



CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477
(281) 261-3900 • WWW.STAFFORDTX.GOV

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday, September 6, 2023, at 6:30 p.m.

City Hall, Council Chambers

2610 South Main St, Stafford, TX 77477

1. Call to Order.
2. Executive session as authorized by Chapter 551, Texas Government Code, Section 551.071(1)(A), pending or contemplated litigation; Section 551.071(2), authorized under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas. Professional Conduct of the State Bar of Texas, Section 551.074 (1), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

REGULAR SESSION BEGINS AT 7:00 P.M.

3. Pledges of Allegiance.
4. Consideration of appropriate action on items discussed in Executive Session.
5. Public Comments on items on the agenda.
6. Presentation of Commendation Award by the Chief of Police to Sergeant Love and Officer Ponce.
7. (a) Discussion of transferring \$127,551.00 of Hotel Occupancy Tax (HOT) funds to Stafford Centre's operating fund.
(b) Public Comments on item (a).
(c) Consideration of appropriate action on item (a).
8. (a) Discussion of a Resolution approving amendments to the City of Stafford's Personnel Policies and Procedures manual.
(b) Public Comments on item (a).
(c) Consideration of appropriate action on item (a).

COUNCILMEMBERS
XAVIER HERRERA
ALICE CHEN
WILLIAM BOSTIC JR.

KEN MATHEW
MAYOR

COUNCILMEMBERS
VIRGINIA ROSAS
TIM WOOD
CHRISTOPHER CALDWELL

9. (a) Discussion of an Ordinance regarding eliminating the exemption of local sales taxes for telecommunications services.
(b) Public Comments on item (a).
(c) Consideration of appropriate action on item (a).
10. (a) Discussion of an Ordinance regarding reimposing local sales and use taxes for gas and electricity services.
(b) Public Comments on item (a).
(c) Consideration of appropriate action on item (a).
11. (a) Discussion regarding scheduling a date and time to hold a Town Hall Meeting to discuss property taxes as they relate to the City Budget.
(b) Public Comments on item (a).
(c) Consideration of appropriate action on item (a).
12. (a) Discussion regarding scheduling a date and time to hold a Comprehensive Plan Committee Meeting.
(b) Public Comments on item (a).
(c) Consideration of appropriate action on item (a).
13. (a) Discussion regarding the creation of an Infrastructure Committee.
(b) Public Comments on item (a).
(c) Consideration of appropriate action on item (a).
14. Council Reports: The Mayor and Council may make announcements of community interest on the following items:
 - (1) expressions of thanks, congratulations, or condolence.
 - (2) information regarding holiday schedules.
 - (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision.
 - (4) a reminder about an upcoming event organized or sponsored by the governing body.
 - (5) information regarding a social, ceremonial, or community event

organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and

(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

15. (a) Consent Agenda (Items i.-viii.). Any item tagged will be discussed and considered at the conclusion of this item or at the next regular City Council Meeting; any item approved will include payment of expenses.

(i.) Investment Report for period ending July 31, 2023.

(ii.) Training requests by Chief of Police Richard Ramirez for the following:

- New Supervisor – OSS Academy – Online Training, for G. Reising, in the amount of \$90.00.

(iii.) Request by Director of Information Technology Ryan Young to purchase PA-3410 security appliances, in the amount of \$15,134.00.

(iv.) Resolution approving agreement with Pinnacle Business Solutions, LLC (PBS) for courier services.

(v.) Training request by Fire Chief Larry Di Camillo for A. Merchant to attend the TIFMAS Symposium, in the amount of \$271.79.

(vi.) Training Request by Fire Chief Larry Di Camillo, for J. Lopez and J. Villarreal to attend the Basic Internal Affairs Training Course, in the amount of \$1,485.00.

(vii.) Request by Fire Chief Larry Di Camillo to purchase replacement ballistic vests, in the amount of \$59,004.67.

(viii.) Resolution approving a two-year extension agreement with FMsquared, LLC for management services.

(b) Public Comments on item (a).

(c) Consideration of appropriate action on items (i.-viii.).

16. (a) Approval of Minutes from the August 16, 2023 Regular City Council Meeting.

(b) Approval of Minutes from the August 17, 2023 Joint Workshop with SMSD.

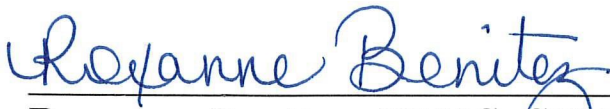
(c) Public Comments on items (a)-(b).

(d) Consideration of appropriate action on items (a)-(b).

17. Council Member requests for future agenda items.

18. Adjournment.

I CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA WAS POSTED ON THE BULLETIN BOARD OF THE STAFFORD CITY HALL ON AUGUST 31, 2023.



Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made at least forty-eight (48) hours prior to this meeting. Please contact the City Secretary's Office at (281) 261-3900 for further information.



STAFFORD POLICE DEPARTMENT

2702 South Main Street
Stafford, Texas 77477-5599
PHONE: (281) 261-3950
FAX: (281) 499-9744

Memo

M-PD-1872

To: Mayor Ken Mathew and Council
From: Richard S. Ramirez, Chief of Police
Date: August 17, 2023
Re: Chief Commendation Award- Sergeant Love and Officer Ponce

Mayor & Council,

On Saturday July 29, 2023, Sergeant Love and Officer Ponce responded to 11107 West Airport Boulevard, the call was dispatched at a child drowning at the 1879 Apartment Complex, both Love and Ponce exhibited extreme professionalism and due diligent in their response.

Upon arrival, both rushed to the pool area and found that a Meadows Police Officer was already on the scene performing CPR. Ponce relieved the Meadows Place officer by continuing CPR and Sgt. Love was managing the scene until she relieved Officer Ponce. Both members attempted to revive the young victim until medical staff arrived with the Fire Department and EMS. The child was later transported to a local hospital and unfortunately, he succumbed to the injuries 7 days later.

Both Sgt. Love and Officer Ponce are being recognized because of the acts and their representation of the Stafford Police Department and the City of Stafford. Their pure determination to preserve life without hesitation is commendable.

Therefor both Love and Ponce are receiving the Chief Commendation award.


RSR:rc

RICHARD S. RAMIREZ
CHIEF OF POLICE



Memo

Date: 8/3/2023

To: Mayor Matthew and Stafford City Council Members

CC: Susan Ricks, Contract Administrator, Alka Shah, Chief Financial Officer, Roxanne Benitez, City Secretary

From: Bryan Blaum, President, FMsquared

RE: Council consideration of HOT funds expenditure

On June 27, 2023, FMsquared requested the Stafford Economic Development Corporation (SEDC) pay for the unanticipated water leak repairs at Stafford Centre in the amount of \$124,250.56. Board member Lawrence Vaccaro asked the City Attorney if hotel occupancy tax (HOT) funds could be used to cover this expenditure. After some discussion and clarification Mr. Pertile stated that HOT funds could be used. The SEDC Board unanimously voted to request HOT funds cover the aforementioned expenditure. On July 28th, the Centre received an invoice from Jones Engineering in the amount of \$3,300 for their coordination of the second phase of repairs which entailed repairs to the domestic water line. As you are aware, this expenditure requires the approval of Stafford City Council, as well as an accompanying budget amendment. Therefore, I am respectfully requesting City Council approval of the expenditure of HOT funds in the amount of \$127,551 and a supporting budget amendment to increase 2022-23 Stafford Centre's HOT capital fund line item from \$1,160,000 to \$1,287,551.



HUMAN RESOURCES DEPARTMENT MEMO

TO: MAYOR & CITY COUNCIL
FROM: SHANELL GARCIA, DIRECTOR OF HUMAN RESOURCES
SUBJECT: PERSONNEL POLICY REVIEW/UPDATES
DATE: 9/6/2023 MEETING

The below policies are a part of a number of policies that need to be discussed and if necessary updated/added/ revised and approved by City Council.

8.14 NEPOTISM

Beginning May 2, 2021, an applicant may not be hired as an employee if that department already employs a person who is a "family member" of the applicant as defined below. A "family member" for the purposes of this policy means a person who has one (1) of the following relationships to an employee in the department:

1. Husband, wife, son, son-in-law, stepson, daughter, daughter-in-law, stepdaughter, father, stepfather, father-in-law, mother, mother-in-law, stepmother, brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter, niece, nephew, aunt, uncle and/or former family members (sometimes referred to as an "ex"); or
2. Non-married co-habitants in a romantic relationship.

If an employee becomes a family member of another employee who works in the same department, such employee may not be promoted within the department.

The City may not appoint to any office, position, clerkship, or service to the City any applicant who is related to a, a Department Head, the Mayor or a member of City Council within the second degree of affinity, (a relationship created by marriage and within the first and second degree includes: spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law,

grandparent-in-law, grandchild-in-law, uncles and aunts by marriage), or within the third degree by consanguinity (a relationship created by birth and within the first and second degree includes: grandparents, parents, brothers, sisters, children, grandchildren, aunts and uncles and within the third degree includes: nieces and nephews, great-grandfather, great-grandmother, great-grandson, great-grand- daughter).

This policy section is not applicable to seasonal employees ie. Lifeguards.

5.20 EMERGENCY EVENT PAY

This policy applies to all non-exempt and exempt employees and is intended to outline the compensation policy for employees when a state of emergency is imminent or has been declared by the Mayor and hours worked are extremely out of the ordinary. This policy recognizes that some emergencies provide no advanced warning.

In the event of the Mayor declaring a Disaster Declaration all non-exempt and exempt employees that are declared “Essential Personnel” for the event and are required to work or remain on the premises for the duration of the event, will be eligible for overtime at the rate of one- and one- half times their regular hourly rate of pay for actual hours worked. By providing for the payment of overtime for exempt personnel during a declared emergency, the City in no way has waived or altered the FLSA “exempt” status of those employees.

Exempt public safety employees are eligible for overtime compensation for response to events which have been officially authorized for reimbursement/payment by the State of Texas and are in response to emergency situations within the State of Texas and elsewhere as deemed necessary and appropriate by both the State of Texas and Mayor. During such occurrences the City in no way has waived or altered the FLSA “exempt” status of those employees. Such incidents include those in response to assistance for fire, rescue, medical and law enforcement purposes with accompanying authorizing documentation.

When City offices are declared closed by the Mayor, employees who are determined not to be “Essential Personnel” for that event will be paid as Emergency Event Pay for the day(s).

5.11 ALTERNATIVE WORK WEEK SCHEDULES

Alternative work schedules, including the compressed work week, are consistent with the City of Stafford's efforts toward work/life balance and shall be determined by Department Heads.

For employees assigned a 9/80 schedule, a work week consists of a full-time employee working eight (9) nine-hour days, one (1) eight-hour day, and one (1) day off every pay period.

For employees assigned a 4/10 schedule, a work week consists of a full-time employee working four (4) ten-hour days each week.

Alternate work week schedules must meet the following requirements for consideration:

- A. All full-time employees must work a 40-hour week (or 80-hours each pay period).
- B. Operational requirements must be met, and service to our customers must be not be impacted.
- C. Utilizing the alternate work schedule shall not create overtime/comp time that would not normally exists; costs to the City will not increase.
- D. Each department must be covered during normal business hours.
- E. Alternative work week schedules will not diminish the ability of the City to assign responsibility and accountability to employees for the provision of services and performance of their duties.
- F. When a paid holiday falls on an employee's regularly scheduled day off, the employee will be given another day off (Thursday or Tuesday) during that pay period. Employees will have to add 2-hours of their own time to holiday time in order to get paid for a full day.
- G. Any employee who uses accrued leave for a work day shall be docked equivalent to the work day being taken off. (Example: A 9-hour work day being taken off equates to 9-hours of accrued leave being used.)
- H. Employees are encouraged to schedule all personal appointments on their off day.

Mental Health Leave

The purpose of this policy is to provide guidance in following Chapter 614.015 of the Government Code and H.B.1486 regarding the use of mental health leave for authorized peace officers and full-time Telecommunicators employed by law enforcement agencies. The City of Stafford recognizes that peace officers are not the only ones that encounter traumatic events, and is creating this policy to includes all city employees.

Mental health leave will support staff in maintaining a healthy state of mind while at work and at home. City of Stafford recognizes that mental health is just as important as maintaining physical health. The City supports establishing a workplace that is comfortable, healthy, safe, and supportive.

A. Definitions

1. Traumatic event – an event which occurs in the employees’ scope of employment when the employee is involved in the response to, or investigation of, an event that causes the employee to experience unusually strong emotional reactions or feelings which have the potential to interfere with their ability to function during or after the incident.

Traumatic events may include, but are not limited to, the following:

- a. Major disasters involving multiple casualties including weather related events, explosions, or search and recovery missions;
 - b. Incidents such as shootings or traffic accidents that involve casualties;
 - c. Line of duty death or suicide of a department member;
 - d. Death of a child resulting from violence or neglect;
 - e. Officer-involved shooting of a person.
 - f.
2. Mental Health Leave – administrative leave with pay granted in response to a traumatic event that occurred in the scope of the employees’ job duties with the city.
 3. Mental Health Professional – a licensed social or mental health worker, counselor, psychotherapist, psychologist, or psychiatrist.

