, attached hereto as **Exhibit B**, for the proposed development described therein (the "Project"); and

WHEREAS, the Developer and the City have determined that the development of the Property will best be accomplished through an economic development agreement, entered into pursuant to the provisions of Chapter 380, Texas Local Government Code; and,

WHEREAS, the City and the Developer agree that the provisions of this Agreement substantially advance a legitimate interest of the City;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

1. The Project. The Developer intends to renovate the existing Crossroads Mall, currently configured as a traditional enclosed retail mall, anchored by large department stores at each end with a row of small retail tenant spaces located between the anchors. The proposed renovation will provide for a transformation to a "Big Box" configuration; large retailers with access directly to the parking area. The existing Mall leasable area of 250,548 square feet will be reduced to approx. 216,093 square feet of leasable area. Staples, Belk's and JC Penney (approx. 110,993 square feet) will remain undisturbed by the renovation, Bealls and Hibbitt Sports will be relocated into newly created spaces, with the remainder of the leasable area occupied by "Big Box" retailers new to the project. The renovation will be undertaken in one or more phases to be located on the property in accordance with the Conceptual Plan, as generally described in Exhibit B.

2. Project Improvements and Performance Measures.

(a) All of the improvements set forth in **Exhibit B** attached hereto, together with such other improvements as may be related thereto (including, without limitation, all costs incurred in connection with obtaining governmental approvals, certificates, and permits required in connection with the construction of the Improvements), shall be referred to herein as the "Project Improvements." Such Project Improvements shall be designed and constructed in accordance with the applicable ordinances of the City and other regulatory agencies with jurisdiction. The City shall have the right to review and approve all plans and specifications for the Project Improvements prior to construction.

(b) As a condition of receiving the Grant Payments described in Section 3, the Developer shall achieve and maintain the following Performance Measures:

- (1) commence construction on the Project within six (6) months of the effective date of this Agreement.
- (2) invest a minimum of \$11,306,329 in the Project as it relates to real property.
- (3) invest of minimum of \$316,000 in the Project as it relates to personal property.
- (4) maintain a minimum taxable assessed value of the property of \$10,000,000 throughout the term of the agreement.
- (5) maintain a minimum of \$23,000,000 in annual taxable sales at the Property over the term of this Agreement.

3. Grant Payments.

(a) In consideration of the construction of the Project and the economic investment and job creation in the City by the Developer, the City agrees to pay the Developer certain Grant Payments as provided in this Section. The Grant Payments are calculated on incremental sales taxes the City receives based on the amounts above the minimum annual taxable sales referred to in Section 2(b)(5) and will be composed of 50% of the incremental City sales taxes (i.e., 5/10ths of the total 1.375% sales tax) generated. The City may make Grant Payments from any lawful source available to the City so long as the City's obligation does not exceed the amount of the Project Sales Tax. This agreement shall be subordinate to any pledge of the City's tax revenue with respect to the City's bonded indebtedness.

(b) On an annual basis and within thirty days (30 days) of the Grant Payments, compliance with the Performance Measures and payment calculations for the previous calendar year shall be certified by an independent certified public accountant (at the Developer's cost) and verified by the City. Failure to comply with the Performance Measures listed as (b) 4 - 5 in Section 2 in any particular year during the term of this agreement shall result in the Developer not being entitled to the Grant Payment for that year. In addition, businesses at the Property that have been relocated to the Property from other parts of the City as a result of the Project shall not be counted in the Performance Measures as it relates to taxable sales; however, any incremental increase in jobs, taxable inventory, or taxable sales resulting from the relocation of a business within the City is eligible to be included in the Performance Measures.

(c) The City shall make the Grant Payments to the Developer in the amount of the Project Sales Taxes for the previous calendar year, as provided herein, on the first day of February starting the calendar year following the completion of the Project Improvements, continuing each year for a period of fifteen (15) years. The Grant Payments shall terminate upon achieving the earlier of i) the fifteenth payment as provided herein ii) a cumulative total of \$2.0 million in Grant Payments paid to the Developer iii) the payment made in Year 2028.

(d) In an effort to incentivize a higher level of upfront investment, if \$10,000,000 or more of the improvements referred to in Section 2(b) are completed within 18 months, the City agrees to forgo Section 3(c)(ii) and will not cap the cumulative amount of Grant Payments during the 15 year period.

5. Project Quality. As consideration in part of the City's agreement to pay the Grant Payment, the Developer agrees to construct the Project to meet applicable City standards for such developments as provided by City regulations.

6. Default, Remedies. Any party to this Agreement that believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party under this Agreement shall within ten business days after discovery of said default, give written notice of the default to the defaulting party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached, what specific action must be taken to cure or correct the default, and requesting that the City Council of the City provide the parties an opportunity to be heard in public session to discuss the default at the next scheduled city council meeting. The City Council, after review of such request, shall determine whether to provide the

parties the opportunity to be heard in public session to discuss the default at the next scheduled city council meeting. Should the party receiving the notice fail to commence action to correct the default within the time determined by City Council and/or thereafter fail to diligently pursue the completion of the action to correct the default, or should City Council determine riot to hear the matter, the party giving the notice of default may exercise other available remedies at law and in equity. Notwithstanding the foregoing, the parties hereto shall have all remedies provided at law and in equity with respect to this Agreement.

7. Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any, joint enterprise.

8. Construction and Interpretation.

(a) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including," "such as," or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation," or "but not limited to," are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

(b) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(c) This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

9. INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND

DEFEND THE CITY OF GREENVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING THE DEVELOPER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

10. Developer's Guarantee. The Developer guarantees and warrants that, with respect to that portion of the Project Improvements for which the City has agreed to consider ownership and/or maintenance thereof, if, within one year after the acceptance by City of such portion of the Project Improvements, defects should appear in the materials or workmanship relating to such portion of the Project Improvements, the Developer shall have such defects promptly repaired at no cost or expense to the City. This guarantee will apply to all parts of the Project Improvements that have been accepted by the City. This provision is for the sole benefit of the City and shall not in any way be construed to limit or modify any right or claim that the Developer may have against any person or entity that may have furnished such defective materials or performed such defective work.

11. Miscellaneous Provisions.

(a) Actions Performable. The City and the Developer agree that all actions to be performed under this Agreement are performable solely in Hunt County, Texas.

(b) Assignability. Performance by the Developer under the terms and conditions of this agreement are deemed personal and, as such, any attempt to convey, assign or transfer those duties and obligations without the prior written approval and consent by City are void; provided, however, the Developer shall be authorized to assign or transfer its rights, duties and obligations under this Agreement to an affiliate of the Developer under common ownership and control. The Developer may assign its interests in this Agreement, but not its duties or obligations, to the Developer's financial lenders of the Project without the consent of the City and the City agrees to execute any estoppel certificates (in a form reasonably acceptable to the City) required by such financial lenders regarding the status of this Agreement. Notwithstanding the above

and without limitation, no assignment of any kind shall be valid until the City has been provided written notice thereof, including the name and contact information of the assignee.

(c) Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

(d) Complete Agreement. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.

(e) Exhibits. All exhibits attached to this Agreement are incorporated herein reference and expressly made part of this Agreement as if copied verbatim.

(f) Notice. Any notice or demand which either the City or the Developer is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by facsimile, (iii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

If to the City:

City of Greenville, Texas
2821 Washington
Greenville, Texas 75401
Attention: City Manager

or any other address or addresses which the Developer may be notified of in writing by the City;

If to the The Developer:

ADDRESS

or such other address or addresses which the City may be notified in writing by the Developer.

Such notice shall be deemed to have been served (a) four business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed, improperly addressed or delayed by the courier, or (d) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to either of the parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

(g) Force Majeure. The Developer and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

(h) Forum Selection. This Agreement and the relationship between the City and The Developer shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the City and The Developer shall exclusively be the appropriate court in Hunt County, Texas. The Developer specifically consents to and waives any objections to, *in personam* jurisdiction in Hunt County, Texas.

(i) Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and The Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager or his designee, and the initial representative for The Developer shall be the individual designated for notice purposes under **Section 13(d)** (the "Developer Representative"). The representatives shall be available at all reasonable times and places to discuss and review the performance of the parties to this Agreement and the development of the Property pursuant to the Conceptual Plan, it being understood however, that any modifications, amendments or interpretations of this Agreement shall be subject to approval by the City Council of the City.

12. Effective Date. This Agreement shall be binding and take effect only upon both parties signature hereto, attachment of all required exhibits, receipt by City of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date indicated below that the Agreement is signed by the City.

13. Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Development Agreement are true and are adopted and made a part of the body of this agreement, binding the parties hereto, as if the same were fully set forth herein.

14. Representation of City. The City represents and warrants to the Developer that the City is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein, and has the legal authority to reimburse the Developer as provided in this Agreement. The Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement and is a proper party to this Agreement.

15. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and the Developer, respectively.

16. Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Developer and the City. In the event any part, provision or paragraph thereof shall become unenforceable by reason of judicial decree or determination the parties hereto mutually agree to the extent possible to ensure that all other provisions of the agreement including the intent of the Agreement be honored and performed.

17. Stipulations Relied Upon by City. The Developer understands that the City desires to follow applicable law in all respects; that the City does not want to subject its taxpayers to the costs of litigation and damages, for which it has not set aside funds; and that the City has a legitimate interest in wanting to know if the Developer believes that a condition is unlawful or of questionable validity or otherwise judicially untested when it is accepting the benefits of this Agreement, so that the City may review the subject condition administratively to make a focused inquiry as to whether in fact it is unlawful based upon the authority provided by The Developer, and if found to be unlawful, determine whether to proceed without the condition. Accordingly, for valuable consideration, the Developer stipulates and agrees that the City has relied upon the following in approving this Agreement:

(a) Any protest to any fee, dedication, reservation, condition, or any purported exaction imposed herein shall be pursued in accordance with the procedures contained in **Section 8** herein, at the time of approval, or conditional approval or no later than 60 days after the date of the subject approval.

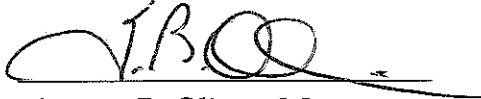
(b) The Developer acknowledges that it understands the conditions, voluntarily accepts them, and agrees that they are lawful and constitutional in all respects.

(c) That the benefits of the City's approval to this Agreement equal or outweigh the costs of any conditions imposed upon the Developer in this Agreement.

[Remainder of page left blank.]