B. Requesting Mental Health Leave

An employee directly involved in a traumatic event may request mental health leave. The request shall be made in writing through their chain of command. The request shall be treated as a priority matter and a decision on granting leave shall be made no later than 24 hours following the submission of the request. The request should be granted unless the chain of command can articulate specific compelling reasons to deny granting the leave.

A supervisor or coworker who becomes aware of behavioral changes in an employee directly involved in a traumatic event should suggest to the employee that he or she seek mental health leave and the assistance of a mental health professional.

C. Confidentiality of Request

Any request for mental health leave shall be treated as strictly confidential by all parties involved and shall not be discussed or disclosed outside the employee's immediate chain of command, and only as necessary to facilitate the use of the leave. Any employee or supervisor who becomes aware of behavioral changes and suggests the employee seek mental health leave shall not discuss that matter with any third party. Any breach of this confidentiality shall be grounds for discipline.

Confidentiality may be waived by the employee seeking mental health leave. Confidentiality may be waived under circumstances which indicate the employee is a danger to himself or herself or others and department personnel must confer with mental health professionals.

D. Duration of Mental Health Leave

An employee directly involved in a traumatic event may request up to two working days of mental health leave.

E. Mental Health Services Available to the Officer

The City provides access to an Employee Assistance Program (EAP) for all full-time employees of the City. For more information, please contact Human Resources.

What needs to be determined by Council:

Nepotism

1. Do we want to allow employees within the same department to be promoted?
Currently our policy does not allow for this.

Emergency Event Pay

1. Approval for exempt employees to be eligible for overtime compensation paid by the city when they are deployed for events the city would receive reimbursement that is authorized by the State of Texas. (most commonly deployed in our city TIFMAS, Texas Intrastate Fire Mutual Aid System)

Alternative Work Week Schedule

1. Approval to formally add that employees who work a 4/10 schedule have to add 2 hours of their own time to the holiday in order to get paid for a full day.

Mental Health Leave

1. This policy must be added, but do we want to include all employees or just what the government code and h.b. require which is for peace officers and telecommunicators?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, ADOPTING AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL FOR THE CITY OF STAFFORD.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

The City Council of the City of Stafford, Texas, hereby adopts amendments to the City of Stafford Personnel Policies and Procedures Manual. A copy of the Personnel Policies and Procedure Manual is attached hereto as "Appendix 1" and made a part hereof for all intents and purposes.

PASSED, APPROVED, AND RESOLVED this the 6th day of September, 2023.

Ken Mathew
Mayor

ATTEST:

Roxanne Benitez
City Secretary

APPENDIX 1

CITY OF STAFFORD POLICIES AND PROCEDURES MANUAL

M E M O R A N D U M

TO: Mayor and Councilmembers
CC: Art Pertile, III
FROM: Mary Ann Powell *MAP*
DATE: September 9, 2023
RE: Local Sales Tax on Telecommunication Services

Local sales taxes imposed automatically on goods and services are not imposed and collected for telecommunication services by the Texas State Comptroller's office unless a city adopts an ordinance eliminating this exemption. The attached ordinance does this.

There are some requirements in order for the ordinance to take effect, including noting the vote in the minutes (which we do anyway), and having the City Secretary send a copy of the passed ordinance to the comptroller's office.

If passed, the ordinance would go into effect on the first complete calendar quarter after the date on which the comptroller receives a notice of the action.

I've included an excerpt from TML's revenue manual that further explains things.

EXCERPT from TML Revenue Manual pp. 98-99:

SALES TAX ON TELECOMMUNICATIONS SERVICES.

What is the sales tax on telecommunications services?

The sales tax on telecommunications services is not really a separate city sales tax. Rather, it represents the optional repeal of an exemption to the city's other sales taxes.

Telecommunications services are generally subject to state sales taxes.⁵¹³ Specifically exempt from sales taxes, however, are certain long-distance telephone services, commercial radio and television (other than cable), and a portion of monthly Internet access service charges.⁵¹⁴

Telecommunications services are exempt from city sales taxes unless the city council repeals the exemption by an ordinance recorded in the minutes and filed with the comptroller.⁵¹⁵ A city that repeals the exemption may tax only those telecommunications services taxable by the state, with the exception of otherwise taxable interstate long-distance services.

Repeal of the city telecommunications exemption could be a significant source of new revenue for cities, but many cities do not take advantage of it.

What are telecommunications services?

According to the Texas Tax Code, telecommunications services are:

...the electronic or electrical transmission, conveyance, routing, or reception of sounds, signals, data, or information utilizing wires, cable, radio waves, microwaves, satellites, fiber optics, or any other method not in existence or that may be devised, including but not limited to long-distance telephone service. The term does not include: (1) the storage of data or information for subsequent retrieval or the processing, or reception and processing, of data or information intended to change its form or content; (2) the sale or use of a telephone prepaid calling card; (3) Internet access service; or (4) a pay telephone coin sent-paid telephone call.⁵¹⁶

Which cities can repeal the exemption on telecommunications services?

All cities that have adopted sales taxes are eligible to repeal the exemption on telecommunications services.⁵¹⁷

What steps must a city take to repeal the exemption on telecommunications services?

- (1) Adopt an ordinance by majority vote of the city council that repeals the exemption.⁵¹⁸
(2) Record the votes in the minutes of the city council.⁵¹⁹
(3) The city secretary must send a copy of the ordinance to the comptroller by certified or registered mail.⁵²⁰

How many Texas cities impose sales taxes on telecommunication services?

According to 2019 comptroller data, 531 cities have repealed the tax exemption and impose sales taxes on telecommunication services.⁵²¹ SPECIAL IMPROVEMENT DISTRICT FUND TAX

⁵¹³ TEX. TAX CODE § 151.0101(a)(6).

⁵¹⁴ TEX. TAX CODE §§ 151.323 and 151.325.

⁵¹⁵ TEX. TAX CODE §§ 321.210.

⁵¹⁶ TEX. TAX CODE § 151.0103.

⁵¹⁷ This is contrasted with repeal of the exemption for residential gas and electricity, which can only be accomplished by cities that had a sales tax prior to October 1, 1979.

⁵¹⁸ TEX. TAX CODE § 321.210(b).

⁵¹⁹ TEX. TAX CODE § 321.210(d).

⁵²⁰ TEX. TAX CODE § 321.210(d).

⁵²¹ <https://comptroller.texas.gov/taxes/publications/96-339.php> ⁵²² TEX. LOC. GOV'T CODE § 372.021.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF STAFFORD, TEXAS, ELIMINATING THE EXEMPTION FROM LOCAL SALES TAXES IMPOSED FOR TELECOMMUNICAITONS SERVICES; PROVIDING FOR SEVERALBILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER.

* * * * *

WHEREAS, sales and use taxes on taxable items and services include a portion that are charged and collected on behalf of Texas municipalities, including the City of Stafford ("City"); and

WHEREAS, the State of Texas continues to collect sales tax on telecommunication services but does not collect and remit the portion for cities unless cities adopt an ordinance eliminating this exemption; and

WHEREAS, pursuant to Section 321.210 Texas Tax Code the City Council for the City has determined it to be in the best interests of the City to eliminate such exemption; now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this Ordinance are true and correct.

Section 2. That the application of the exemption provided for in Section 321.210 Texas Tax Code is hereby repealed by the City; and that such local sales tax be imposed, collected and remitted to the City in accordance with applicable law.

Section 3. In accordance with Section 321.210 Texas Tax Code the City Secretary is directed to enter the vote on this Ordinance in the minutes of the City and to send a copy of this Ordinance to the Texas State Comptroller by certified or registered mail.

Section 4. This Ordinance takes effect upon receipt by the Texas State Comptroller as provided herein and in accordance with Section 321.102 Texas Tax Code.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional;

and the City Council of the City of Stafford, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on this the 6th day of September, 2023.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

M E M O R A N D U M

TO: Mayor and Councilmembers

CC: Art Pertile, III

FROM: Mary Ann Powell *MAP*

DATE: September 6, 2023

RE: Local Sales and Use Tax on Electric and Gas Residential Utilities

There is an exception from local sales and use taxes for the sale, production, distribution, lease, or rental of, and the use, storage, or other consumption of gas and electricity for residential use within the City. However, for cities like Stafford that had a local sales tax in place before May 1, 1979, such cities may “reimpose” a local tax on residential electric and gas utilities through adoption of an ordinance. The ordinance presented to you tonight does this.

There are some requirements in order for the ordinance to take effect, including recording the vote in the minutes (which we do anyway), and having the City Secretary send a copy of the passed ordinance to the comptroller’s office by registered or certified mail.

I’ve included an excerpt from TML’s revenue manual that further explains things.

The scheme is based on the fact that the Texas Tax Code sources local sales taxes to the location where orders are received in cases where businesses have more than one physical location within the state.⁴⁸² This sourcing rule is true even where the bulk of the business operations take place elsewhere.

Legislation was passed in 2003 (as well as clarifying legislation in 2011) that prohibits the sourcing of sales taxes at locations only to alter the sourcing of sales taxes by setting up a purchasing office.⁴⁸³

Which utility services are subject to state and local sales taxes?

Residential and commercial use of water is not subject to the application of state or local sales taxes.⁴⁸⁴

Domestic sanitary sewer service is not subject to state or local sales taxes, nor is industrial discharge, provided it is regulated by the Texas Commission on Environmental Quality (TCEQ).⁴⁸⁵

Garbage collection service is subject to the state and local sales tax as a taxable real property service.⁴⁸⁶ Industrial solid waste is not taxable, however, nor are garbage collection services used by some contractors.

Gas and electricity that are sold for commercial use are subject to both state and local sales taxes.⁴⁸⁷ Commercial use is defined as use by a person engaged in selling a commodity or service, but does not include manufacturing, mining, or agricultural activities. In other words, lighting, heating, and cooling services to most retail businesses are subject to sales tax unless they fit into the manufacturing exception.

Residential gas and electricity service is exempt from state sales taxes.⁴⁸⁸ Residential gas and electricity are also exempt from city sales taxes, unless the city adopted a sales tax prior to October 1, 1979, and has acted by ordinance to tax gas and electricity.⁴⁸⁹ Cities that adopted a sales tax after October 1, 1979, may not tax residential gas and electric.

Cable television services are subject to both state and local sales taxes.⁴⁹⁰ This includes satellite T.V.⁴⁹¹

⁴⁸² TEX. TAX CODE§ 321.002(a)(3).

⁴⁸³ TEX. TAX CODE§ 321.002(a)(3).

⁴⁸⁴ TEX. TAX CODE§ 151.315.

⁴⁸⁵ TEX. TAX CODE§ 151.0048(a)(3).

⁴⁸⁶ TEX. TAX CODE §§ 151.0048(a)(3) and 151.0048(b).

⁴⁸⁷ TEX. TAX CODE§ 151.317.

⁴⁸⁸ TEX. TAX CODE§ 151.317(a)(1).

⁴⁸⁹ TEX. TAX CODE§ 321.105.

⁴⁹⁰ TEX. TAX CODE§ 151.0101(a)(2).

⁴⁹¹ 34 TEX. ADMIN. CODE§ 3.133.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF STAFFORD, TEXAS, REIMPOSING LOCAL SALES AND USE TAX FOR THE SALE, PRODUCTION, DISTRIBUTION, LEASE, OR RENTAL OF, AND THE USE, STORAGE, OR OTHER CONSUMPTION WITHIN THE CITY OF GAS AND ELECTRICITY FOR RESIDENTIAL USE; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER.

* * * * *

WHEREAS, local sales and use taxes on taxable items and services are charged and collected on behalf of Texas municipalities, including the City of Stafford ("City"); and

WHEREAS, the State of Texas allows certain cities that imposed local sales and use tax before May 1, 1979, to eliminate the exemption on the sale, production, distribution, lease, or rental of, and the use, storage, or other consumption within cities of gas and electricity for residential use; and

WHEREAS, pursuant to Section 321.105 Texas Tax Code, the City Council of the City determines it to be in the best interests of its citizens reimpose such tax through adoption of an ordinance; now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this Ordinance are true and correct.

Section 2. That pursuant to Section 321.105 Texas Tax Code, the exemption from local sales and use tax for the sale, production, distribution, lease, or rental of, and the use, storage, or other consumption of gas and electricity for residential use within the City is hereby repealed by City; and that such tax be reimposed, collected and remitted to the City in accordance with applicable law.

Section 3. That in accordance with Section 321.105 Texas Tax Code the City Secretary is directed to enter the vote on this Ordinance in the minutes of the City and to send a copy of this Ordinance to the Texas State Comptroller by certified or registered mail.

Section 4. That this Ordinance takes effect upon receipt by the Texas State Comptroller as provided herein and in accordance with Section 321.104 Texas Tax Code.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Stafford, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on this the 6th day of September, 2023.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

From: [Virginia Rosas](#)
To: [Roxanne Benitez](#); [Ken Mathew](#)
Subject: Agenda Item- Sept. 6-Town Hall Meeting
Date: Thursday, August 24, 2023 7:40:47 AM
Attachments:

Discuss and set a date for a Town Hall Meeting to discuss property taxes as it relates to the city budget.

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Virginia Rosas

Councilmember

City Council

VRosas@staffordtx.gov

www.staffordtx.gov



City of Stafford • • Stafford • TX • 77477 • United States

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From: [Virginia Rosas](#)
To: [Roxanne Benitez](#); [Ken Mathew](#)
Subject: Agenda Item - Sept 6- Comprehensive Plan Meeting
Date: Thursday, August 24, 2023 7:43:03 AM
Attachments:

Discuss and set a date for a Comprehensive Plan Committee Meeting.

Get [Outlook for iOS](#)

Virginia Rosas

Councilmember
City Council
VRosas@staffordtx.gov

www.staffordtx.gov



City of Stafford • • Stafford • TX • 77477 • United States

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From: [Christopher Caldwell](#)
To: [Roxanne Benitez](#)
Cc:
Subject: Future Agenda Item
Date: Tuesday, August 29, 2023 2:11:42 PM
Attachments:

I am requesting that my proposal for an Infrastructure Committee be placed on the upcoming regular schedule council meeting on September 6, 2023. I have attached accompanying documents.

Thank you

Committee Proposal

The idea behind committees for Stafford City Council is to tap into the specific talents, skills and knowledge of individuals in the community to inform and educate the City Council on particular areas of concern. Committees allow the City Council to divide the work into manageable sections. In this proposal document, I would like to recommend the creation of an Infrastructure Committee to provide community feedback on the physical infrastructure of the City of Stafford. The Infrastructure Committee serves to:

- Provide a forum for exchanging ideas among community members.
- Exchange of ideas among members to generate some suggestions and recommendations which may be useful for the City Council.
- Engage in proper discussion on present problems and efforts are made to find solutions.

The Infrastructure Committee will broach topics such as:

1. Urban growth and transformation strategy- Discuss strategies and plans to accelerate the delivery of municipal initiatives through implementation support.
2. Maximization of revenues- Discuss programs that increase revenue from taxes, fees, and fines, as well as improving monetization of assets and resources.
3. Public-private partnerships- Discuss engagement strategies for the private sector to optimize financing opportunities and improve feasibility of municipal projects.
4. Digital city infrastructure- Discuss strategies for using digital technology to address public challenges and improve service delivery.
5. Housing options and livability- Discuss housing authorities and developers to increase access to affordable housing solutions and improve the quality of life for citizens.
6. City mobility- Discuss initiatives that identify street, roads, and bridges that need repair or maintenance.
7. City design and development- Discuss municipal and community master plans that support sustained, inclusive growth.
8. Sustainability- Discuss risk assessment and abatement initiatives to reduce the exposure of global cities to external shocks—including resource efficiency, climate change response, and resiliency efforts.

FAQ

- HOW DOES THIS PROPOSAL ALIGN WITH THE STRATEGIC GOALS OF THE CITY OF STAFFORD?

Goal No. 2 Increase Our Fund Balance.

Goal No. 4 Quality Development/ Redevelopment

- HOW WELL DO YOU UNDERSTAND THE OBJECTIVE?

The objective of this committee is to:

1. *Provide a forum for exchanging ideas among community members.*
2. *Exchange of ideas among members to generate some suggestions and recommendations which may be useful for the City Council.*
3. *Engage in proper discussion on present problems and efforts are made to find solutions.*

- HAS THE CITY OF STAFFORD OR TEAM TACKLED SIMILAR PROJECTS IN THE PAST?

Every year conversations about these issues are discussed, but to address these issues to degree in which this committee purpose is a first.

- HOW WELL DID IT GO? WHAT WERE THE SUCCESSES AND LESSONS LEARNED?

Prior committees were formed and meetings took place, but the ultimate issues were not resolved.

- WHAT FACTORS WILL IMPACT THE SCHEDULE?

Committee members personal schedules will be the only barrier.

- ARE THERE DATES WHEN KEY RESOURCES AND STAFF ARE UNAVAILABLE? WILL THE OFFICE BE CLOSED DURING THE PROJECT?

This committee does not require any city staff member participation. The only contribution requested for the city is a meeting space.

- HOW WILL YOU GATHER FEEDBACK? WILL YOU HAVE TO PRESENT PROGRESS TO STAKEHOLDERS IN FORMAL OR INFORMAL MEETINGS?

Detailed ideas, suggestions, and recommendations will be recorded during committee meetings and presented to City Council during formal meetings. The committee will me monthly or as needed to address issues and develop solutions. The committee will establish milestone deadlines and determine how to plan or manage time and schedule while creating initiatives based on the sequence of tasks.

- WHAT TOOLS WILL YOU USE TO COMMUNICATE?

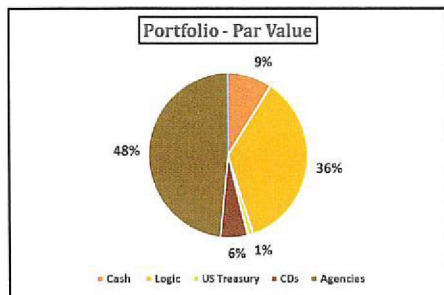
N/A

- HOW WILL YOU EXPLAIN YOUR PROGRESS TO STAKEHOLDERS? WHAT WILL YOU DO IF THEY DON'T UNDERSTAND?

Monthly updates/ reports will be presented to City Council. Detailed ideas, suggestions, and recommendations will be delivered throughout the committee's existence. Proposed activities or tasks and estimated time frames for each proposal, as well as the sequence in which they must be completed will be presented to City Council.

CONSENT AGENDA

CITY OF STAFFORD
SUMMARY OF PORTFOLIO
FOR THE PERIOD ENDING JULY 31, 2023



Portfolio	Weighted Average Maturity	Weighted Average Yield	Par Value	Book Value	Market Value
Cash	1	2.02	3,950,901	3,950,901	3,950,901
Logic	1	5.30	15,604,388	15,604,388	15,604,388
US Treasury	724	0.75	500,000	499,894	490,545
CDs	481	3.16	2,436,000	1,948,000	1,925,446
Agencies	705	2.84	21,000,000	20,999,740	20,697,840
Total	375	3.65	43,491,289	43,002,922	42,669,119

Total Weighted Average Maturity in Days 375
Total Weighted Average Yield to Maturity 3.65
Longest Maturity of Open Investment in Days 731

Benchmark Yield	
3 month T Bill	5.42%
6 month T Bill	5.47%

Investment Activity during the month:

	Book	Market
Beginning Total Portfolio Value	42,336,218	41,968,825
CDs Purchased	-	-
CDs Matured	(488,000)	(488,000)
Agencies Purchased	500,000	500,000
Agencies Matured/called in	-	-
UST Purchased	-	-
Net Change in Pool (LOGIC)	1,566,729	1,566,729
Change in Market Value		33,703
Net Change in Cash	(912,138)	(912,138)
Amortization of Agencies purchased at discount rate	114	
Accrued Interest Receivable		
Ending Total Portfolio Value with Accrued Interest	43,002,922	42,669,119

This monthly report is in full compliance with PFIA and the City of Stafford's Investment Policy and Strategy

Prepared By:

Alka Shah

Alka Shah, Chief Financial Officer

Ken Mathew 8/24/23

Ken Mathew, Mayor

CITY OF STAFFORD
CD & AGENCY DETAIL
FOR THE PERIOD ENDING JULY 31, 2023

Type	Authorized Broker	Par	Cusip#	Settlement Date	Maturity Date	Days to Maturity	Price	Yield	Purchase Price	Beginning Book Value	Beginning Market Value	Ending Book Value	Ending Market Value
FFCB	Multi Bank	500,000	3133ENAU4	10/12/21	10/12/23	730	99.96	0.27	499,800	499,972	492,575	499,980	494,855
FFCB	Multi Bank	500,000	3133ENAL4	10/14/21	10/12/23	728	99.87	0.29	499,345	499,907	492,885	499,935	494,940
FFCB	Multi Bank	500,000	3133ENBN9	10/20/21	10/20/23	730	99.95	0.34	499,750	499,962	492,145	499,973	494,330
FFCB	PHN Financial	500,000	3133ENAL4	10/18/21	10/12/23	724	99.81	0.29	499,062	499,862	492,885	499,901	494,940
FHLB	Hiltop Sec.	500,000	3130APLJ28	11/17/21	11/17/23	730	100.00	0.50	500,000	500,000	490,495	500,000	492,570
FHLB	Hiltop Sec.	500,000	3130APPM1	11/22/21	11/22/23	730	100.00	0.55	500,000	500,000	490,280	500,000	492,335
FHLB	Hiltop Sec.	500,000	3130APLY9	11/24/21	11/24/23	730	100.00	0.50	500,000	500,000	490,050	500,000	492,130
FHLB	Hiltop Sec.	500,000	3130APQJ7	11/22/21	11/22/23	730	100.00	0.58	500,000	500,000	490,330	500,000	492,375
FHLB	Hiltop Sec.	500,000	3130APMC6	11/24/21	11/24/23	730	100.00	0.45	500,000	500,000	490,410	500,000	492,075
FHLB	Hiltop Sec.	500,000	3130APVP7	12/07/21	12/07/23	730	100.00	0.65	500,000	500,000	489,430	500,000	491,360
FHLB	Hiltop Sec.	500,000	3130APYZ2	12/08/21	12/08/23	730	100.00	0.63	500,000	500,000	489,310	500,000	491,250
FHLB	Multi Bank	500,000	3130AQ3X9	12/22/21	12/22/23	730	100.00	0.75	500,000	500,000	488,705	500,000	490,545
FHLB	Multi Bank	500,000	3130AQ6F5	12/28/21	12/28/23	730	100.00	0.80	500,000	500,000	488,465	500,000	490,240
FFCB	Multi Bank	500,000	3130ENLF5	01/18/22	01/18/24	730	99.96	0.90	499,795	499,943	487,620	499,952	489,050
FHLB	Hiltop Sec.	500,000	3130AQFK4	01/19/22	01/19/24	730	100.00	0.76	500,000	500,000	487,805	500,000	489,045
FHLB	Hiltop Sec.	500,000	3130AQLR2	02/07/22	02/07/24	730	100.00	1.00	500,000	500,000	486,395	500,000	487,870
FHLB	Multi Bank	500,000	3130AQPM9	02/16/22	02/16/24	730	100.00	1.10	500,000	500,000	485,165	500,000	487,520
FHLB	Multi Bank	500,000	3130AQYN7	02/28/22	02/23/24	725	100.00	1.75	500,000	500,000	487,730	500,000	488,845
FHLB	Hiltop Sec.	500,000	3130AQVD2	02/28/22	02/28/24	730	100.00	1.35	500,000	500,000	486,340	500,000	488,045
FHLMC	Multi Bank	500,000	3134GXPH1	03/30/22	03/28/24	729	100.00	2.02	500,000	500,000	486,460	500,000	487,940
FHLB	PHN Financial	500,000	3130ARHH7	04/19/22	04/19/24	731	100.00	2.42	500,000	500,000	487,560	500,000	488,285
FHLB	Hiltop Sec.	500,000	3130ARP54	04/29/22	04/29/24	731	100.00	2.70	500,000	500,000	488,320	500,000	488,885
FHLMC	Hiltop Sec.	500,000	3134GXSY1	05/24/22	05/24/24	731	100.00	3.00	500,000	500,000	487,785	500,000	489,150
FHLMC	Hiltop Sec.	500,000	3134GXG73	08/12/22	08/12/24	731	100.00	4.10	500,000	500,000	490,575	500,000	491,805
FHLB	Multi Bank	500,000	3130ASY29	08/30/22	08/28/24	729	100.00	3.75	500,000	500,000	489,895	500,000	489,880
FHLB	Multi Bank	500,000	3130ATCN5	09/27/22	09/27/24	731	100.00	4.00	500,000	500,000	490,655	500,000	490,550
FHLB	Multi Bank	500,000	3130ATFL6	09/30/22	09/30/24	731	100.00	4.60	500,000	500,000	493,665	500,000	493,515
FHLB	Multi Bank	500,000	3130AT7L5	09/30/22	09/30/24	731	100.00	4.15	500,000	500,000	491,365	500,000	491,330
FHLB	Multi Bank	500,000	3130ATHG5	10/25/22	10/25/24	731	100.00	5.00	500,000	500,000	495,165	500,000	494,830
FHLB	Hiltop Sec.	500,000	3130ATHL4	10/26/22	04/26/24	548	100.00	4.75	500,000	500,000	496,210	500,000	496,130
FHLMC	Multi Bank	500,000	3134GX6V1	11/25/22	11/25/24	731	100.00	5.15	500,000	500,000	495,565	500,000	495,280
FNMA	PHN Financial	500,000	3135GACZ2	11/25/22	11/25/24	731	100.00	5.40	500,000	500,000	496,725	500,000	496,405
FHLMC	Multi Bank	500,000	3134GYCA8	01/10/23	01/10/25	731	100.00	5.20	500,000	500,000	495,890	500,000	495,255
FHLB	Hiltop Sec.	500,000	3130AUFW9	01/27/23	01/27/25	731	100.00	5.35	500,000	500,000	496,470	500,000	495,795
FHLMC	PHN Financial	500,000	3134GYJ783	02/24/23	02/24/25	731	100.00	5.25	500,000	500,000	495,840	500,000	495,190
FHLMC	PHN Financial	500,000	3134GYLD2	03/14/23	03/14/25	731	100.00	5.63	500,000	500,000	497,545	500,000	496,995
FHLMC	PHN Financial	500,000	3134GYKP6	03/14/23	03/14/25	731	100.00	5.50	500,000	500,000	497,130	500,000	496,480
FHLB	PHN Financial	500,000	3130AVE24	03/28/23	03/28/24	366	100.00	5.75	500,000	500,000	498,830	500,000	498,905
FHLMC	Hiltop Sec.	500,000	3134GYQPO	05/01/23	05/01/25	731	100.00	5.38	500,000	500,000	496,445	500,000	495,930
FHLB	Hiltop Sec.	500,000	3130AW4G2	05/22/23	11/22/24	550	100.00	5.35	500,000	500,000	498,770	500,000	496,160
FHLB	PHN Financial	500,000	3130AWDD9	06/06/23	07/03/24	393	100.00	5.50	500,000	500,000	499,460	500,000	497,755
FHLB	Hiltop Sec.	500,000	3130AWLT5	07/25/23	07/25/25	731	100.00	6.00	500,000			500,000	501,070
Total Agencies		21,000,000				WAM: 705	WAY: 2.84		20,997,752	20,499,646	20,166,345	20,999,740	20,697,840