CITY:

CITY OF GREENVILLE, TEXAS



Thomas B. Oliver, Mayor

DEVELOPER:

By: _____ its general partner

By: _____

Name: _____

Title: _____

ATTEST:



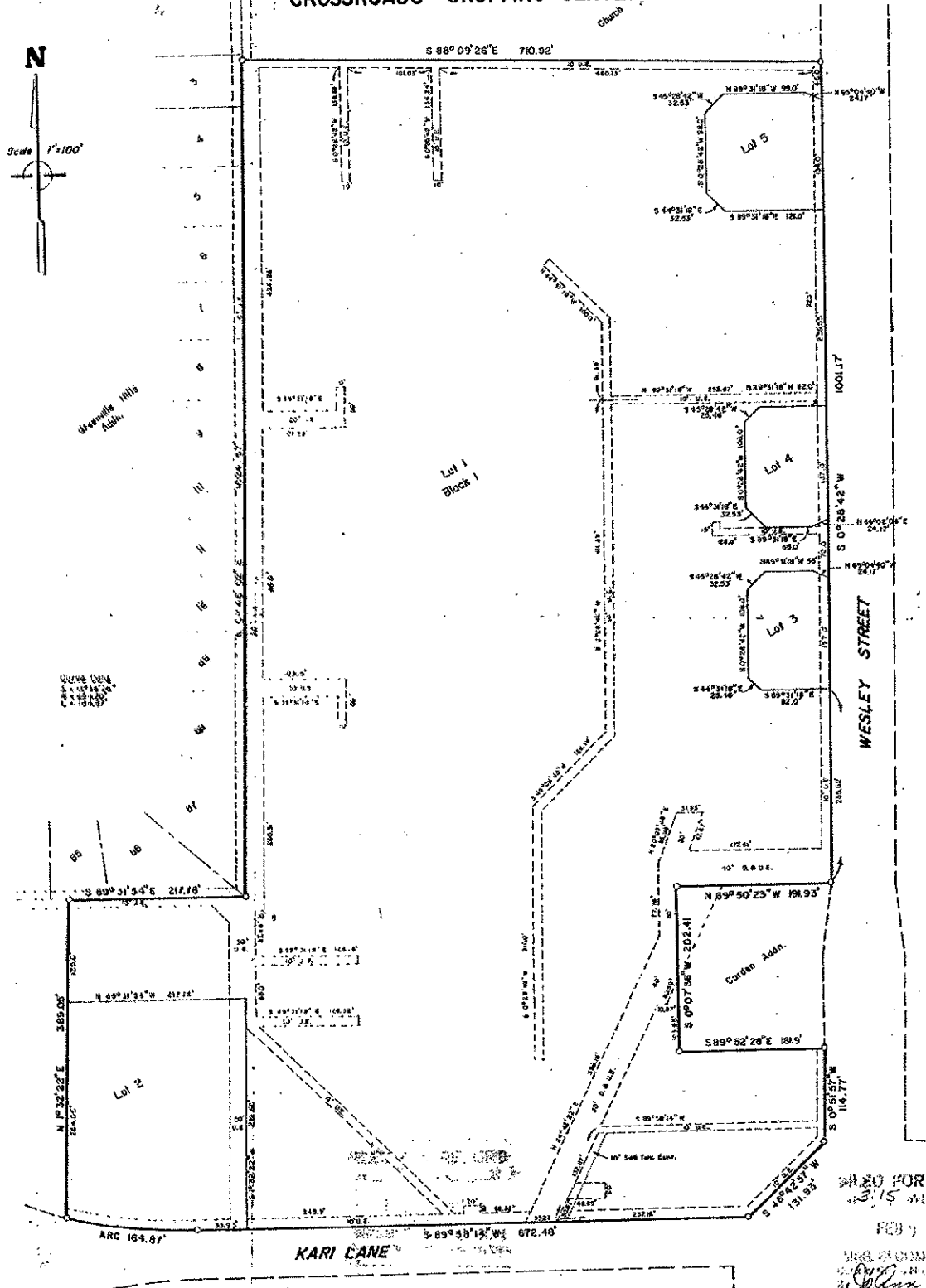
Debra Newell, City Secretary

EXHIBIT A

DESCRIPTION OF PROPERTY

Vol: 400 Page 793

REPLAT OF CROSSROADS SHOPPING CENTER ADDITION



ORDINANCE NO. 16-028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A FIRST AMENDMENT WITH CROSSROADS GREENVILLE PROPERTY LTD.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council authorized entry into an Economic Development Agreement between the City of Greenville and Crossroads Greenville Properties, Ltd., by Ordinance 12-014 on February 28, 2012; and

WHEREAS, careful review of the agreement reveals that certain performance measure have not been met or are not applicable; and

WHEREAS, because the outstanding revitalization of the Promenade Mall (formerly Crossroads Mall), City Staff believes it to be beneficial to amend the contract with Crossroads Greenville Property Ltd.; and

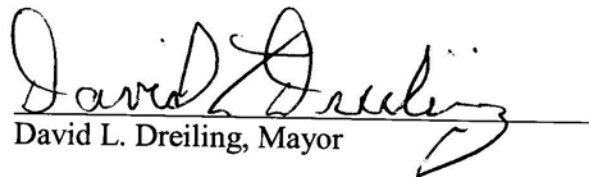
WHEREAS, the City Council deems it in the best interest of the citizens of Greenville to enter into a First Amendment to the Economic Development Agreement.

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

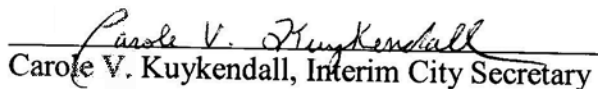
SECTION 1: The City Manager be, and he is hereby, authorized to execute on behalf of the City of Greenville, a First Amendment to the Economic Development Agreement by and between the City of Greenville and Crossroads Greenville Property Ltd.

SECTION 3: This Ordinance shall be in full effect from and after June 14, 2016.

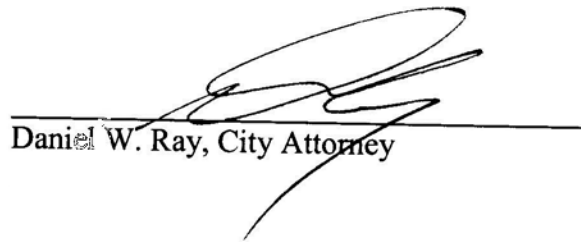
PASSED AND APPROVED, this the 14th day of June, 2016.


David L. Dreiling, Mayor

ATTEST:


Carole V. Kuykendall, Interim City Secretary

APPROVED AS TO FORM:



Daniel W. Ray, City Attorney

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (this "**Amendment**") is by and among the CITY OF GREENVILLE, TEXAS, a Texas home-rule municipality ("**City**"), and CROSSROADS GREENVILLE PROPERTY LTD., ("**the Developer**") (collectively referred to as "**The Parties**") is executed as of the last date indicated in the signature blocks to this Amendment, but effective as of June 14, 2016 (the "**Effective Date**").

RECITALS

- A. On or about February 28, 2012, the City and the Developer entered into that certain Economic Development Agreement (the "**Agreement**") to provide for certain inducements and financial incentives for Developer to renovate the existing Crossroads Mall originally configured as a traditional enclosed retail mall to a "Big Box" configuration. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.
- B. The Developer has not met certain Performance Measures while other Performance Measures are believed to be invalid and The Parties desire to amend the Agreement to provide amended Performance Measures and Grant Payments upon the terms and conditions set forth below.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the matters set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Replace 2(b)(1) Project Improvements and Performance Measures with the following (1) commence construction on the Project within two (2) years of the effective date of this Agreement.
- 2. Remove 2(b)(3) in its entirety.
- 3. Replace 3(c) Grant Payments with the following 3(c) The City shall make the Grant Payments to the Developer in the amount of the Project Sales Taxes for the previous calendar year, as provided herein, on the first day of February starting the calendar year following the completion of the Project Improvements, continuing each year and terminating upon achieving the earlier of: i) a cumulative total of \$2.0 million in Grant Payments paid to the Developer; or ii) the payment made in Year 2028.
- 4. Severability. If any term or provision of this Amendment is found to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Amendment cannot be affected thereby, and each term and provision of this Amendment will be valid and enforceable to the fullest extent permitted by law.
- 5. Construction. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Amendment.

6. Ratification of the Agreement. The Parties hereby ratify and confirm the Agreement, as amended by this Amendment.
7. Binding Effect. Except as modified hereby, this Agreement shall remain in full effect and this Amendment shall be binding upon The Parties and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.
8. Counterparts. This Amendment may be executed in duplicate counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[Remainder of page intentionally left blank.]

CITY:
CITY OF GREENVILLE TEXAS,
a Texas home-rule municipality

Massoud Ebrahim, City Manager

Date: 7/29/2016

ATTEST:

Carole V. Kuykendall
Carole V. Kuykendall, Interim City Secretary

APPROVED AS TO FORM:

Daniel W. Ray
Daniel W. Ray, City Attorney

STATE OF TEXAS

§
§
§

COUNTY OF HUNT

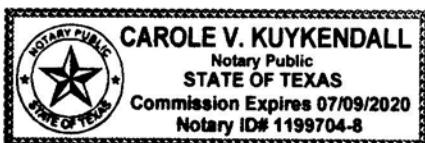
This instrument was acknowledged before me on the 29 day of July, 2016, by Massoud Ebrahim, City Manager of the City of Greenville, Texas, a Texas home-rule municipality on behalf of said home-rule municipality.

Carole V. Kuykendall
Notary Public, State of Texas

My Commission Expires on: 07-09-2020

Typed or Printed Name of Notary:

Carole V. Kuykendall



CROSSROADS GREENVILLE PROPERTY LTD.
Developer

By:

Signature

Printed Name

Date:

STATE OF TEXAS

COUNTY OF HUNT

§
§
§

This instrument was acknowledged before me on the _____ day of _____,
2016, by _____, Developer.

Please see attached certificate
Notary Public, State of Texas

My Commission Expires on: _____

Typed or Printed Name of Notary:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On July 28, 2016 before me, Diana M Flores Martinez, a notary public
(insert name and title of the officer)

personally appeared Bob Yari,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT

This ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT (this “**Assignment**”) is entered into as of _____, 2025, by and between **CROSSROADS GREENVILLE PROPERTIES, LTD.**, a Texas limited partnership (“**Assignor**”), and **GREENVILLE DUNHILL LLC**, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor and the City of Greenville, Texas, a Texas home-rule municipality (the “**City**”) have entered into that certain Economic Development Agreement dated as of February 28, 2012, as amended by that certain First Amendment to Economic Development Agreement dated as of June 14, 2016 (collectively, the “**Agreement**”), related to the real property described therein, commonly known as Greenville Promenade Shopping Center, located at 6834 Wesley Street, Greenville, Hunt County, Texas (the “**Property**”).

WHEREAS, contemporaneously herewith, Assignor has conveyed the Property to Assignee.

WHEREAS, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to the Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, it is agreed as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Agreement. Assignee hereby accepts such assignment and assumes and agrees to perform all of Assignor’s obligations arising under the Agreement that first arise on or after the date hereof. This Assignment is made by Assignor and is accepted by Assignee subject to the terms of the Agreement. The Assignor and Assignee agree that if either party receives any Grant Payments that covers a period in which both the Assignee and Assignor owned the Property for a time during such period, then the party receiving such Grant Payment shall immediately remit to the other party its pro-rata share of such Grant Payment.

2. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Texas without regard to any applicable conflicts of law and shall be deemed performable in Hunt County, Texas. Any agreement contained, expressed or implied in this Assignment shall be only for the benefit of the parties hereto and their respective successors and assigns, it being the intention of the parties hereto that no other person or entity shall be deemed a third-party beneficiary of this Assignment.

3. This Assignment may be executed in counterparts and on separate signature pages, and as so executed shall constitute a single instrument.

(Remainder of Page Intentionally Left Blank. Signatures Follow)

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASSIGNOR:

CROSSROADS GREENVILLE PROPERTIES, LTD.,
a Texas limited partnership

By: Forum General, Inc.,
its sole general partner

By: _____
Bob Yari, President

ASSIGNEE:

GREENVILLE DUNHILL LLC,
a Delaware limited liability company

By: _____
William L. Hutchinson, President

The City of Greenville Texas hereby consents to the foregoing Assignment.

CITY OF GREENVILLE TEXAS,
a Texas home rule municipality

By: _____
Summer Spurlock, City Manager

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

RESOLUTION NO. 25-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A SECOND AMENDMENT WITH CROSSROADS GREENVILLE PROPERTY LTD. AND GREENVILLE DUNHILL LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Assignor and the City of Greenville, Texas, a Texas home-rule municipality have entered into that certain Economic Development Agreement dated as of February 28, 2012, as amended by that certain First Amendment to Economic Development Agreement dated as of June 14, 2016, related to the real property described therein, commonly known as Greenville Promenade Shopping Center, located at 6834 Wesley Street, Greenville, Hunt County, Texas; and

WHEREAS, careful review of the agreement reveals that certain performance measure have not been met or are not applicable; and

WHEREAS, because the outstanding revitalization of the Promenade Mall (formerly Crossroads Mall), City Staff believes it to be beneficial to amend the contract with Crossroads Greenville Property Ltd.; and

WHEREAS, the City Council deems it in the best interest of the citizens of Greenville to enter into a Second Amendment to the Economic Development Agreement.