CITY OF STAFFORD
CD & AGENCY DETAIL
FOR THE PERIOD ENDING JULY 31, 2023

Type	Authorized Broker	Par	Cusip#	Settlement Date	Maturity Date	Days to Mature	Price	Yield	Purchase Price	Beginning Book Value	Beginning Market Value	Ending Book Value	Ending Market Value
UST	Hilltop Sec.	500,000	91282CDR9	01/06/22	12/31/23	724	99.90	0.75	499,509	499,873	488,830	499,894	490,545
Total US Treasury		500,000				WAM: 724	WAY: 0.75		499,509	499,873	488,830	499,894	490,545
CD	Goldman Sachs	248,000	38149MC68	10/13/21	10/13/23	730	100	0.40	248,000	248,000	244,408	248,000	244,999
CD	BMW	249,000	05580AF58	10/29/21	10/30/23	731	100	0.45	249,000	249,000	244,870	249,000	245,337
CD	Capital One	249,000	14042TDT1	11/17/21	11/17/23	730	100	0.45	249,000	249,000	244,275	249,000	244,722
CD	US Alliance	249,000	90352RCC7	01/28/22	01/29/24	731	100	0.75	249,000	249,000	242,344	249,000	242,398
CD	Atlantic Union	244,000	04911LAH6	01/13/23	07/13/23	181	100	4.40	244,000	244,000	243,920	-	
CD	Cathay Bank	244,000	149159RS6	01/12/23	07/12/23	181	100	4.40	244,000	244,000	243,926	-	
CD	JP Morgan Chase	243,000	46656MAH4	04/18/23	05/17/24	395	100	5.05	243,000	243,000	241,787	243,000	241,392
CD	First Technology	237,000	33715LFG0	05/26/23	05/24/24	364	100	5.25	237,000	237,000	236,232	237,000	235,619
CD	First Source	236,000	33651FAJ8	06/15/23	06/17/24	368	100	5.45	236,000	236,000	235,151	236,000	234,951
CD	Zions Bank	237,000	98970LG80	06/14/23	06/13/24	365	100	5.40	237,000	237,000	236,039	237,000	236,028
Total CDs		2,436,000				WAM: 481	WAY: 3.16		2,436,000	2,436,000	2,412,952	1,948,000	1,925,446

**CITY OF STAFFORD INVESTMENT PORTFOLIO
FOR THE PERIOD ENDING JULY 31, 2023**

Investment by Funds	Cash	Logic	Agencies	T- Bills	CDs	Total	Interest Income
General Operating	1,392,408	4,805,285	5,500,000		959,000	12,656,693	331,703
General Non Operating	254,980	383,663	1,500,000			2,138,643	52,321
Employee Benefits	200,927					200,927	2,846
Stafford Centre	438,651					438,651	8,679
Judicial Efficiency	21,960					21,960	493
Court Security	20,341	76,606				96,947	2,558
Court Technical	39,939					39,939	1,010
Local Truancy Prevention	22,824	76,606				99,429	2,629
Municipal Jury	2,029					2,029	58
Narcotic Seizure-Federal	45,022					45,022	2,308
Narcotic Seizure-State	26,737					26,737	925
Child Safety Fees	35,106					35,106	708
Special Revenue - PD	16,804					16,804	418
Hotel Occupancy	209,219	2,471,662	4,999,924	499,894		8,180,699	138,646
Debt Service	420,317					420,317	4,680
Capital Project	15,441	733,223	1,499,901		492,000	2,740,565	55,781
Local Street Assessments	1,682					1,682	43
SEDC General	48,004	3,871,837	7,499,915		497,000	11,916,756	214,737
SEDC Debt Service	722,959	1,056,648				1,779,607	23,205
SEDC Capital Projects	15,550	2,128,858				2,144,408	34,486
Total Investments by Fund	3,950,901	15,604,388	20,999,740	499,894	1,948,000	43,002,923	878,232



City of Stafford
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
TM-PD-1205_Mayor and Council_Training Request G.Reising

Classification of Expenditure (check the one that applies)

☐ Emergency

☐ Critical

☐ Very Necessary

☒ Normal

☐ Grant Funds - Paid
in Advance

☐ Grant Funds -
Reimbursement

Agenda Date: 09/06/2023

Requested By: Richard S. Ramirez

Department: Police

Department Head
Approval:

Richard S. Ramirez

Budget

Budget Line Item	100-520-679
Expenditure Required	\$90.00
Current Budget	\$2536.03
Additional Funding	N/A
Funding Source	Adopted Budget

Finance Approval:

Quke Shah

Mayor's Comments

Mayor's Approval for
Discussion Item

Mayor's Approval for
Consent Agenda

Ken Mathews

Rejected by Mayor for
Inclusion on Agenda



STAFFORD POLICE DEPARTMENT

2702 South Main Street
Stafford, Texas 77477-5599
PHONE: (281) 261-3950
FAX: (281) 499-9744

Memo

TM-PD-1205

To: Mayor Mathew and Council
From: Richard S. Ramirez, Chief of Police
Date: August 29, 2023
Re: Training Request

Please approve the following training request(s) and all related expenses for the following police personnel:

Name	Date of Training	Description of Training	Tuition	Lodging / Per Diem	TOTAL
G. Reising	09/07/2023	New Supervisor -OSS Academy-Online	\$90.00	N/A	\$90.00
TOTAL					\$90.00

TOTAL COST: \$90.00

RSR/rc

Attachment(s)

RICHARD S. RAMIREZ
CHIEF OF POLICE

Stafford Police Department

Training Request

Employee Name: Gregory Reising Division: Patrol

Training Information

Name of School / Seminar: OSS Academy

Location of Class: Online

Begin Date: 09/07/2023 End Date: 09/07/2023 Times: 8 a.m. to 5 p.m.

Billing Information

Payable to: OSS Academy

Address: Online

Class Registration completed: Y ☒ N ☐ Cost of Training: \$ 90.00

Accommodations / Transportation / Per Diem

Hotel: N/A

Total Cost for Lodging: \$ 0 Reservations Made: Y ☐ N ☒

Transportation - City Vehicle: Y ☐ N ☒ City Gas Card: Y ☐ N ☒

Air Travel: Y ☐ N ☒ If yes: \$ _____ (Reservations will be made by Administration)

Per Diem - # of Days: _____ @ \$ _____ / day = \$ 0 [Click Here for Per Diem Rate](#)

Mileage Reimbursement - # of miles (SPD to destination) _____ @ \$ 0.625 / mile = \$ 0

TOTAL COST OF TRAINING: 90.00 + 0 + 0 + 0 + 0 = \$ 90

ATTACH ALL SUPPORT INFORMATION (training brochure, hotel information, etc.)

Employee Signature: Gregory Reising Digitally signed by Gregory Reising
Date: 2023.08.17 13:10:32 -05'00'

Approved: Y ☒ N ☐ Reason for Denial: _____

Supervisor Signature: Ryan A. Ward Digitally signed by Ryan A. Ward
DN: cn=Ryan A. Ward, o=Stafford Police Department, ou=Patrol, email=rward@staffordtexas.gov, c=US
Date: 2023.08.17 13:16:04 -05'00'

Approved: Y ☒ N ☐ Reason for Denial: _____

Division Commander Signature: Captain Herman Digitally signed by Captain Herman
Date: 2023.08.17 14:31:21 -05'00'

UPON COMPLETION BY THE DIVISION COMMANDER, FORWARD THE REQUEST AND ALL ATTACHMENTS BY EMAIL TO ADMIN.

Approved: Y ☐ N ☐ Reason for Denial: _____

Asst. Chief Signature: _____

Approved: Y ☐ N ☐ Reason for Denial: _____

Chief Signature: [Signature]

[Continue Shopping](#)



[Shopping Cart - Check Out 90.00](#)

New Supervisor (First-Line) Course #3737 (TCOLE) Package

Course Number

3737

Price (Shown in U.S. Dollars)

90.00

Overview

This is the Texas Commission on Law Enforcement (TCOLE) mandated New Supervisor (First-Line) Course #3737 online training course offered for Texas Peace Officers.

Supervising the work of others requires advanced skills in leadership, counseling, motivation, and communication to create an effective and positive work environment for subordinates. This course provides the student with training vital to effective leadership and administrative tasks. Participants will learn about ethics, effective communication, leadership styles, counseling, planning and organizing, and cultural diversity, as well as special investigative topics, and updates to Texas laws.

Please note, the entire course, final exam(s), and course evaluation(s) must be completed in order to receive forty (40) hours of course credit.

TCOLE Reporting

OSS Academy® typically reports 4 to 5 times each week [excluding U.S. Federal holidays]. We report your credit directly through TCLEDDS to the Texas Commission on Law Enforcement [TCOLE]. You should have already provided your full and correct name, TCOLE PID number, and other important information when registering for your account. If not, once logged in, go to [Edit Profile](#) to update your information.

Should you have any questions, simply contact the OSS Academy® Training Coordinator by phone at 281-288-9190 (Ext. 205) or online at [Contact OSS Academy®](#).

Objective

OSS Academy® courses are recognized by more Peace Officer Standards and Training boards and correctional associations than any other online training provider.

Our courses are designed by Subject Matter Experts who are nationally recognized and licensed instructors. Many of our experts testify in law enforcement, corrections, and security related defense cases throughout the U.S.

Our curriculum meets or exceeds state course objective requirements.

For more information, visit [OSS - Law Enforcement Advisors®](#) or [OSS Academy®](#) online or simply contact the OSS Academy® Training Coordinator by phone at 281-288-9190 (Ext. 205) or online at [Contact OSS Academy®](#).

Additional Information

TCOLE Training, Proficiency Requirements, & Course Equivalents

For your convenience, OSS Academy® provides a [TCOLE Course Equivalent Resource](#) with imbedded hyperlinks.

See also, our entire [TCOLE Courses Listing](#).

Should you have any questions, simply contact the OSS Academy® Training Coordinator by phone at 281-288-9190 (Ext. 205) or online at [Contact OSS Academy®](#).

Course Hours

40.00



City of Stafford
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Purchase of management software to centrally manage newly aquired PA-3410 security appliances.

Classification of Expenditure (check the one that applies)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Normal
<input checked="" type="checkbox"/> Critical	<input type="checkbox"/> Grant Funds - Paid in Advance
<input type="checkbox"/> Very Necessary	<input type="checkbox"/> Grant Funds - Reimbursement

Agenda Date: 9/06/2023	Requested By: R. Ryan Young
Department: Information Technology	Department Head Approval: Ryan Young

Budget	
Budget Line Item	101-506-561
Expenditure Required	\$15,134
Current Budget	\$40,852
Additional Funding	N/A
Funding Source	AARP grant

Finance Approval: <i>Akash Shah</i>	Date: 8/24/23
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Mayor's Comments

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	<i>Ken Matun</i>
Date:		Date:	
Rejected by Mayor for Inclusion on Agenda		Date:	



CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477

281-261-3900 • FAX: 281-261-3994

WWW.STAFFORDTX.GOV

Memo

To: Mayor Mathew and City Council

From: Ryan Young, Director of Information Technology

Date: August 7, 2023

Re: Approval to allocate the funds to purchase Panorama Central Management Software with three years of upgrades and maintenance. The cost is \$15,134.00.

The City of Stafford currently utilizes two Palo Alto PA-850 security appliances configured in failover mode. These devices act as the perimeter firewall security for the City's network. Also, since the redesign of the network, they now additionally act as centralized security appliances that monitor the traffic on the whole network. IT has recommended and city council has approved the purchase of more powerful replacements for these appliances.

The City of Stafford's Information Technology department is currently working towards the implementation of these two Palo Alto PA-3410 security appliances. These new devices have 6x the computing power of the existing PA-850 models. The PA-3410 devices have more high-speed ports available. Which will allow IT to take better advantage of the increased connection speeds now available. The increase in computing power available in the proposed units will allow IT to configure these devices to take advantage of all the existing network filtering services as well as an additional new service. While ensuring that the network can operate at its full capacity.

As part of the implementation of these new security devices, IT has learned that this new security environment, that is being built, will best be managed through a centralized security system. Which is provided by the Palo Alto, Panorama Central Management software system. This system allows for the management of not only Palo Alto devices but all security devices that comply with some of the basic security protocols. The intention of this system is to provide a single point for the IT Department to manage all security devices in our environment. This is necessary to allow our small team to manage an ever-changing security environment. This centralization and management software is key to that endeavor.

If you need any additional information or explanation, please contact me at (281) 261-3924, or ryoung@staffordtx.gov. Thank you for your consideration.

Ryan Young, Director of Information Technology



Pricing Proposal
Quotation #: 23727404
Created On: 7/20/2023
Valid Until: 8/18/2023

TX-City of Stafford

Ryan Young

2610 SOUTH MAIN
STAFFORD CITY HALL
Stafford, TX 77477
United States
Phone: 281-261-3924
Fax:
Email: RYoung@staffordtx.gov

Inside Account Executive

Alex Jasko

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3061
Fax:
Email: alex_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Panorama central management software, 25 devices Palo Alto Networks - Part#: PAN-PRA-25 Contract Name: immixTechnology, Inc Contract #: DIR-TSO-4315	1	\$9,032.00	\$9,032.00
2 For US Government accounts only. Premium support 3 year term, Panorama 25 devices Palo Alto Networks - Part#: PAN-SVC-PREMUSG-PRA-25-3YR Contract Name: immixTechnology, Inc Contract #: DIR-TSO-4315	1	\$6,102.00	\$6,102.00
Subtotal			\$15,134.00
Shipping			\$0.00
Total			\$15,134.00

Additional Comments

Palo Alto has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477

281-261-3900 • FAX: 281-261-3994

WWW.STAFFORDTX.GOV

Memo

To: Mayor and City Council
From: Alka Shah, Chief Financial Officer
Date: August 31, 2023
Re: Approval of contract with Pinnacle Business Solutions

Currently, the Stafford Police Department is responsible for transporting the bank bag daily to the City's depository bank. However, due to vacancies and staffing issues at the Police Department, they will no longer be able to handle this task. Staff has received two quotes for this service as required by the City's purchasing policy.

Brinks - \$1,156.95/month

Pinnacle Business Solutions - \$422.72/month

The Finance department is seeking your approval to contract with Pinnacle Business Solutions for their armored transport service.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS,
APPROVING THE AGREEMENT WITH PINNACLE BUSINESS SOLUTIONS, LLC
FOR COURIER SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the City Council hereby authorizes the Mayor to execute an agreement with Pinnacle Business Solutions, LLC (PBS) for courier services in accordance the terms and conditions of the agreement attached hereto as Exhibit "A" and incorporated herein for all purposes.

PASSED, APPROVED, and RESOLVED this 6th day of September, 2023.

Ken Mathew
Mayor

ATTEST:

Roxanne Benitez
City Secretary

EXHIBIT A



Service Agreement

Agreement made the _____ day of August 2023, by and between **Pinnacle Business Solutions, LLC** "PBS" with its principle office located at 2335 Minimax Dr., Houston, TX 77008 and **City of Stafford**, (The CUSTOMER), whose principle office is located at 2610 South Main Street, Stafford, TX 77477

The purpose of this agreement is to state the terms and conditions under which PBS will provide The CUSTOMER with warehousing and distribution in PBS' coverage areas.

NOW THEREFOR, in consideration of the mutual promises herein contained the parties hereto agree to the following:

Services to be Performed

PBS agrees to provide The CUSTOMER with bank deposit services. Monday – Friday, bank deposits will be picked up by PBS from The CUSTOMER between 8:00 AM – 3:00 PM and transported to Stellar Bank, 13010 Murphy Rd. Stafford, TX 77477. PBS will exchange the deposit slip the following day. Attachment "A" indicates pricing.

In an event of an accident, break down, or any form of interruption during the course of the pickups and deliveries, PBS will remain responsible for all parcel(s) deadlines going to/from their respective destination(s). PBS' management will notify the customer of any and all situations which may lead to PBS missing their deadline, and every course of action will be taken to ensure deadlines are met. The customer has sole discretion as to how any problem should be resolved. PBS' drivers must follow all Federal and State laws while performing services for the customer.

Price and Agreement

PBS will submit a monthly invoice to the CUSTOMER for payment. The CUSTOMER agrees to pay monthly in full due upon receipt.

Initials

Insurance and indemnity

PBS maintains liability insurance, which a copy can be provided upon the Customers request. As part of PBS attempt to limit liability to its customers, it shall indemnify, defend and hold harmless the CUSTOMER and/or any of The CUSTOMER's directors, officers, employees, or customers from any claim, demand, proceeding or damage for which The CUSTOMER or any of The CUSTOMER's directors, officers, employees, or customers might become liable as a result of or otherwise in connection with PBS' performance or failure to perform hereunder.

Term

The term of this agreement shall commence on the execution of this agreement. The CUSTOMER may terminate this agreement, at any time given a thirty (30) day notice to PBS in writing. PBS may also terminate this agreement on 30 days written notice to the CUSTOMER.

Receipt Logs

PBS shall provide and maintain a receipt log with pertinent information as to date, materials, quantity, and time of pick up. The receipt log will be kept by PBS. The CUSTOMER shall have the right to inspect and copy the receipt logs upon notice to PBS.

Non-Assignment

This agreement is not assignable without prior written consent of PBS. Any attempt to transfer any rights, duties, or obligations of this agreement without written consent is void. Notwithstanding the foregoing, The CUSTOMER may, without the consent of PBS, assign this Agreement (i) to its parents or subsidiaries, or any entity that directly or indirectly controls, is controlled by, or is under common control with The CUSTOMER, or (ii) in connection with any merger, consolidation, reorganization, reincorporation, change of control, or sale or acquisition of all or substantially all The CUSTOMER's assets.

Notices & Non-Disclosure

Any notice required or permitted hereunder shall be in writing and shall include copies as provided below. Notice shall be deemed effective forty-eight (48) hours after deposit in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party to be notified at the address hereafter, which address, and recipients of copies may be changed on ten days notice in writing.

The address shall be:

Pinnacle Business Solutions
Attention: Woodrow Clayton
PO Box 2546
Houston, TX 77252-2546

City of Stafford
Attention: _____
2610 South Main Street
Stafford, TX 77477

Initials

PBS acknowledges that by reason of its relationship to The CUSTOMER hereunder it may have access to certain information and materials concerning The CUSTOMER's business, plans, customers, technology, products and services that are confidential and of substantial value to The CUSTOMER, which value would be impaired if such information were disclosed to third parties. PBS agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such information revealed to it as a result of or arising out of the relationship hereunder (other than to fulfill its obligations under this Agreement). PBS shall take every reasonable precaution to protect the confidentiality of such information. This obligation shall survive expiration or termination of this Agreement.

Waiver. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings notwithstanding any such waiver.

Headings. The headings set forth herein have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

Governing Law and Choice of Forum. The laws of the State of Texas without regard to the conflicts of laws principles thereof, shall govern this Agreement, including its construction and interpretation, the rights and remedies of the parties hereunder, and all claims, controversies or disputes (whether arising in contract or tort) between the parties. Contractor further agrees that he/she is subject to the jurisdiction of the courts of Texas with respect to any legal proceeding commenced to enforce any provision hereof or for any breach hereof.

Entire Agreement. This Agreement and Addenda hereto constitute the entire agreement of the parties relating to the subject matter hereof and supersedes any and all oral or written agreements or negotiations relating to any such subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party or anyone acting on behalf of any party hereto which are not embodied herein. This Agreement supersedes any prior agreement between PBS, its predecessors, successor or affiliates and Contractor relating to the subject matter hereof. Any modification of or amendment to this Agreement will be effective only if it is in writing signed by the party to be charged, except that PBS may assign this Agreement, without written confirmation from Contractor, to any corporation which controls PBS, is controlled by or under control of PBS, or to any corporation resulting from the merger of or consolidation with PBS and as allowed pursuant to Section 5.

Gender, Etc. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine or neuter gender shall include all genders.

Initials

Reformation and Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT CAREFULLY AND SEEK LEGAL ADVICE IF ANY PORTION OF THIS AGREEMENT IS NOT UNDERSTOOD. THE PARTIES HERETO AGREE THAT BY SIGNING THIS AGREEMENT THEY HAVE CONSULTED WITH LEGAL COUNSEL OR HAVE WAIVED SUCH RIGHT.

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

Signatures

Pinnacle Business Solutions, LLC

City of Stafford

Signature: _____

Print: _____

Title: _____

Initials

Attachment A

Pick-Up and Delivery Services:

Action	Address	Rate
MON – FRI Pick Up Deposit City of Stafford	2610 South Main Street, Stafford, TX 77477	\$19.51
MON – FRI Deliver Deposit Stellar Bank	13010 Murphy Rd., Stafford, TX 77477	

Initials

FUEL SURCHARGE MATRIX

Pinnacle Business Solutions, LLC uses an index-based surcharge that is adjusted weekly based on the government web page below. Pinnacle Business Solutions, LLC will adjust the total invoice based on the below guidelines. Pinnacle Business Solutions, LLC will adjust the total invoice based on the below guidelines. Fuel calculations will not go below the contract start price at the start of the contract.

<https://www.eia.gov/petroleum/gasdiesel/>

Average Regular Gasoline Fuel Price (\$/Gallon)	Average Regular Gasoline Fuel Price (\$/Gallon)	
At least:	But Less Than:	Fuel Surcharge:
\$2.67	\$2.74	7.0%
\$2.75	\$2.82	7.5%
\$2.83	\$2.90	8.0%
\$2.91	\$2.98	8.5%
\$2.99	\$3.06	9.0%
\$3.07	\$3.14	9.5%
\$3.15	\$3.22	10.0%
\$3.23	\$3.30	10.5%
\$3.31	\$3.38	11.0%
\$3.39	\$3.46	11.5%
\$3.47	\$3.54	12.0%
\$3.55	\$3.62	12.5%

For Regular gasoline fuel prices at or above \$3.63, the fuel surcharge will equal 13% plus and additional 0.5% for each additional \$0.07 in fuel prices.

Initials



City of Stafford
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
To allow Ashley Merchant to attend TIFMAS Reimbursement course On September 19, 2023 in College Station. So that she may get up to date information on changes and procedures.

Classification of Expenditure (check the one that applies)	
<input type="checkbox"/> Emergency	<input checked="" type="checkbox"/> Normal
<input type="checkbox"/> Critical	<input type="checkbox"/> Grant Funds - Paid in Advance
<input type="checkbox"/> Very Necessary	<input type="checkbox"/> Grant Funds - Reimbursement

Agenda Date: 09/06/2023	Requested By: L. DiCamillo
Department: Emergency Management	Department Head Approval:

Budget	
Budget Line Item	100-524-679
Expenditure Required	271.79
Current Budget	1213.80
Additional Funding	
Funding Source	Training line item
Finance Approval:	

Mayor's Comments			
Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	
Date:		Date:	
Rejected by Mayor for Inclusion on Agenda		Date:	

Stafford Fire Department

Training Request

Employee Name: Ashley Merchant Division: Emergency Management

Training Information

Name of School / Seminar: TIFMAS/ TDEM Reimbursement Course

Location of Class: 1595 Nuclear Science Rd, College Station, TX 77843

Begin Date: 09/18/2023 End Date: 09/19/2023 Times: 8am a.m. to 5pm p.m.

Billing Information

Payable to: Online Registration

Address: _____
Street Address City State

Class Registration completed: Y ☒ N ☐ Cost of Training: \$ 25.00

Accommodations / Transportation / Per Diem

Hotel: Embassy Suites, 201 University Drive East, College Station, TX 77840 979-260-6000
Name Street Address City State Contact #

Total Cost for Lodging: \$ 192.79 Reservations Made: Y ☒ N ☐

Transportation - City Vehicle: Y ☒ N ☐ City Gas Card: Y ☒ N ☐

Air Travel: Y ☐ N ☒ If yes: \$ _____ (Reservations will be made by Administration)

Per Diem - # of Days: 1 @ \$ 54 / day = \$ 54 [Click Here for Per Diem Rate](#)

Mileage Reimbursement - # of miles (SFD to destination) _____ @ \$. 0.54 / mile = \$ 0

TOTAL COST OF TRAINING: 25.00 + 192.79 + _____ + 54 + 0 = \$ 271.79
Tuition Hotel Travel Per Diem Mileage

Is any training during unscheduled work hours: Y ☐ N ☐

If yes, please explain (i.e. regular day off, work night shift) _____

ATTACH ALL SUPPORTING INFORMATION (training brochure, hotel information, etc.)