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

SECTION 1: The City Manager be, and he is hereby, authorized to execute on behalf of the City of Greenville, a Second Amendment to the Economic Development Agreement by and between the City of Greenville and Crossroads Greenville Property Ltd and Greenville Dunhill LLC.

SECTION 3: This Resolution shall be in full effect from and after February 25, 2025.

PASSED AND APPROVED, this 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 9A

Contact: Carla Oldacre, City Secretary

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

Contact Phone: (903)457-3121

Subject: City Council Meeting Minutes - February 11, 2025

City Council Meeting Minutes - Special Meeting - February 13, 2025

1. Background/History:

City Council Meeting minutes - February 11, 2025 Regular Meeting and City Council Meeting minutes - February 13, 2025 Special Council Meeting

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	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

**Work Session Agenda
February 11, 2025 Minutes
4:30 PM**

1. Call to Order

Mayor Ransom called the work session to order at 4:32 p.m. and noted for the record a quorum of Council were in attendance as follows: Mayor Pro Tem Thomas, Councilmembers Goss Spencer and Collins. The Council adjourned into executive session at 4:31 p.m and returned to open meeting at 4:41 p.m. with all in attendance at the executive session returning. Councilmember Kruse was present at 4:53 p.m. and Councilmember Freeman was present at 5:06 p.m.

2. Items to be Discussed

A. Wildcatter project update

Jack Turnage of Wildcatter gave a video presentation and an overview of projects. Skeet Sherman, CEO of Wildcatter also answered questions from Council related to current and future projects.

3. Items on the Regular Agenda

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

The City Council adjourned back into executive session at 5:05 p.m. with the Mayor, Mayor Pro Tem Thomas, Councilmembers Goss, Spencer, Collins, Kruse and Councilmember Freeman joined at 5:06 p.m. Also in attendance: City Manager Summer Spurlcok, City Attorney Daniel Ray and City Secretary Carla Oldacre.

The executive session adjourned at 6:03 p.m.

5. Adjourn

The workshop session was adjourned at 6:04 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 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
February 11, 2025 Minutes
6:00 PM**

1. Call to Order

Mayor Ransom called the meeting to order at 6:05 p.m. and noted that a quorum (all) of the City Council members were present. Those in attendance were: Mayor Pro Tem Thomas, T.J., Goss, Philip Spencer, Tim Kruse, Ben Collins, and Kenneth Freeman were present. Also in attendance were City Manager Summer Spurlock, City Attorney Daniel Ray, and City Secretary Carla Oldacre.

2. Invocation

A. Chief of Police Chris Smith
Police Chief Chris Smith offered the invocation.

3. Pledge of Allegiance

4. Presentations

A. Introduction of Euriah W. Brown, Director of Human Resources for the City of Greenville (*Summer Spurlock, City Manager*)
City Manager Spurlock introduced newly hired Human Resources Director Euriah W. Brown.

B. Recognize the promotion of and Administer Oath of Office to Sgt. Freddy Guante (*Chris Smith, Chief of Police*)
Police Chief Chris Smith administered the Oath of Office to recently promoted Sgt. Freddy Guante of the Greenville Police Department.

C. Black History Month Proclamation (*Mayor Ransom*)
Mayor Ransom issued a Proclamation celebrating Black History Month in the City of Greenville.

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.

John Kelso - zoning

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 appointing Euriah W. Brown as the Civil Service Director for the City of Greenville (*Summer Spurlock, City Manager*)

Councilmember Goss moved, Mayor Pro Tem Thomas seconded the enactment of Resolution 25-07: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING EURIAH W. BROWN AS THE CIVIL SERVICE DIRECTOR FOR THE CITY OF GREENVILLE AND PROVIDING AN EFFECTIVE DATE.** Motion approved by unanimous vote of the City Council.

- B. Consideration and action of a resolution approving a consulting services agreement with Letora Anderson as a City Planner for the City of Greenville (*Summer Spurlock, City Manager*)

Councilmember Spencer moved, and Councilmember Goss seconded the enactment of Resolution 25-08: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A CONSULTING SERVICES AGREEMENT WITH LETORA ANDERSON AS A CITY PLANNER FOR THE CITY OF GREENVILLE; AND PROVIDING FOR AN EFFECTIVE DATE.** Motion approved by unanimous vote of the Council.

- C. Consideration and action on a resolution authorizing the increase of an existing PO in the amount of \$175,799.35 through Waukesha-Pearce Industries (WPI) for WTP generator installation (*GP Ippolito, Administrative Services/Finance -Summer Spurlock, City Manager*)

Mayor Pro Tem Thomas moved, Councilmember Freeman seconded for the enactment of Resolution 25-09 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE PURCHASE ORDER INCREASE IN THE AMOUNT OF**

\$175,779.35 FOR THE INSTALLATION OF THE WATER TREATMENT PLANT GENERATOR THROUGH WAUKESHA-PEARCE INDUSTRIES (WPI); AND PROVIDING AN EFFECTIVE DATE. Motion approved by unanimous vote of the City Council.

- D. Consideration and action on a resolution amending the City of Greenville Employee Personnel Manual establishing the Juneteenth Holiday (*Mayor Jerry Ransom*)

Councilmember Freeman moved, Councilmember Spencer seconded the enactment of Resolution 25-10: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING AND AMENDING THE CITY OF GREENVILLE EMPLOYEE PERSONNEL MANUAL FOR ALL CITY EMPLOYEES, SECTION 14.1 HOLIDAYS WITH THE ADDITION OF THE JUNETEENTH HOLIDAY; AND PROVIDING AN EFFECTIVE DATE.** Motion approved by unanimous vote of the City Council.

- E. Consideration and action on a resolution approving a change order with MH Civil Constructors, Inc. for the header project at the Tawakoni Pump Station (*Robert Burney, Water Plant Superintendent*)

Mayor Pro Tem Thomas moved, Councilmember Freeman seconded the enactment of Resolution 25-11: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A CHANGE ORDER WITH MH CIVIL CONSTRUCTORS, INC., FOR WORK AT THE TAWAKONI PUMP STATION; AND PROVIDING AN EFFECTIVE DATE.** Motion approved by unanimous vote of the City Council.

- F. Consideration and action on a resolution appointing a member to the Board of Development to fill an unexpired vacancy for Place 5 (*Appointments Sub-Committee; Mayor Ransom; Terry Thomas and Ben Collins*)

Councilmember Collins moved, Councilmember Spencer seconded the enactment of Resolution 25-12: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, TO REMOVE CURRENT PLACE 5 BOARD OF DEVELOPMENT MEMBER RENEE SHELTON AND REPLACE HER WITH BLAKE TAYLOR TO COMPLETE THE UNEXPIRED TERM; AND PROVIDING AN EFFECTIVE DATE.** Motion approved by unanimous vote of the City Council.

- G. Consideration and action on resolutions appointing members and naming chairmen to the following boards and commissions (*Board and Commission (Appointments Sub-Committee; Mayor Ransom; Terry Thomas, and Ben Collins)*)

- 1) Board of Parks and Recreation
- 2) Library Advisory Board
- 3) Planning and Zoning Commission
- 4) Substandard Structures Rehabilitation Board

Councilmember Collins moved, Councilmember Goss seconded the adoption of:

1. Board of Parks and Recreation
Resolution 25-13: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING MEMBERS TO THE BOARD OF PARKS AND RECREATION ADVISORY BOARD TO SERVE IN PLACES 1 (Kristen Washington), 2 (Hannah Tipton), 3 (Bob Vreeke) AND APPOINTING A CHAIRPERSON (Mandy Stewart); SETTING AN EFFECTIVE DATE.**

2. Library Advisory Board

Resolution 25-14: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING MEMBERS TO THE LIBRARY ADVISORY BOARD TO SERVE IN PLACES 1 (Kristen Washington) AND 3 (Natalie Pegg) AND APPOINTING A CHAIRPERSON (Jimmy Hamilton); SETTING AN EFFECTIVE DATE.**

3. Planning and Zoning Commission

Resolution 25-15: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING/REAPPOINTING MEMBERS TO PLACE 7 (Caroline Feezel), PLACE 8 (Lonnie Doan) and PLACE 9 (Lee Pierce) AND APPOINTING A CHAIRPERSON (Berniece Reeves-Brown) TO THE PLANNING AND ZONING COMMISSION; SETTING AN EFFECTIVE DATE.**

4. Substandard Structures Rehabilitation Board

Resolution 25-16: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING MEMBERS TO THE SUBSTANDARD STRUCTURES REHABILITATION BOARD TO SERVE IN PLACES 1 (Glover George) & 5 (Caroline Feezel) AND APPOINTING A CHAIRPERSON (Glover George); SETTING AN EFFECTIVE DATE.**

Motion approved by unanimous vote of the City Council.

- H. Discuss and consider approving the recommendation of the Selection Review Committee to award by resolution the negotiation of a contract for engineering services pertaining to the application and implementation, if awarded, of the City's 2025-2026 Texas Department of Agriculture TxCDBG grant and authorizing the execution of a contract (*Summer Spurlock, City Manager*)

Mayor Pro Tem Thomas moved, Councilmember Spencer seconded the enactment of Resolution 25-17: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, SELECTING AN ENGINEERING FIRM (Schaumberg & Polk, Inc. (SPI) TO ASSIST THE CITY WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING AND THE PROJECT IMPLEMENTATION OF A CONTRACT, IF AWARDED, FROM THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) FOR 2025/2026 TEXAS COMMUNITY BLOCK GRANT PROGRAM – COMMUNITY DEVELOPMENT FUND (TxCDBG-CD).** Motion approved by unanimous vote of the City Council.

- I. Consideration and action on a resolution approving the submission of a grant application through the United States Department of Justice (DoJ), Edward Byrne Memorial Justice Assistance Grant Program. (*Chris Smith, Chief of Police*)

Councilmember Spencer moved, Mayor Pro Tem Thomas seconded the enactment of Resolution 25-18: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTORIZING THE SUBMISSION OF A US DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) THROUGH THE OFFICE OF THE GOVERNOR FOR THE PURCHASE OF TECH LICENSING FOR INVESTIGATIVE SOFTWARE AND PROVIDING AN EFFECTIVE DATE.** Motion approved by unanimous vote of the City Council.

9. Consent Calendar

A. City Council Meeting Minutes - January 28, 2025
Councilmember Collins moved; Councilmember Freeman seconded for the adoption of the Consent Agenda. Motion passed by unanimous vote of the City Council.

10. City Staff/City Council Reports

A. Monthly Status Update - December 2024 (*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. Substandard Structures Board Minutes - July 1, 2024 meeting

13. Executive Session

A. **Section 551.071 (1) & (2)** Consultation with City Attorney on any regular session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items as needed; consultation with City Attorney regarding pending or contemplated litigation, settlement offers, or matters deemed subject to the Code of Professional Responsibility of the State Bar of Texas: *1216 I-30 Real Property; Public Improvements Real Property Purchases and Eminent Domain; 5000 I-30 Nuisance abatement; Creek Crossing nuisance matter; MUD/MDD Legislation; TCEQ Permit Number WQ0016464001; Altura Annexation; Nuisance Abatement suit on 1906 Stanford, Waste Franchise and hauling.*

14. Take action on any item discussed in Executive Session

15. Adjourn

The City Council meeting was adjourned at 6:41 p.m. by unanimous consent of the City Council.