Employee Signature: _____ Date: _____

Approved by Fire Chief: _____ Date: _____

Approved by Asst. Chief: _____ Date: 8-30-2023

Approved by Supervisor: _____ Date: _____

Approved by Training Captain: _____ Date: _____

FY 2023 Per Diem Rates for college station , Texas

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

	Dates	Location	Class	Price	
<div> <div>≡ Details</div> <div>S-211 Portable Pumps and Water Use</div> </div>	09/18/23	College Station, TX	FP		Register
	-		ARE133	\$140.00	(https://my.teex.org/TeexPortal/Default.a
	09/19/23		26		MO=mCourseCatalog&D=FP&C=ARE133&!

Address

TEEX-ESTI

1595 Nuclear Science Road

College Station, TX 77843

Map It ([https://www.google.com/maps/search/1595 Nuclear Science Road College Station, TX 77843](https://www.google.com/maps/search/1595+Nuclear+Science+Road+College+Station,+TX+77843))

Instructor

Quenya Evans

Start Time

08:00 AM (CST) Tuesday, September 19
2023

Showing 1 to 5 of 6 entries

Previous

1

2

Next

This schedule is subject to change without notice. If you have not received confirmation of the class prior to the class start, please contact the division at (866) 878-8900 or esti@teex.tamu.edu ([mailto:esti@teex.tamu.edu?subject=Regarding: Texas Intrastate Fire Mutual Aid System \(TIFMAS\) Symposium](mailto:esti@teex.tamu.edu?subject=Regarding: Texas Intrastate Fire Mutual Aid System (TIFMAS) Symposium)) to get the latest schedule.

Course Description

The annual TIFMAS Symposium is an opportunity for the Texas Fire Service to join together to work to improve the Texas Intrastate Fire Mutual Aid System. The symposium is designed to give the fire agencies across Texas a better understanding of TIFMAS, to include incident

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Prerequisites

(<http://assets.system.tamus.edu/files/policy/pdf/SecurityStandards/Online-Privacy-Policy.pdf>)

There are no prerequisites for this course.

Standard.pdf)

Contact Information

Emergency Services Training
Institute

Phone: (979) 845-7641 | Toll-Free: (866) 878-8900

Email: esti@teex.tamu.edu
(mailto:esti@teex.tamu.edu?)

use our site, you are agreeing to
subject=Regarding: Texas

[Privacy Policy](#)

System (TIEMAS) Symposium)

Course Completion Requirements

Course Attire

- Depending on the training course specific PPE may be required.

Participant Must Provide

- A photo identification on the first day of class. See the Participant Handbook (<https://teex.org/wp-content/uploads/TEEX-Participant-Handbook.pdf>) for approved forms of identification and additional guidelines.

Policies

[TEEX Policies \(/policies\)](#)

[TEEX Participant Handbook \(/wp-content/uploads/TEEX-Participant-Handbook.pdf\)](#)

Attendance Requirements

This course requires participants to attend a minimum of 80% of the class hours as a component of successful course completion. During the course, your instructor will review any additional attendance requirements.

Topics

- Pre-conference training sessions
- TIFMAS Updates
- Lessons Learned
- Incident Response
- Case Studies

Suggested Audience


All emergency and crisis response personnel

Continuing Education And Professional Credits

- State Firefighters' and Fire Marshals' Association of Texas (SFFMA)
- Texas Commission on Fire Protection (TCFP)

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City of Stafford

Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Attendance for 2-FMO personnel; AFM Jon Lopez and DFM John Villareal for Internal Affairs Investigation Course.

Classification of Expenditure (check the one that applies)	
<input type="checkbox"/> Emergency	<input checked="" type="checkbox"/> Normal
<input type="checkbox"/> Critical	<input type="checkbox"/> Grant Funds - Paid in Advance
<input type="checkbox"/> Very Necessary	<input type="checkbox"/> Grant Funds - Reimbursement

Agenda Date: September 6, 2023	Requested By: L. D' Camillo
Department: FD & FMO	Department Head Approval:

Budget	
Budget Line Item	100-523-679
Expenditure Required	\$1,455
Current Budget	\$3,620
Additional Funding	\$0
Funding Source	FY23 Operating Bduget
Finance Approval:	Date: 8/30/23

Mayor's Comments	

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	
Date:		Date:	
Rejected by Mayor for Inclusion on Agenda		Date:	

Stafford Fire Department

Training Request

Employee Name: Jon Lopez

Division: FIRE MARSHAL

Training Information

Name of School / Seminar: LEMIT/SHSU - Basic Internal Affairs

Location of Class: LEMIT/SHSU 1600 Bobby K. Marks, Huntsville, TX 77341

Begin Date: 9/12/23 End Date: 9/13/23 Times: 8:00 a.m. to 5:00 p.m.

Billing Information

Payable to: Sam Houston State University

Address: Box 2417, Huntsville, TX 77341-2417

Class Registration completed: Y ☒ N ☐ Cost of Training: \$ 395.00

Accommodations / Transportation / Per Diem

Hotel: Holiday Inn Express 148 I-45 S, Huntsville, TX 77340

Total Cost for Lodging: \$ 200.00 Reservations Made: Y ☒ N ☐
 Transportation - City Vehicle: Y ☒ N ☐ City Gas Card: Y ☒ N ☐
 Air Travel: Y ☐ N ☒ If yes: \$ _____ (Reservations will be made by Administration)
 Per Diem - # of Days 3 @ \$ 59.00 / day = \$ 177.00

Mileage Reimbursement - # of miles (SFD to destination) 0 @ \$. .575 / mile = \$ 0
 TOTAL COST OF TRAINING: 395.00 + 200.00 + 0 + 177.00 + 0 = \$ 772.00
Tuition Hotel Travel Per Diem Mileage

Is any training during unscheduled work hours: Y ☐ N ☒

If yes, please explain (i.e. regular day off, work night shift) _____

ATTACH ALL SUPPORTING INFORMATION (training brochure, hotel information, etc.)

Employee Signature: Jon Lopez

Date: Aug 25, 2023

Approved by Supervisor: Lawrence Di Camillo

Date: Aug 25, 2023

Approved by Fire Marshal: _____

Date: _____

Approved by Fire Chief: Lawrence Di Camillo

Date: Aug 25, 2023

Stafford Fire Department

Training Request

Employee Name: John Villarreal Division: FIRE MARSHAL

Training Information

Name of School / Seminar: LEMIT/SHSU - Basic Internal Affairs

Location of Class: LEMIT/SHSU 1600 Bobby K. Marks, Huntsville, TX 77341

Begin Date: 9/12/23 End Date: 9/13/23 Times: 8:00 a.m. to 5:00 p.m.

Billing Information

Payable to: Sam Houston State University

Address: Box 2417, Huntsville, TX 77341-2417

Street Address City State

Class Registration completed: Y ☒ N ☐ Cost of Training: \$ 395.00

Accommodations / Transportation / Per Diem

Hotel: Holiday Inn Express 148 I-45 S, Huntsville, TX 77340

Name Street Address City State Contact #

Total Cost for Lodging: \$ 200.00 Reservations Made: Y ☒ N ☐

Transportation - City Vehicle: Y ☒ N ☐ City Gas Card: Y ☒ N ☐

Air Travel: Y ☐ N ☒ If yes: \$ _____ (Reservations will be made by Administration)

Per Diem - # of Days: 3 @ \$ 59.00 / day = \$ 147.50

Mileage Reimbursement - # of miles (SFD to destination) 0 @ \$. .575 / mlie = \$ 0

TOTAL COST OF TRAINING: 395.00 + 200.00 + 0 + 147.50 + 0 = \$ 742.50

Is any training during unscheduled work hours: Y ☐ N ☒

If yes, please explain (i.e. regular day off, work night shift) _____

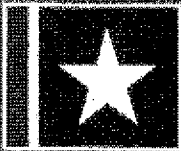
ATTACH ALL SUPPORTING INFORMATION (training brochure, hotel information, etc.)

Employee Signature: John Villarreal Date: Aug 25, 2023

Approved by Supervisor: Joe Lopez Date: Aug 25, 2023

Approved by Fire Marshal: _____ Date: _____

Approved by Fire Chief: Lawrence Di Camillo Date: Aug 25, 2023



BILL BLACKWOOD LAW ENFORCEMENT MANAGEMENT INSTITUTE OF TEXAS

BASIC INTERNAL AFFAIRS

COURSE #3206

16 TCOLE CREDIT HOURS

TOPICS COVERED

INTERNAL INVESTIGATIONS

ACCEPTED PRINCIPLES AND PRACTICES

COMMON INVESTIGATIVE TIPS

INVESTIGATIVE REPORTING

POLICY REVIEW

APPLIED LEARNING CONCEPTS

REGISTRATION

\$395 PER ATTENDEE

ONLINE AT:

WWW.LEMITONLINE.ORG



SEPTEMBER 12-13, 2023



HUNTSVILLE, TEXAS

CONTACT:

Camara Walden, Program Coordinator

936.294.4995

cdw030@shsu.edu

2 Days



City of Stafford

Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Purchase of replacement ballistic vests for FD & FMO as approved in FY23 budget.

Classification of Expenditure (check the one that applies)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Normal
<input type="checkbox"/> Critical	<input checked="" type="checkbox"/> Grant Funds - Paid in Advance
<input type="checkbox"/> Very Necessary	<input type="checkbox"/> Grant Funds - Reimbursement

Agenda Date: September 6, 2023	Requested By: L. Di Camillo
--------------------------------	-----------------------------

Department: FD & FMO	Department Head Approval:
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Budget	
Budget Line Item	FD: 101-522-561 FMO: 101-523-561
Expenditure Required	FD: \$44,400.80 FMO: \$14,603.87
Current Budget	FD: 101-522-561 - \$45,762.37 FMO: 101-523-561 - \$20,885.64
Additional Funding	\$0
Funding Source	ARPA; FY23 Operating Budget

Finance Approval: <i>Anka Shah</i>	Date: <i>[Signature]</i>
------------------------------------	--------------------------

Mayor's Comments	

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	<i>Ken Moten</i>
Date:		Date:	
Rejected by Mayor for Inclusion on Agenda		Date:	



**City of Stafford
Fire Department**

**2510 S. Main, Stafford, Texas 77477
281.208.6984**



To: Mayor Matthew and City Council
From: L. Di Camillo, Fire Chief
Date: August 15, 2023
Reference: Replacement Ballistic Protection Purchase

I would like to request to move forward with the purchase of replacement ballistic protection for the Fire Department and Fire Marshal's Office as approved in the FY23 budget. The amounts are \$44,400.80 and \$14,603.87 respectively equaling a \$59,004.67 expenditure.

The proposed vendor is Angel Armor of Fort Collins, Colorado. This purchasing method is in compliance with federal grant requirements as reviewed by City of Stafford Grant Manager Ashley Merchant.

If you have any questions, or need additional information, please do not hesitate to let me know.

ARPA SUPPLEMENTARY PROCUREMENT PROCEDURES

Federal Procurement Standards

Use this cover page to provide general information on the purchase. Each procurement type has specific procedures and should be followed. This form must be filled out for all purchases and attached to your PO Requisition. If you have questions/concerns about your project's procurement, contact Grant Manager, Ashley Merchant merchant@staffordtx.gov or 281-261-3993.

Project Name: Stafford FD Ballistic Protection Program

Department: Fire Department **Staff Contact:** L. Di Camillo

Purchase Dollar Amount: \$44,400.80 **Date of purchase:** 9/7/23

Purchase Description: Purchase of replacement ballistic protection for FD.

Include a description of the ARPA-funded project and how the goods/services being purchased support that project.

Project is intended to replace expired ballistic protection for FD personnel. This level of protection is necessary given the threat profiles faced in performance of duties in the community which often times are of a nature involving firearms.

Choose the Method of Procurement that best suits your upcoming purchase.

- ☐ \$0 - \$5,000 Micro Purchase; No quotes/competitive bids required
- ☐ \$5,001 - \$49,999 Small Purchase; Minimum of 2 quotes required, 1 of which must be from a HUB (Historically Underutilized Business) where available
- ☐ \$50,000 + Sealed Bid
- ☒ \$50,000 + Competitive Proposal

Does this project involve construction or telecommunication devices?

☐ Yes ☒ No

*If yes, please contact the Grant Manager for additional requirements.

Keep in mind:

- Cost-plus contracts are prohibited for Federal procurement;
- Professional Services is not exempt from competitive bid, when using federal funds;
- Ensure women and minority owned businesses are solicited; and
- Local geographic preferences in the evaluation of bids or proposals are prohibited, when using federal funds.

PROCUREMENT BY COMPETITIVE PROPOSAL

\$50,000+

Formal advertising is required for all contracts above \$50,000. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids and price is just one of many considerations.

1. Complete cover page and email to amerchant@staffordtx.gov with the subject line "Federal ARPA Funds -- Project Name"
2. Request for proposal must be publicized and identify all evaluation factors and their relative importance. Any response to publicized request for proposals must be considered to the maximum extent practical.
3. Proposals must be solicited from an adequate number of qualified sources. Three preferred. (Must be formally advertised)

Bid #1 Vendor Name: Angel Armor

Bid #2 Vendor Name: TYR Tactical

Bid #3 Vendor Name: _____

Tip #1: When requesting quotes from vendors, ask for their UEI #. This will avoid having to request them later in the procurement process.

Tip #2: If using a purchasing cooperative, such as H-GAC, BuyBoard, DIR, or TIPS, etc., ensure that the contract number is included on the quote.

Purchasing Cooperative Name: BuyBoard

Contract Number: 698-23

4. A written method for conducting the technical evaluation of the proposals received and for selecting recipients, must be used, and included in the documentation.
5. Contracts must be awarded to the responsive firm whose proposal is most advantageous to the program, with price and other factors considered (quality, deliver time, etc.). *Briefly describe bids evaluation below or attach.*

Product evaluation for best available product providing best protection, fastest delivery and affordable price point.

6. Collect Unique Entity Identifier and Confirm SAM Registration

Purchases over \$25,000 are required to document that the vendor is registered on SAM.gov and that the vendor is not debarred, suspended, or excluded from federal funding. When requesting a quote, ask the vendor for their legal name and UEI or TIN number. Using this information, the Grant Manager will confirm registration before Finance issues the PO.

Vendor Legal Name: Angel Amador, LLC

Vendor UEI or TIN: WQCBALBP4LH7

7. Contract Development

Using your scope of work and selected bidder, develop a contract with City Legal. Ensure that your contract includes applicable federal contract provisions.

8. Identify a Contract's Administrator. Who from the department should be contacted about the contract? The contract administrator is responsible for ensuring that the contractor meets the performance measures laid out in the contract.

Name: L. Di Camillo

9. City Council Approval for Purchases/Contracts over \$25,000

All purchases/contracts more than \$25,000 per year require City Council approval (exceptions apply for emergency procurements). Provide notice to the Grant Manager when your project is submitting to City Council.

10. Complete the PO Requisition including "Federal Funds - ARPA" in the PO Requisition textbox. After completing the PO Requisition, attach this form to your request.

☐ PO & Contract; Services ☒ PO: Goods ☐ PO: Construction

Document Management: (Include in Grant File)

- Completed Competitive Proposal Procurement Form
- PO Requisition, Invoices, etc
- SAM Registration
- City Council Staff Report
- Evaluation Factors/Form
- Responses to Publicized Questions
- Proof of public advertisement
- Bid Opening Record Sheet
- Documentation for vendor selection

Quote 1



Customer Quote

ANGEL ARMOR
2501 LUTHERMAN CT
PORT COCKE, TEXAS 77459
ANGEL.ARMOR@LLC

CB - Chris Brown
(970) 419-7420

Quote #	QUO6718-BB
Quote Date	7/17/2023
Expires:	8/17/2023

Contract 698-23

Bill To City of Stafford Fire Department 2610 South Main Stafford TX 77477 United States

Ship To City of Stafford Fire Department 2702 South Main Stafford TX 77477 United States

Part Number	Description	Qty	Unit Price	Amount
01-00431-05	RTC-QR, MF, WG, Standard, Level IIIA Name: Chief Larry DiCamillo Serial: LS203892 Front: 2517 Back: 2216 QC360: LN Belly Band: S Name: Armor 1 Serial: LS203894 Front: 2012 Back: 2013 QC360: SR Belly Band: NA Name: Armor 2 Serial: LS203895 Front: 2215 Back: 2215 QC360: MR Belly Band: S Name: Armor 3 Serial: LS203896 Front: 2216 Back: 2216 QC360: MR Belly Band: S Name: Armor 4 Serial: LS203897 Front: 2515 Back: 2516 QC360: LR Belly Band: M Name: Armor 5 Serial: LS203898 Front: 2515 Back: 2516 QC360: LR Belly Band: M Name: Armor 6 Serial: LS203899 Front: 2515 Back: 2516 QC360: LR Belly Band: M Name: Armor 7 Serial: LS203900 Front: 2515 Back: 2516 QC360: LR Belly Band: M Name: Armor 8 Serial: LS203901 Front: 2515 Back: 2516 QC360: LR	10	1,207.68	12,076.80

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



Customer Quote

ANGEL ARMOR
ANGEL ARMOR, LLC

Quote #

QUO6718-BB

Part Number	Description	Qty	Unit Price	Amount
01-00432-05	Belly Band: M	10	1,257.68	12,576.80
	Name: Armor 9 Serial: LS203902 Front: 2515 Back: 2516 QC360: LR Belly Band: M			
	RTC-QR, MF, WG, Standard, Level IIIA 2XL and Larger			
	Name: Assistant Chief Jose Magana Serial: LS203893 Front: 3017 Back: 3017 QC360: 2XLR Belly Band: L			
	Name: Armor 10 Serial: LS203903 Front: 2816 Back: 2516 QC360: XLN Belly Band: M			
	Name: Armor 11 Serial: LS203904 Front: 2816 Back: 2516 QC360: XLN Belly Band: M			
	Name: Armor 12 Serial: LS203905 Front: 2816 Back: 2516 QC360: XLN Belly Band: M			
	Name: Armor 13 Serial: LS203906 Front: 2816 Back: 2516 QC360: XLN Belly Band: M			
	Name: Armor 14 Serial: LS203907 Front: 2816 Back: 2516 QC360: XLN Belly Band: M			
	Name: Armor 15 Serial: LS203908 Front: 2816 Back: 2516 QC360: XLN Belly Band: M			
	Name: Armor 16 Serial: LS203909 Front: 3017 Back: 3018 QC360: 2XLR Belly Band: L			
	Name: Armor 17 Serial: LS203910 Front: 3017 Back: 3018 QC360: 2XLR Belly Band: L			
01-00209	TRUTH 308C, 10X12 FC	17	504.90	8,583.30
01-00211	TRUTH 308C, 10X12 SC	17	504.90	8,583.30

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



Customer Quote

ANGEL ARMOR®

ANGEL ARMOR, LLC

Quote #

QUO6718-BB

Part Number	Description	Qty	Unit Price	Amount
02-00534	TRUTH 308C, 9X11 SC	2	453.90	907.80
02-00533	TRUTH 308C, 9X11 FC	2	453.90	907.80
01-00203	TRUTH 308C, 8x10 SC	1	382.50	382.50
01-00201	TRUTH 308C, 8X10 FC	1	382.50	382.50
S&H	Shipping and Handling	1	0.00	0.00
	On QUO6719			

Subtotal	44,400.80
Shipping Cost (UPS® Ground)	0.00
Total	\$44,400.80

Accounts Payable


Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____

Date: _____

TYR TACTICAL® 9330 N 91st Ave, Peoria, Arizona 85345 Office: 623-240-1400 Fax: 623-240-1428 info@tyrtactical.com WWW.TYRTACTICAL.COM Account Executive Gary Heath 832-309-5525 Gary@TYRTactical.com		Quote #: TYR-2023-02956GH-Stafford Fire Department Customer: Stafford Fire Department, TX - Jose Magaria - Division Chief Email: JMagaria@staffordtx.gov Tel: (281) 403-5967 Fax:		 COO: (Company of Origin) They Statement: (Who's Here, Completed) TAC: (TAC, Completed)																																																					
QUOTE DATE: Monday, July 10, 2023 EXPIRATION DATE: Friday, September 8, 2023																																																									
60 # OF DAYS QUOTE IS VALID		PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE																																																							
<table border="1"> <thead> <tr> <th>Item Number</th> <th>Description</th> <th>UOM</th> <th>COLOR</th> <th>SIZE</th> <th>QTY</th> <th>MSRP</th> <th>Quoted Unit Price</th> <th>US \$ Total</th> </tr> </thead> <tbody> <tr> <td>TYR-M-EPIC6-DSX-NFA310-SIZE-GRY</td> <td>TYR Tactical® Male EPIC-DSX Assassin's Plate Carrier, NFA310, Gray</td> <td>EA</td> <td>GRY</td> <td>TBD</td> <td>20</td> <td>\$ 1,795.95</td> <td>\$ 35,919.00</td> <td>30,531.20</td> </tr> <tr> <td>TYR-XHA37-SIZE</td> <td>TYR Tactical® LV III+ and Special Threat IGV LV III+ SIZE, Black</td> <td>EA</td> <td>BLK</td> <td>TBD</td> <td>40</td> <td>\$ 495.95</td> <td>\$ 19,838.00</td> <td>13,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Item Number	Description	UOM	COLOR	SIZE	QTY	MSRP	Quoted Unit Price	US \$ Total	TYR-M-EPIC6-DSX-NFA310-SIZE-GRY	TYR Tactical® Male EPIC-DSX Assassin's Plate Carrier, NFA310, Gray	EA	GRY	TBD	20	\$ 1,795.95	\$ 35,919.00	30,531.20	TYR-XHA37-SIZE	TYR Tactical® LV III+ and Special Threat IGV LV III+ SIZE, Black	EA	BLK	TBD	40	\$ 495.95	\$ 19,838.00	13,000.00																													
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SHIPPING ADDRESS: City of Stafford • 2518 South Main • Stafford • TX • 77477																																																									
WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING. NOTE THAT LEAD TIMES, PRICING & AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE TAX ID: 25-450040 UEI: DQ05YENM1406 REPS & CERTS ON SAM SMALL BUSINESS CAGE CODE: 6TW12 ISO 9001:2015 CERTIFIED DUTIES AND BANK FEES INCURRED ARE OBLIGATION OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FINAL CHARGES BASED ON TERMS. Additional Notes: Lead time is subject to change dependent on inventory upon purchase				<table border="1"> <tr> <td>Lead Time:</td> <td>120+ Business Days</td> </tr> <tr> <td>Shipping Method:</td> <td>Freight</td> </tr> <tr> <td>Payment Terms:</td> <td>NET30</td> </tr> <tr> <td>Subtotal:</td> <td>\$ 47,531.20</td> </tr> <tr> <td>Taxes:</td> <td>\$ 3,617.99</td> </tr> <tr> <td>Est. Shipping:</td> <td>\$ 250.00</td> </tr> <tr> <td>Total:</td> <td>\$ 47,399.19</td> </tr> </table>		Lead Time:	120+ Business Days	Shipping Method:	Freight	Payment Terms:	NET30	Subtotal:	\$ 47,531.20	Taxes:	\$ 3,617.99	Est. Shipping:	\$ 250.00	Total:	\$ 47,399.19																																						
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2302 N

Proprietary and Confidential

ARPA-SEIRF PROCUREMENT PROCEDURES

Federal Procurement Standard

Use this cover page to provide general information on the purchase. Each procurement type has specific procedures and should be followed. This form must be filled out for all purchases and attached to your PO Requisition. If you have questions/concerns about your project's procurement, contact Grant Manager, Ashley Merchant amerchant@staffordtx.gov or 281-261-3993.

Project Name: Stafford FMO Ballistic Protection Program

Department: Fire Marshal's Office **Staff Contact:** L. Di Camillo

Purchase Dollar Amount: \$14,603.87 **Date of purchase:** 9/7/23

Purchase Description: Purchase of replacement ballistic protection for FMO.

Include a description of the ARPA-funded project and how the goods/services being purchased support that project.

Project is intended to replace expired ballistic protection for FMO personnel. This level of protection is necessary given the threat profiles faced in performance of duties in the community which often times are of a nature involving firearms. Given law enforcement is part of the job description for the FMO this project is needed to provide protection when in performance of such duties beyond those of fire code enforcement.

Choose the Method of Procurement that best suits your upcoming purchase.

- ☐ \$0 - \$5,000 Micro Purchase; No quotes/competitive bids required
- ☐ \$5,001 - \$49,999 Small Purchase; Minimum of 2 quotes required, 1 of which must be from a HUB (Historically Underutilized Business) where available
- ☐ \$50,000 + Sealed Bid
- ☒ \$50,000 + Competitive Proposal

Does this project involve construction or telecommunication devices?

☐ Yes ☒ No

*If yes, please contact the Grant Manager for additional requirements.

Keep in mind:

- Cost-plus contracts are prohibited for Federal procurement;
- Professional Services is not exempt from competitive bid, when using federal funds;
- Ensure women and minority owned businesses are solicited; and
- Local geographic preferences in the evaluation of bids or proposals are prohibited, when using federal funds.