Carla Oldacre, City Secretary

Jerry J. Ransom, Mayor



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

**Special City Council Meeting
February 13, 2025 Minutes
10:00 AM**

1. Call to Order

Mayor Ransom called this Special City Council meeting to order at 10:00 a.m. and noted for the record a quorum of the council was present. Councilmembers in attendance were: Mayor Pro Tem Thomas, Councilmember Goss, Spencer (Zoom) and Freeman. Also present were: City Manager Summer Spurlock, Legal Counsel, Attorney Julie Fort of Messer Fort and City Secretary Carla Oldacre.

2. Pledge of Allegiance

3. 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.

4. Ordinances

- A. Receive a report, hold a discussion, conduct a public hearing, and consider an Ordinance annexing the hereinafter described property identified as being a portion of Hunt CAD ID 23678, generally located north of Walter Grady Drive and west of Ed Rutherford Road; and being an approximate 11.098 acre tract of land situated in the Jacob Dunn Survey, Abstract No. 249, Hunt County, Texas; extending the boundary limits of the City so as to include the described property.

Mayor Pro Tem Thomas moved; Councilmember Freeman seconded to Approve Ordinance 25-005: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN**

APPROXIMATELY 11.098 ACRE TRACT OF LAND SITUATED IN THE JACOB DUNN SURVEY, ABSTRACT NO. 249, GENERALLY LOCATED NORTH OF WALTER GRADY DRIVE AND WEST OF ED RUTHERFORD ROAD, BEING A PORTION OF HUNT CAD ID 23678, HUNT COUNTY, TEXAS, AS DESCRIBED IN MORE DETAIL IN THE ATTACHED EXHIBIT "A", INTO THE CORPORATE LIMITS OF THE CITY OF GREENVILLE, HUNT COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR AMENDING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY, CUMULATIVE REPEALER, AND SAVINGS CLAUSES; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE. Motion Passed by unanimous vote of the Council present. (5-0).

5. 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: Annexation Ordinance

6. Take action on any item discussed in Executive Session

7. Adjourn

The City Council adjourned this Special City Council meeting at 10:04 a.m. by unanimous consent of the Council present.

Carla Oldacre, City Secretary

Jerry J. Ransom, Mayor



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 9B

Contact: Summer Spurlock, City Manager

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

Contact Phone:

Subject: Consideration and action on an ordinance authorizing a Professional Services Contract renewal with Gaboton Group Inc. for the services in the field of government and public affairs including grant programs administered by the Federal Government. (Summer Spurlock, City Manager)

1. Background/History:

The City believes it to be in the best interest of the citizens of Greenville that the City enter into an agreement with Gaboton Group, LLC. This will provide the City with services regarding to securing federal grant funding.

2. Findings/Current Activity

The City Council previously authorized a contract to continue services with Josh Gaboton with Gaboton Group LLC. for a monthly fee of \$2,000; for a total of \$24,000 for the year on June 28, 2022. Gaboton Group LLC. has completed their 4th year of service and is asking to be renewed for another year to extend to February 28, 2026.

3. Financial Impact/Account No.

Total final contract sum will be \$24,000.00 in monthly installments of \$2,000.00, with a 30-day termination notice for federal grant management services. Funds are available in account 100-1-411000-54101-0000.

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 that the City Council approve the renewal contract for Gaboton Group LLC. for professional services for services regarding to securing federal grant funding.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
GREENVILLE, TEXAS, AND THE GABOTON GROUP, LLC.**

The following is an agreement (this "Agreement") between the City of Greenville, Texas, and the firm The Gaboton Group, LLC, hereinafter referred to as "The Gaboton Group."

WHEREAS, The Gaboton Group provides professional services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government; and

WHEREAS, the City of Greenville deems it in its best interest to employ The Gaboton Group to provide the City with services in the field of federal government and public affairs consulting, including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

A. **PROFESSIONAL SERVICES TO BE PROVIDED:** The Gaboton Group will consult and advise City officials and staff, as requested, on Federal government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government, including but not limited to:

1. **Developing strategies to obtain and maximize Federal funding for Transportation and Infrastructure, Economic Development, Law Enforcement, Emergency Response, Educational and Technological Related Activities, including Flood Control Initiatives mutually agreed to in writing by the City and The Gaboton Group.**
2. **Coordinating the City's Federal appropriations, authorizations, grants, legislation and policy related activities with the United States Congress and Federal agencies.**

3. Access to The Gaboton Group's new Grant Services Department and to assist the City to secure federal grant funding from federal agencies in Washington DC.
4. Monitor trends and priorities amongst the federal agencies, and The Gaboton Group will work to refine City grant proposals and insure they reflect City Administration funding objectives.
5. Maintain direct contact with Congressional Delegation members, and their staff in Washington, DC and Texas.
6. Coordinate and convene local - meetings with staff from the offices of United States Congressman Keith Self, including Senator John Cornyn and Senator Ted Cruz and their successors, to update the City on legislation and policy.
7. Maintain contact with key officials from the United States House of Representatives and Senate on issues and interests involving the City.
8. Assisting to maintain contact with key officials from the Texas State legislature, and Committees staff, on issues and interests involving the City.

9. **Advocating City's interests to Federal Departments and Agencies as necessary; and**
10. **Two site visits per year to update and brief key City Officials and representatives on legislative activity and progress.**

B. **PAYMENT:** The parties have determined the most efficient and economical method to compensate for The Gaboton Group's services to be provided is by a monthly retainer with a not to exceed annual contract amount of Twenty-Four Thousand Dollars (\$24,000.00). The monthly retainer shall be deemed earned by The Gaboton Group upon the City being invoiced by The Gaboton Group.

C.

- (i) **MONTHLY RETAINER:** The Gaboton Group's compensation for the services provided hereunder shall be \$2,000.00 per month. The Gaboton Group shall submit the monthly \$2,000.00 fee invoice at the first of each month, beginning on March 1, 2025.
- (ii) **EXPENSES:** The fees described in subsection (i) above includes two (2) visits by The Gaboton Group personnel to the client offices.

PART II GENERAL PROVISIONS

- A. **COOPERATION:** The City of Greenville participate in meetings and provide any information and documentation as may be reasonably requested by The Gaboton Group to enable the Firm to provide professional services.
- B. **STATUS OF THE GABOTON GROUP, LLC:** The parties intend that The Gaboton Group, in performing its services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Gaboton Group is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City of Greenville provides to its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS:** All notices, invoices, and payments shall be made in writing and shall be given by electronic mail, U.S. mail or personal delivery. Notices, bills and payments sent by mail must be addressed as follows:

City of Greenville: Summer Spurlock
City Manager
City of Greenville
2821 Washington Street
Greenville, Texas 75401
(903) 457-3100

The Gaboton Group: The Gaboton Group, LLC
601 Pennsylvania Avenue, NW
South Building – Suite 900
Washington, DC 20004
(202) 285-5002

- D. **NON-DISCRIMINATION:** The Gaboton Group shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment related to race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **COMPLIANCE:** The Gaboton Group and the City of Greenville shall comply with the Lobbying Disclosure Act and all amendments and the Honest Leadership and Open Government Act of 2007.
- F. **TERM OF AGREEMENT:** This Agreement shall become effective March 1, 2025, and shall terminate on February 28, 2026 or upon 30 days' written notice by either party to the other with or without cause.
- G. **JURISDICTION:** This Agreement and performance hereunder and all

suits and special proceedings hereunder shall be construed in accordance with the laws of the District of Columbia. In addition, in special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Texas shall be applicable and shall govern to the exclusion of the law of any other forum.

- H. **DISPUTE RESOLUTION:** All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Texas; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Hunt County, Texas, or the Federal District Court of the Northern District of Texas and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial

by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both The Gaboton Group and the City of Greenville, Texas. **This Agreement may be extended by advance written mutual agreement.**

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 2025.

THE GABOTON GROUP, LLC

Joshua J. Gaboton
President

ATTEST:

CITY OF GREENVILLE, TEXAS

Carla Oldacre
City Secretary

Summer Spurlock
City Manager

RESOLUTION NO. 25-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GABOTON GROUP, LLC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Gabaton Group, LLC., provides professional services in the field of government and public affairs including legislature procedure and regulatory processes, public policy, Federal appropriations and grant programs administered by the Federal government; and

WHEREAS, the City Council believes it to be in the best interest of the citizens of Greenville to approve and agreement to employ the Gabaton Group, LLC to provide the City with services in the field of federal government and public affairs consulting, including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government.

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

SECTION 1. The City Council of the City of Greenville, Texas, hereby authorizes an agreement with the Gabaton Group, LLC., in the amount of \$2,000 per month for federal grant management services for one year with a 30-day termination notice, with a term expiration date of February 28, 2026.

SECTION 2. Funds will be charged to Account No. 100-1-411000-54101-0000.

SECTION 3. This resolution shall take effect immediately from and after the date of passage and is so resolved.

PASSED AND APPROVED this the 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 9C

Contact: Robert Burney, Water Plant Superintendent

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

Contact Phone: 903-457-3212

Subject: Consideration and action on a resolution authorizing final payment for the construction contract with Tricon Services for the Tawakoni Raw Water Line Clearing Project (*Robert Burney, Water Treatment Plant Superintendent*)

1. Background/History:

The Tawakoni Water line was constructed in 1969 and is the only raw intake feed for the City of Greenville, clearing of the right of way was last done in 2013-2014. This right-of-way is 19 miles in length and 60 feet wide.

The City advertised for bids for services for this project in the *Herald Banner* on June 3, 2023, and June 10, 2023. Two (2) bids were received; Tricon Services \$751,800 and Catocon, Inc. \$2,214,370. This project was awarded to Tri Con and prepared the site for replacement of our future 36" fusible raw water line as well as aided in future repairs of the current raw water line. Doing this work since the origination of the project was a cost savings measure for the replacement of the 36" fusible PVC pipe project. (PW2203)

2. Findings/Current Activity

Throughout the life of the project one change order was issued to the original PO #2023-00936 which brought the original amount of the contract from \$751,800.00 to \$857,730.00 for 13 additional gates and 800 feet of additional fence. Tri Con has completed the project with final construction payment (\$37,620.00) and retainage release (\$42,886.50) in the total final payment amount of \$80,506.50.

3. Financial Impact/Account No.

Funds in the total payment amount of \$80,506.50 are available in PW2203 by way of \$37,620.00 from account 216-2-437300-55002-0000 in construction and \$42,886.50 from account 216-2-000000-20139-0000 in retainage payable.

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 release final payment on this project to Tricon Services for the Raw Water Tawakoni Water Line Clearing Project in the amount of \$80,506.50.

PROJECT: Tree Removal - Tawakoni Water Line
P.O. 2023-00936



ESTIMATE NO: 8

CONTRACTOR: Tri-Con
3010 W. Main Street
Rowlett, TX 75088

DATE: 1-31-25

Original Contract \$ 751,800.00

FINAL AMOUNT: \$ 857,730.00

ITEM NO.	DESCRIPTION	ITEM NO.	UNIT	UNIT PRICE	CONTRACT QUANTITY	THIS ESTIMATE		TOTAL		
						QUANT.	AMOUNT	QTY to Date	AMOUNT	%
PHASE 1	Street Bond Reconstruction									
1A	Remove trees and growth from raw waterline easement. (60' width) Trees Larger than 12" removed from site, smaller than 12" to be mulched and mulch to be left on-site. (paid for cleared areas only) No compensation for open areas with no growth.	1	LF	\$ 6.00	17000		\$ -	17000	\$ 102,000.00	100%
2A	Remove and replace cross fencing adding gate per City specifications.	2	LF	\$ 15.00	1200		\$ -	1658	\$ 24,870.00	138%
3A	Furnish and install gate assembly per City detail.	3	EA	\$ 4,200.00	20		\$ -	20	\$ 84,000.00	100%
4A	Furnish and install erosion control as needed per slope and proximity to creeks and streams.	4	LS	\$ 2,500.00	1		\$ -	1	\$ 2,500.00	100%
								0		
PHASE 2								0		
1B	Remove trees and growth from raw waterline easement. (60' width) Trees Larger than 12" removed from site, smaller than 12" to be mulched and mulch to be left on-site. (paid for cleared areas only) No compensation for open areas with no growth.	1	LF	\$ 6.00	20200		\$ -	25250	\$ 151,500.00	125%
2B	Remove and replace cross fencing adding gate per City specifications.	2	LF	\$ 15.00	1140		\$ -	1881	\$ 28,215.00	165%
3B	Furnish and install gate assembly per City detail.	3	EA	\$ 4,200.00	19		\$ -	19	\$ 79,800.00	100%
4B	Furnish and install erosion control as needed per slope and proximity to creeks and streams.	4	LS	\$ 2,500.00	1		\$ -	1	\$ 2,500.00	100%
								0		
PHASE 3								0		
1C	Remove trees and growth from raw waterline easement. (60' width) Trees Larger than 12" removed from site, smaller than 12" to be mulched and mulch to be left on-site. (paid for cleared areas only) No compensation for open areas with no growth.	1	LF	\$ 6.00	26500		\$ -	26500	\$ 159,000.00	100%
2C	Remove and replace cross fencing adding gate per City specifications.	2	LF	\$ 15.00	1920	400	\$ 6,000.00	3523	\$ 52,845.00	183%
3C	Furnish and install gate assembly per City detail.	3	EA	\$ 4,200.00	32	8	\$ 33,600.00	40	\$ 168,000.00	125%
4C	Furnish and install erosion control as needed per slope and proximity to creeks and streams.	4	LS	\$ 2,500.00	1		\$ -	1	\$ 2,500.00	100%

MONTHLY PAY ESTIMATE

PROJECT: Tree Removal - Tawakoni Water Line
2023-00936

CONTRACTOR: Tri-Con
3010 W. Main Street
Rowlett, TX 75088



ESTIMATE NO: 8
DATE: 1-31-25

Original Contract		\$751,800.00	
Change Orders	No. <u>\$ -</u>	Change Amount <u>\$ -</u>	
Revised Contract		\$0.00	
Total contract work to date.....		<u>\$ 857,730.00</u>	Percent Complete: <u>114%</u>
Less Liquidated Damages: <u> </u> Days @ \$ 500.00		<u>\$ -</u>	
Less Retainage 0%.....		<u> </u>	
Less Miscellaneous Charges.....		<u>\$ -</u>	
Less Previous Payment.....		<u>\$ 777,223.50</u>	
Amount Due This Estimate.....		<u>\$ 80,506.50</u>	

City of Greenville
Signed.....

Title.....

Date.....

Contractor
Signed..... Tri-Con Services, Inc. *[Signature]*

Title..... V.P. - Ian Gerber

Date..... 1-31-25

Engineer
Signed.....

Title.....

Date.....

MONTHLY PAY ESTIMATE



PROJECT: Tree Removal - Tawakoni Water Line
2023-00936

ESTIMATE NO: 8

CONTRACTOR: Tri-Con
3010 W. Main Street
Rowlett, TX 75088

DATE: 1-31-25

<u>Project Calendar Days</u>	
<u>Actual Days of Rainfall This Month</u>	<u>6</u>
<u>National Weather Service 30 Year Avg.</u>	<u>5</u>
<u>Calendar Days Charged this Month</u>	<u>5</u>
<u>Calendar Days Charged in Previous Months</u>	<u>89</u>
<u>Total Calendar Days Charged to Project</u>	<u>94</u>
<u>Calendar Days Allotted in Project</u>	<u>160</u>
<u>Net Calendar Days Remaining in Project</u>	<u>66</u>

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A CONSTRUCTION CONTRACT WITH TRI-CON SERVICES, INC., FOR THE TAWAKONI RAW LINE CLEARING PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tawakoni Water line was constructed in 1969 and is the only raw intake feed for the City of Greenville, clearing of the right of way was last done in 2013-2014. This right of way is 19 miles in length and 60 feet wide; and

WHEREAS, The City advertised for bids for services for this project in the *Herald Banner* on June 3, 2023, and June 10, 2023; and

WHEREAS, two (2) bids were received, Tri-Con Service, Inc \$751,800 and Catocon, Inc. \$2,214,370; and

WHEREAS, the notice contained and outlined in the advertisement and the manner of its publication, in all things met the requirement of law, and opportunity for competitive bidding has been made; and

WHEREAS, the City Council of the City has reviewed, examined and evaluated the bid proposals submitted pursuant to such notice, reference to which being here made for all purposes as if the same was copied in its entirety herein; and

WHEREAS, the City Council has determined that the accepting and awarding a construction contract to Tri-Con Service, Inc. for the Tawakoni Raw Water Line Clearing project 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. It is hereby found and determined that the clearing project for the Tawakoni Raw Water Line construction contract in the amount of \$80,506.50 is hereby awarded to:

Tri-Con Service, Inc.
3010 Main Street
Rowlett, Texas 75088

SECTION 2. Funds in the total payment amount of \$80,506.50 are available in PW2203 by way of \$37,620.00 from account 216-2-437300-55002-0000 in construction and \$42,886.50 from account 216-2-000000-20139-0000 in retainage payable.

SECTION 3. The bid award for the Millwork and Overlay of the Henry and Walnut Street Project is hereby accepted and approved, and the contract is hereby let and awarded to the individual association or corporation; subject however, to each and all of the terms and conditions

contained and set forth in contract documents relating to said services including the standard terms and provisions, special provisions, specifications and bid documents, reference to which being made for all purposes as if the same were copied in their entirety herein.

SECTION 5. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such 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 6. This Resolution shall be in full force and effect immediately.

PASSED AND APPROVED this the 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 9D

Contact: GP Ippolito, Finance Director

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

Contact Phone: 903-457-3114

Subject: Resolution adopting the annual review of the Investment Policy of the City of Greenville Financial Policies

(G.P. Ippolito, Director of Administrative Services/Finance)

1. Background/History:

Under the Public Funds Investment Act the governing body is required to review and annually adopt the City's Investment Policy.

2. Findings/Current Activity

Deep Blue Investment Advisors conducted a review of the City's investment policy and suggested revisions based upon changes to the Public Funds Investment Act.

There is a summary of changes outlined by Ken Couch, National Director of Client Advisory Services, which primarily includes changing our Investment Advisor to Deep Blue, adding TXFIT/Deep Blue to the approved investment pool list, an update on maturities, and including an easier to understand policy matrix inserted into the policy document.

The GEUS Board of Trustees has adopted the revisions, as required by the City of Greenville Investment Policy, on February 20th 2025. The GEUS Board of Trustees approved this policy by Resolution.

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 approving the changes/revisions submitted to the City Finance Committee and the City Council.

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE ANNUAL REVIEW OF THE INVESTMENT POLICY OF THE CITY OF GREENVILLE FINANCIAL POLICIES; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FULL FORCE IMMEDIATELY UPON ITS PASSAGE AND APPROVAL.

WHEREAS, financial policies developed by the Texas Local Government Code and the City's Charter set forth the basic framework for the fiscal management of the City; and

WHEREAS, Texas Local Government Code Section 2256.00 (e) states, "The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies; and

WHEREAS, the City Council has reviewed the City of Greenville Investment Policy and finds that the Investment Policy is in the interest of the citizens of Greenville.

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

SECTION 1. The Investment Policy as attached hereto as Exhibit "A" is hereby approved and implemented in its entirety and replaces any and all other Investment Policy.

SECTION 2. This Resolution shall be in full force and take effect immediately upon passage thereof.

PASSED AND APPROVED, this the 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



City Council Agenda Item Report

February 25, 2025

Agenda Item No. 9E

Contact: Carla Oldacre, City Secretary

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

Contact Phone: (903)457-3121

Subject: Ordinance to cancel the May 3, 2025 General Election for Place 2; certifying the unopposed status of the candidate and declaring the unopposed candidate (TJ Goss) elected to office (*Carla Oldacre, City Secretary*)

1. Background/History:

Due to the unopposed status of the candidate for Place (T.J. Goss), Texas Election Code Section §2.051 allows the City Council to cancel the election for the position.

2. Findings/Current Activity

I have attached a Certification of Unopposed Candidate, declaring the unopposed status of the candidate for Place 2, T.J. Goss, who has filed an application for a place on the ballot for the May 3, 2025, General Election as required by the Texas Election Code Section §2.053(a). The candidate is declared elected and will be issued a Certificate of Election and take the Oath of Office for the new term which will begin in May as prescribed by TEC §2.053(c) at a Council meeting during the prescribed canvass period, which will be held after the date for the general election is held.

The Ordinance of Cancellation will be posted at each polling place on Election Day as required by Section §2.053(b) of the Texas Election Code.

3. Financial Impact/Account No.

None.

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 that the City Council accept the certification of unopposed candidate and approve the ordinance to cancel the May 3, 202 General Election for the position of Place 2 and declare the candidate (T.J. Goss) elected.

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, TO CANCEL THE MAY 3, 2025, GENERAL ELECTION FOR THE POSITON OF DISTRICT 2 OF THE CITY COUNCIL CERTIFYING THE UNOPPOSED STATUS OF THE CANDIDATE AND DECLARING THE UNOPPOSED CANDIDATE ELECTED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Election Code, §Section 2.053(a), provides that upon certification by the City Secretary that a candidate(s) for office is unopposed, the City Council may declare the candidate(s) elected and cancel the election for the position(s); and

WHEREAS, the City Secretary Certificate of unopposed candidate is attached as exhibit “A” and is presented to the City Council that the contest for the position of District 2 is uncontested with only one candidate filing for the race. All filing deadlines have expired; and

WHEREAS, the following shall be declared as an unopposed candidate and the election shall be canceled for District 2 in accordance with §Section 2.053(a) of the Texas Election Code: T.J. Goss, District 2.

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

SECTION 1. The City Secretary has certified that the General Election for the position of District 2 (Place 2) of the City Council of the City of Greenville, Texas, is declared unopposed as there is only one candidate.

SECTION 2. The May 3, 2025 General Election for the City of Greenville Council position of Place 2 is hereby canceled, and the City Secretary is directed to cause a copy of this ordinance or notice to be posted on election day at each polling place used or that would have been used in the election as prescribed by the Texas Election Code §2.053(b).

SECTION 3. T.J. Goss is hereby declared elected to Place 2 of the City Council, City of Greenville, Texas, for the full term beginning after the uniform election date of May 3, 2025.

SECTION 4. The City Secretary is hereby directed to deliver to T.J. Goss a certificate of election, naming therein the office to which the candidate has been declared elected by unopposed status, the date on which such general election was to be held and shall sign the same and cause the seal of the City to be impressed thereon, pursuant to Section 67.016 of the Texas Election Code; the said certificate to be prepared for the signature of the Mayor by the City Secretary as soon as possible following the of the May 3, 2025, election and after the receipt of the certification of unopposed status and the passage of this Ordinance.

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 effective immediately upon its passage and approval.

PASSED AND APPROVED, this the 25th day of February 2025.

Jerry J. Ransom, Mayor

ATTEST:

Carla Oldacre, City Secretary

APPROVED AS TO FORM:

Daniel W. Ray, City Attorney



Exhibit A

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE
CITY OF GREENVILLE GENERAL ELECTION
CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN PARA LA
ELECCIÓN GENERAL DE LA CIUDAD DE GREENVILLE**

To: Presiding Officer of Governing Body

Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 3 de Mayo 2025

List offices and names of candidates:

Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Councilmember Place 2

Candidate(s) Candidato(s)

T.J. Goss

Carla Oldacre

Signature (Firma)

Carla Oldacre

Printed name (Nombre en letra de molde)

City Secretary

Title (Puesto)

02-25-2025

Date of signing (Fecha de firma)

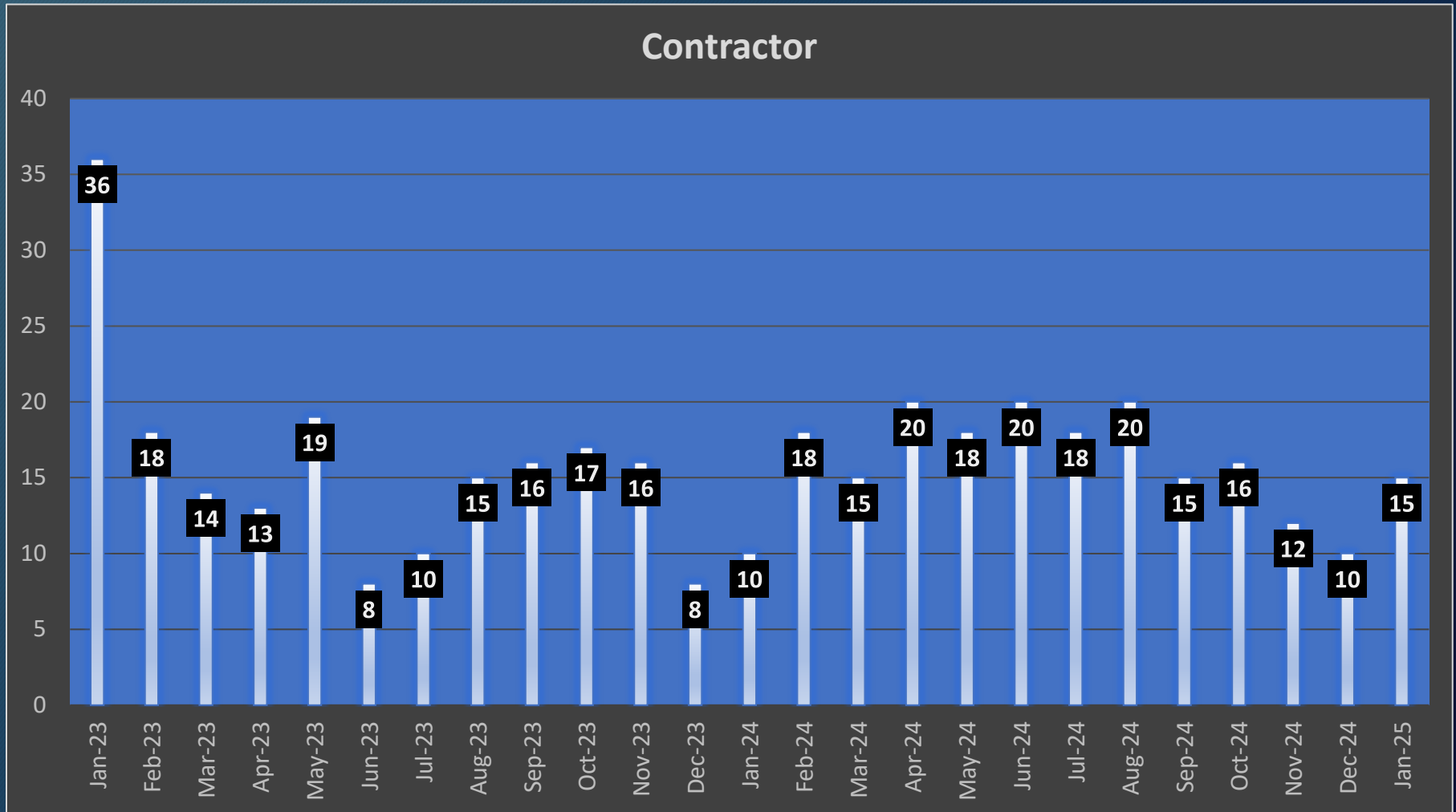
(Seal) (sello)



“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.”

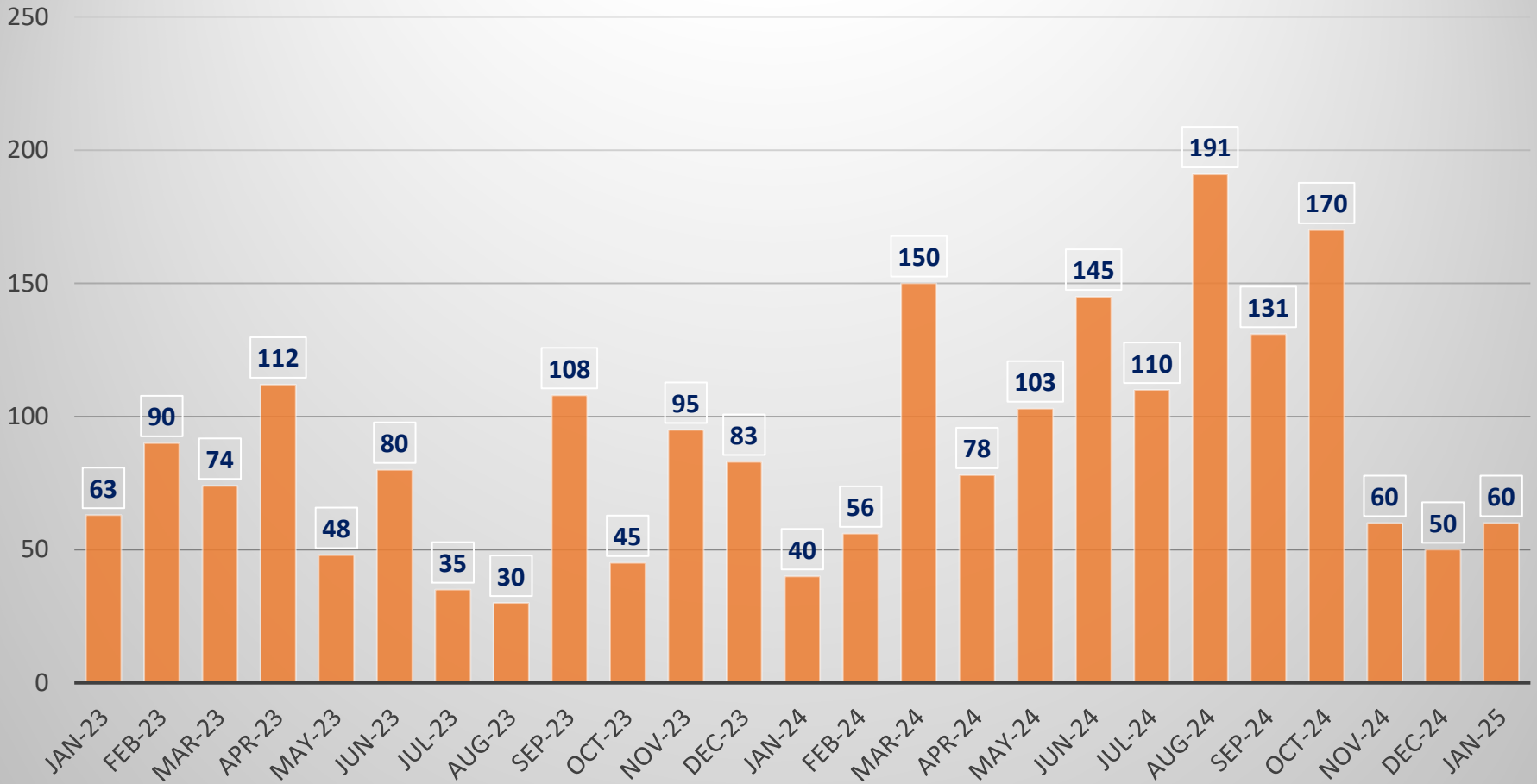
Status Report 2-25-2025

Utility Cuts

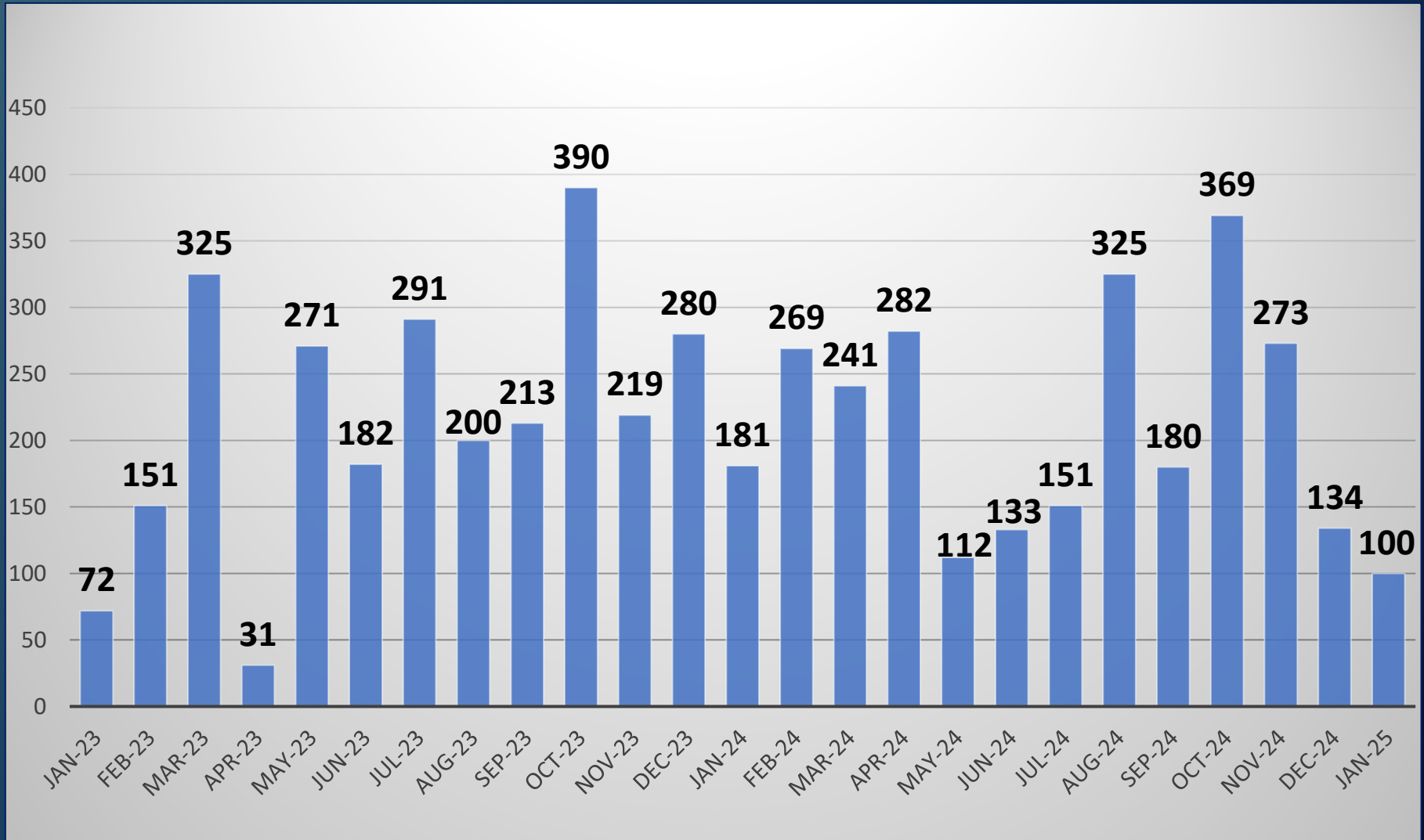


Potholes

In-House Repairs



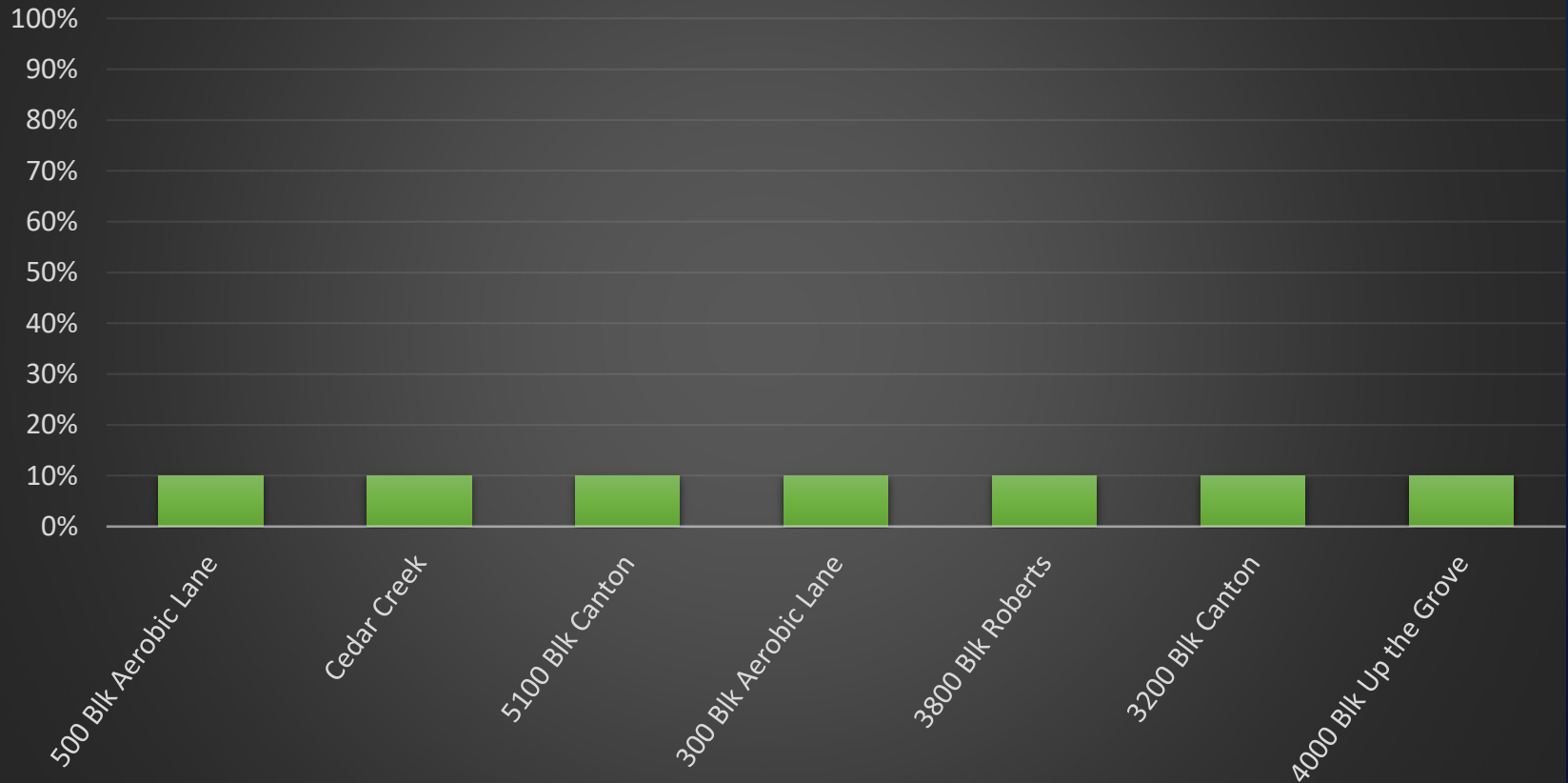
Street Sweeping (Miles)



Downtown area is swept on a weekly basis.

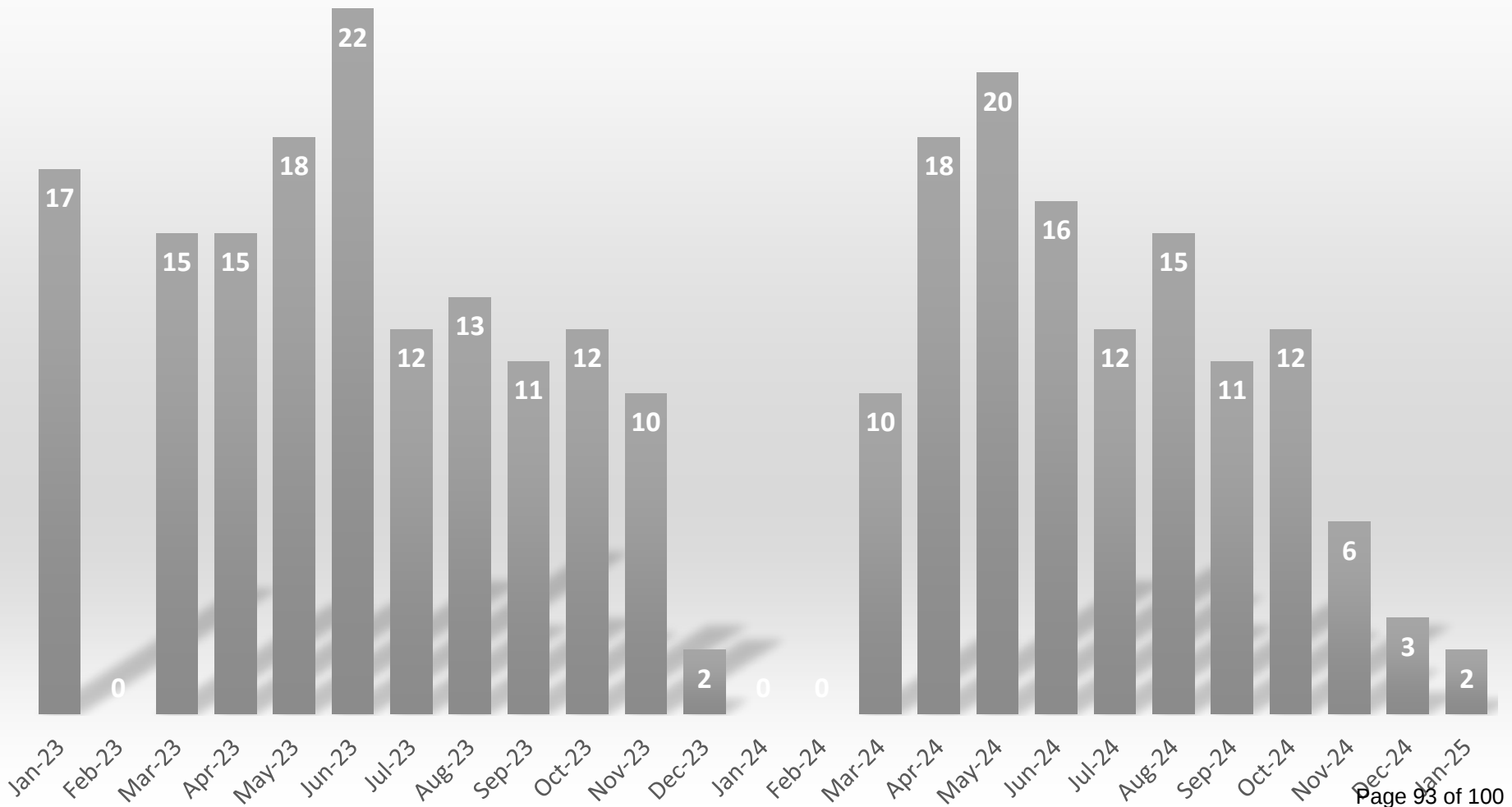
Mowed Areas

January 16th 2025-February 15th , 2025

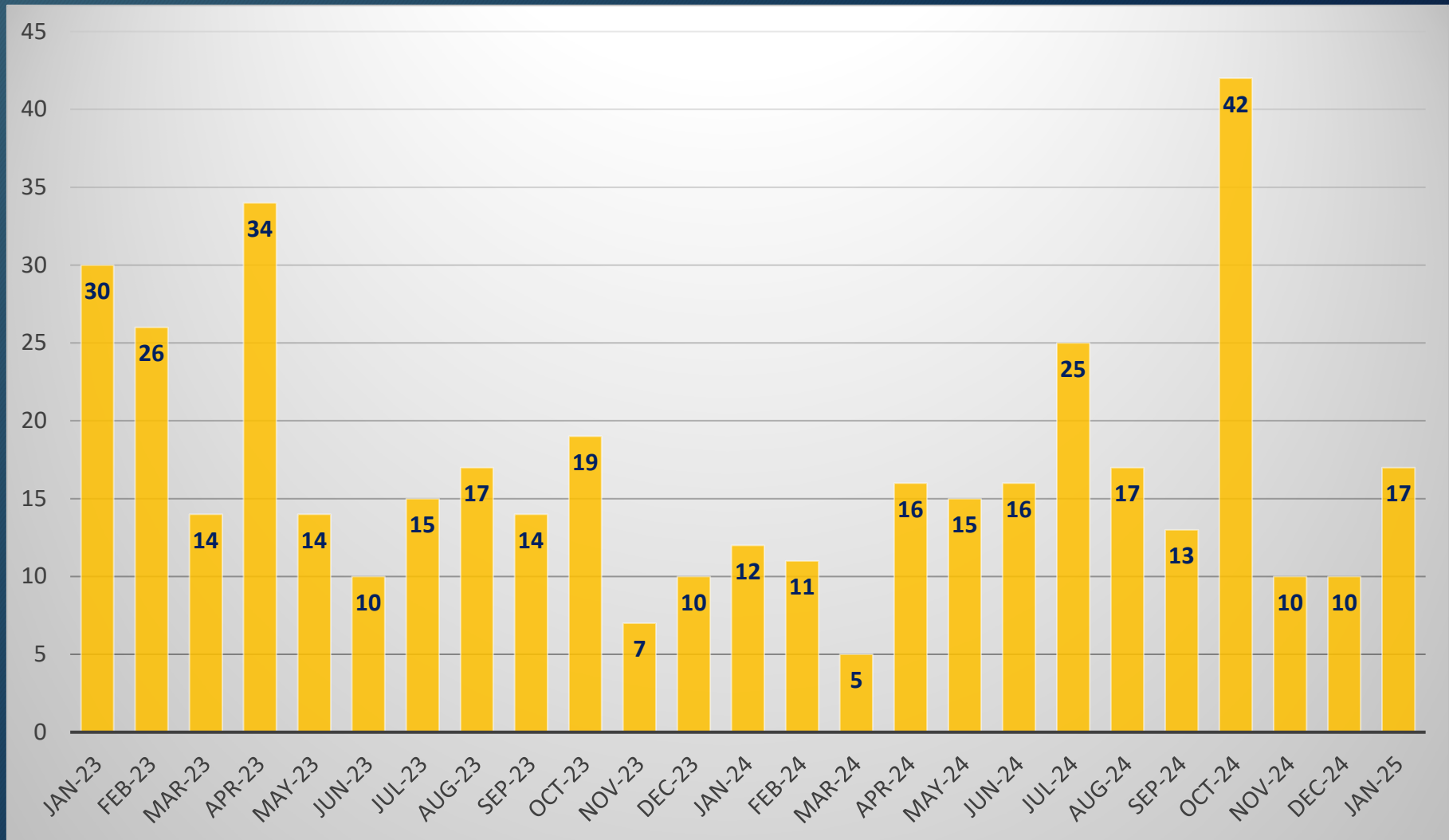


Intersections Cleared

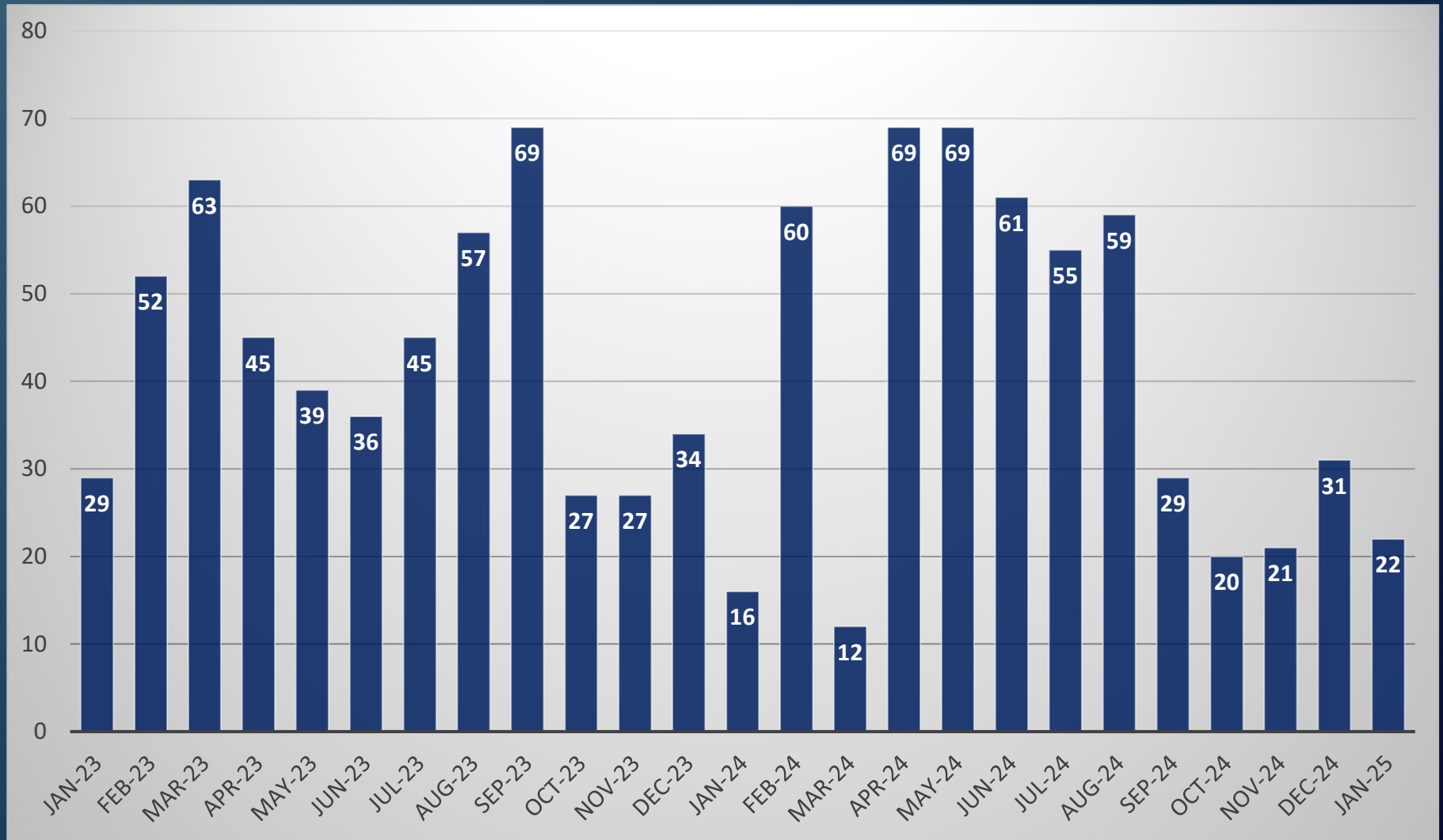
Line of Site for Vehicles



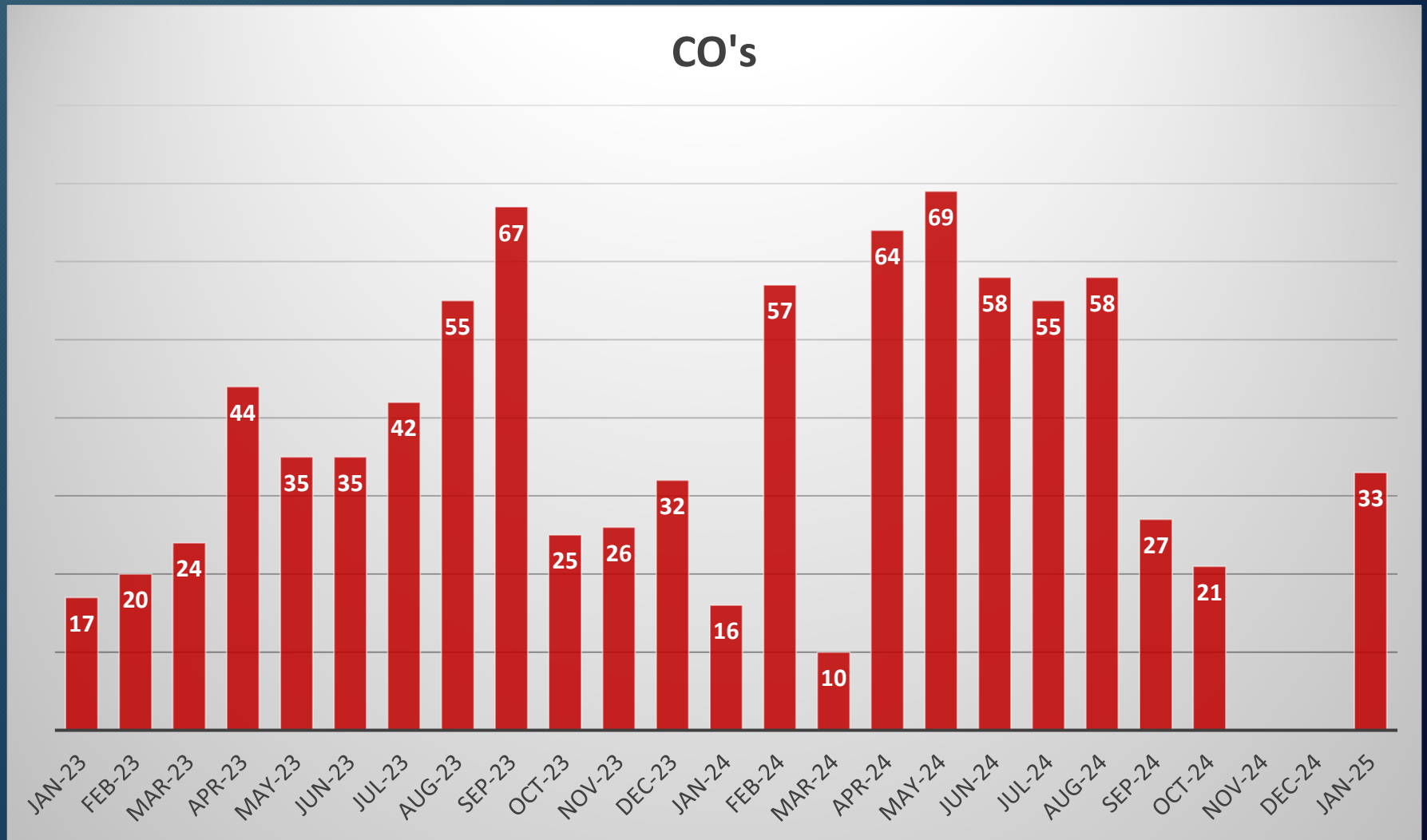
Signs Replaced



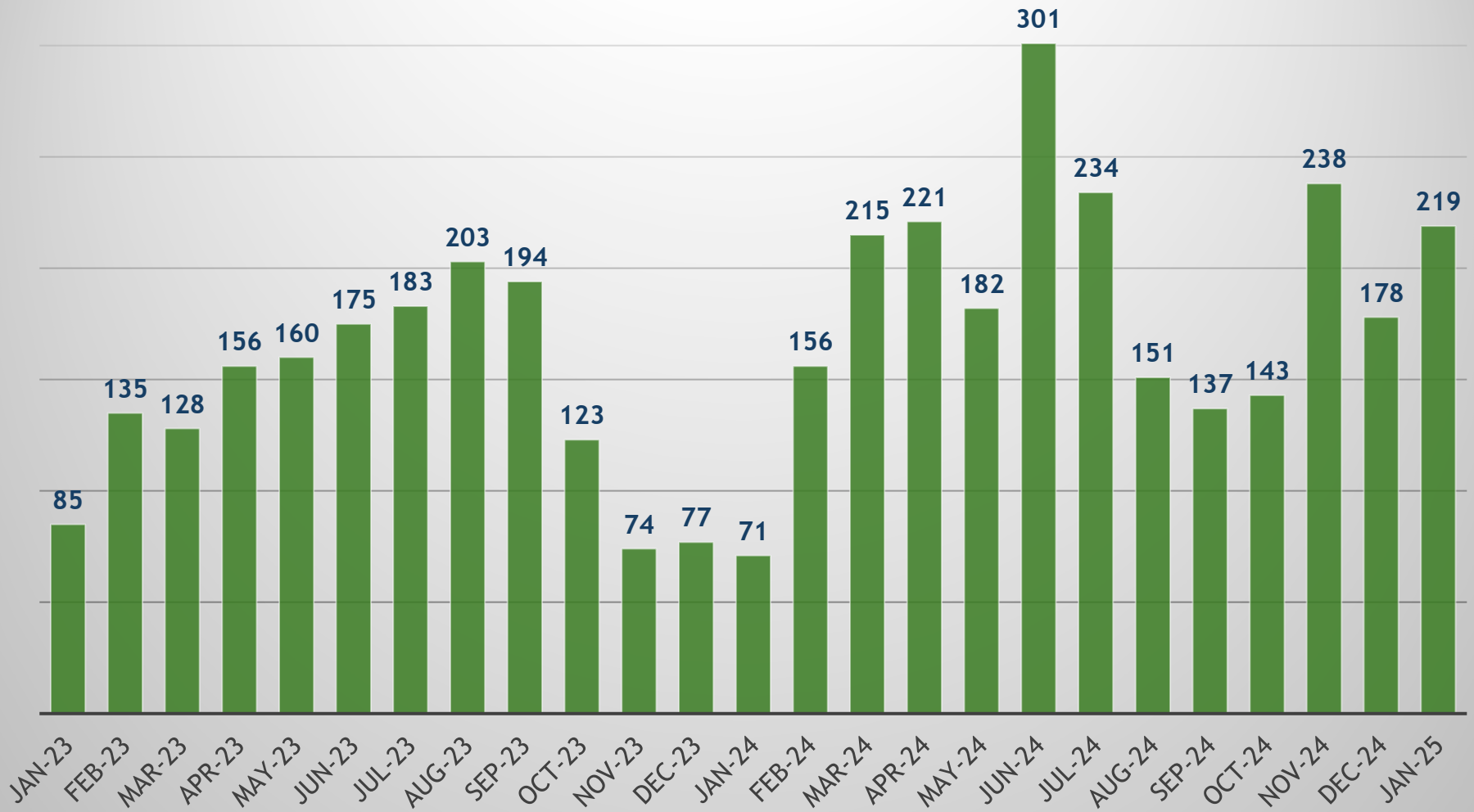
Building Permits Issued



Certificates of Occupancy Issued



Traffic Citations 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.
- Total of 13.54 miles of DR25 pipe installed in the ground.
- Shipments of DR21 pipe arrived last 2 weeks, about 6 miles to install.
- Lake Tawakoni header project will start week of Feb. 17th, 2025.
- Two 25,000 gallon surge tanks to be installed at Tawakoni pump station.





Planned Street Projects

- Oneal Street (between Texas St. and Up the Grove St.)
- King Street (between Horsley St. and Stanford St.)
- Old Mill Road (between Edgewood Dr. and Bethel Road)
- Texas Street (between Pickett St. and Spencer St.)
- Jones Street
- Bois D Arc Street (between Pickett St. and Chaffin St.)
- Division Street (between 4th and down to State line)
- First Street/Belmont/Cheltenham/Steeplechase/Hunter's Run
- Private development Abolwich (Monty Stratton to Sayle)
- Private development Traders Road (Monty Stratton to Hwy 34.)

- 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!