PROCUREMENT BY COMPETITIVE PROPOSAL

\$50,000+

Formal advertising is required for all contracts above \$50,000. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids and price is just one of many considerations.

1. Complete cover page and email to amerchant@staffordtx.gov with the subject line "Federal ARPA Funds - Project Name"
2. Request for proposal must be publicized and identify all evaluation factors and their relative importance. Any response to publicized request for proposals must be considered to the maximum extent practical.
3. Proposals must be solicited from an adequate number of qualified sources. Three preferred. (Must be formally advertised)

Bid #1 Vendor Name: Angel Armor

Bid #2 Vendor Name: GT Distributors

Bid #3 Vendor Name: _____

Tip #1: When requesting quotes from vendors, ask for their UEI #. This will avoid having to request them later in the procurement process.

Tip #2: If using a purchasing cooperative, such as H-GAC, BuyBoard, DIR, or TIPS, etc., ensure that the contract number is included on the quote.

Purchasing Cooperative Name: BuyBoard

Contract Number: 698-23

4. A written method for conducting the technical evaluation of the proposals received and for selecting recipients, must be used, and included in the documentation.
5. Contracts must be awarded to the responsive firm whose proposal is most advantageous to the program, with price and other factors considered (quality, deliver time, etc.). *Briefly describe bids evaluation below or attach.*

Product evaluation for best available product providing best protection, fastest delivery and affordable price point.

6. Collect Unique Entity Identifier and Confirm SAM Registration

Purchases over \$25,000 are required to document that the vendor is registered on SAM.gov and that the vendor is not debarred, suspended, or excluded from federal funding. When requesting a quote, ask the vendor for their legal name and UEI or TIN number. Using this information, the Grant Manager will confirm registration before Finance issues the PO.

Vendor Legal Name: Angel Amor, LLC

Vendor UEI or TIN: WQCBHLBP4 L47

7. Contract Development

Using your scope of work and selected bidder, develop a contract with City Legal. Ensure that your contract includes applicable federal contract provisions.

- 8. Identify a Contract's Administrator.** Who from the department should be contacted about the contract? The contract administrator is responsible for ensuring that the contractor meets the performance measures laid out in the contract.

Name: L. Di Camillo

9. City Council Approval for Purchases/Contracts over \$25,000

All purchases/contracts more than \$25,000 per year require City Council approval (exceptions apply for emergency procurements). Provide notice to the Grant Manager when your project is submitting to City Council.

- 10. Complete the PO Requisition** Including "Federal Funds – ARPA" in the PO Requisition textbox. After completing the PO Requisition, attach this form to your request.

☐ PO & Contract: Services ☒ PO: Goods ☐ PO: Construction

Document Management: (Include in Grant File)

- Completed Competitive Proposal Procurement Form
- PO Requisition, Invoices, etc
- SAM Registration
- City Council Staff Report
- Evaluation Factors/Form
- Responses to Publicized Questions
- Proof of public advertisement
- Bid Opening Record Sheet
- Documentation for vendor selection

Quote 1



Customer Quote

ANGEL ARMOR
400 N. Main St.
P.O. Box 1000
Stafford, TX 77477

CB - Chris Brown
(970) 419-7420

Quote #	QUO6728-BB
Quote Date	6/9/2023
Expires:	6/31/2023

Contract 698-23

Bill To
Asst. Fire Marshal Lopez City of Stafford Fire Marshall's Office 2702 South Main Stafford TX 77477 United States

Ship To
Asst. Fire Marshal Lopez City of Stafford Fire Marshall's Office 2702 South Main Stafford TX 77477 United States

Part Number	Description	Qty	Unit Price	Amount
01-23196-01	RTC QR Carrier, MF, Black, Ultra Premium IIIA Name: Jon Lopez Serial: Front: 2514 Back: 2214 QC360: LN Belly Band: S	1	1,444.00	1,444.00
01-23040-01	RTC-QR, MF, Black, Ultra Premium Level IIIA 2XL and Larger Name: Samuel Helton Serial: Front: 3016 Back: 2817 QC360: 2XLN Belly Band: M Name: John Villarreal Serial: Front: 2817 Back: 2816 QC360: XLR Belly Band: M	2	1,494.00	2,988.00
01-22915-01	Ally One Accessories, ROO, Black	3	78.50	235.50
01-22914-01	Ally One Accessories, MF, Black	3	63.00	189.00
01-22913-01	Ally One Accessories, MB, Black	3	53.00	159.00
01-00906	Truth 308C - 6X8 FC	6	254.50	1,527.00
01-00233	TRUTH 855, 9X11 SC	1	632.40	632.40
01-00232	TRUTH 855, 9X11 FC	1	632.40	632.40
01-00235	TRUTH 855, 10X12 SC	2	698.70	1,397.40

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



Customer Quote

ANGEL ARMOR
ANGEL ARMOR, LLC

Quote # QUO6728-BB

Part Number	Description	Qty	Unit Price	Amount
01-00234	TRUTH 855, 10X12 PC	2	698.70	1,397.40
01-23169-01	RTC-PLATE SLBEVB 6X8 - Black	3	30.00	90.00
	One Pair = Two Sleeves			

Subtotal 10,692.10
Shipping Cost (UPS® Ground) 250.64
Total \$10,942.74

Accounts Payable
Email: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/	
Signature: _____	Date: _____



ANGEL ARMOR™
4887 DENVER CT
FORT COLLINS, CO 80504
ANGELARMOR.COM

Customer Quote

CB - Chris Brown
(970) 419-7420

Quote #	QUO7085-BB
Quote Date	7/7/2023
Expires:	8/6/2023

Contract 698-23

Bill To
Asst. Fire Marshal Lopez City of Stafford Fire Marshall's Office 2702 South Main Stafford TX 77477 United States

Ship To
Asst. Fire Marshal Lopez City of Stafford Fire Marshall's Office 2702 South Main Stafford TX 77477 United States

Part Number	Description	Qty	Unit Price	Amount
01-23195-01	RTC QR Carrier, MF, Black, Ultra Premium IIIA Name: Efrem Burns Serial: Front: 2515 Back: 2216 QC360: LN Belly Band: S	1	1,444.00	1,444.00
01-22915-01	Ally One Accessories, ROO, Black	1	78.50	78.50
01-22913-01	Ally One Accessories, MB, Black	1	63.00	63.00
01-22914-01	Ally One Accessories, MF, Black	1	53.00	53.00
01-00906	Truth 308C - 6X8 FC	2	254.50	509.00
01-00235	TRUTH 855, 10X12 SC	1	698.70	698.70
01-00234	TRUTH 855, 10X12 FC	1	698.70	698.70
01-23169-01	RTC-PLATE SLEEVE 6X8 - Black *One Pair = Two Sleeves*	1	30.00	30.00

Subtotal	3,574.90
Shipping Cost (UPS® Ground)	86.23
Total	\$3,661.13

Accounts Payable
Email: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____

Quote 2



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0175413
Date	7/7/2023
Page	1

Bill To:

Stafford, City of (TX)
Attn: Accounts Payable
2702 S. Main
Stafford TX 77477-5599

Ship To:


Stafford, City of (TX)
10210 Mula Road
Attn:
Stafford TX 77477

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ARMOR 7.7.23	003969	AP	FACTORY DIRECT	NET 15	0/0/0000	2,779,345
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
3	SBA-1218771*	Safariland APV Tactical Carrier Traditional Mod	Each	\$578.00	\$1,737.00	
		Color: BLACK				
3	SBA-1350940*	Safariland APV Ballistics, Hardwire® 68 Level I	Each	\$1,824.00	\$5,472.00	
6	SBA-1166518*	Safariland X-CAL LP Type III ICW 10X12 Multi	Each	\$207.00	\$1,242.00	
		2 PLATES PER VEST (FRONT & BACK)				
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		Quotation reflects BuyBoard Contract 688-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com				
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		Quote valid for 30 days. Freight will vary with quantity changes. Armor manufacturers are currently quoting lead times of 120-150 days or greater.				

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank you, Your Salesperson is Brent Russell

Subtotal	\$8,451.00
Misc	\$0.00
Tax	\$0.00
Freight	\$49.99
Total	\$8,500.99

Download  Follow

Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

ANGEL ARMOR, LLC

Unique Entity ID

WQCBHLBP4LH7

CAGE/NCAGE

6XH85

Registration Status

Expiration Date

 Active Registration

May 23, 2024

Purpose of Registration

All Awards

Physical Address

**4557 Denrose CT
Fort Collins, Colorado
80524-8318, United States**

Mailing Address

**4557 Denrose CT
Fort Collins, Colorado
80524, United States**

Version

Current Record



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

■ ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.



Feedback

- + Our Website
- + Our Partners
- + Policies
- + Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Memo

Date: 7/24/2023

To: Mayor Matthew and Stafford City Council Members

CC: Alka Shah, Director of Finance, Roxanne Benitez, City Secretary

From: Susan Ricks, Contract Administrator

RE: FM squared Management

Upon the conclusion of an RFP process, the City of Stafford executed a new management services agreement with FMsquared on May 4, 2016. The term of the agreement was from May 4, 2016 the Effective Date,) until September 30, 2023. The agreement states the following:

Term: The term of this Agreement shall begin on the Effective Date and shall expire at the close of business on September 30, 2023, unless sooner terminated in accordance with the other provisions of this Agreement. The Parties agree that after September 30, 2023, the term of this Agreement will be automatically extended for a two (2) year term from October 1, 2023 to September 30, 2025 unless either party delivers written notice to the other party of its intention to not extend this Agreement on or before September 30, 2022.

Legal council has advised me that the automatic extension language requires City Council approval. I am hereby requesting approval of the two-year extension until the termination date of September 30, 2025.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, TO EXTEND THE AGREEMENT WITH FMSQUARED, LLC FOR MANAGEMENT SERVICES FOR A PERIOD OF TWO (2) YEARS AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City Council hereby authorizes the Mayor to sign an extension agreement with FMsquared, LLC for management services for a period of two (2) years in accordance with the terms and conditions set forth in the agreement attached hereto as Exhibit A and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this the 6th day of September, 2023.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A

MANAGEMENT SERVICES AGREEMENT

FOR

STAFFORD CENTRE

BETWEEN

CITY OF STAFFORD, TEXAS

AND

FMSQUARED, L.L.C.

THIS MANAGEMENT SERVICES AGREEMENT ("Agreement") is made and entered into on May 4th, 2016, by and between FMSQUARED, a Texas Limited Liability Company ("Operator"), and the CITY OF STAFFORD, TEXAS ("City").

RECITALS

A. The City has constructed and equipped a convention center and performing arts theatre, known as the Stafford Centre, in Stafford, Texas, which, together with all facilities, machinery, attachments and appurtenances, including parking areas, now or hereafter attaching thereto is hereafter referred to as the "Facility."

B. It is the City's intention that the Facility shall be operated in a professional manner that will promote and further the following goals and objectives:

1. Maximize the use of the Facility and its revenue-generating capacity while minimizing the net cost to the City;
2. Book a broad mix of events that will not denigrate, harm the image of, or be likely to cause damage to, the Facility that are appealing to various sectors of the community;
3. Create a positive impact on the local economy, the immediate area and stimulate growth;
4. Staff, manage, maintain and operate the Facility to the highest industry standards and in the best interest of the City;
5. Operate the Facility in the public interest with complete, accurate, public financial records and business transactions;
6. Protect the City's capital investment through high quality maintenance and supervision of all repairs as they arise; and
7. Effectively involve all sectors of the community in the business and employment opportunities which will become available as a direct or indirect consequence of the operation of the Facility.

C. The City has determined that it is in the best interest of the City that the management and operation of the Facility be delegated to a private management company with experience and expertise in the management, operation and marketing of public assembly facilities.

D. The City, in furtherance of such goal, prepared and distributed on or about November 24, 2015, a Request for Proposals from private parties for management of the Facility, and after receiving and considering the Statements of Qualifications received, selected Operator as the best qualified firm to provide such services to the City.

E. The Operator warrants and represents that it is an organization whose principals have substantial experience and expertise in the management, operation and marketing of public assembly facilities.

F. The City has determined to grant to the Operator, and the Operator has agreed to accept, the authority and responsibility to manage, operate and market the Facility in accordance with, and subject to the limitations of, this Agreement.

G. The Operator is the current operator of the Facility pursuant to that certain amended Management Services Agreement dated on or about August 30, 2007 between Operator and City (as amended, the "Current Management Agreement"), and the term of this Agreement shall commence on October 1, 2016 (the "Effective Date") following the expiration of the current term of the Current Management Agreement on September 30, 2016;

The parties accordingly agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following words shall, unless the context otherwise requires, have the meanings ascribed to them below.

"Affiliate" shall mean with respect to any corporation, partnership or other entity, any other such entity which is and at all times remains controlled (as hereinafter defined) by, under common control with or which controls the first such entity. "Control" shall mean direct or indirect ownership of not less than 51% of all the voting stock of a corporation or not less than 51% of the legal and equitable interest in a partnership or other entity or the ability to direct management, operations or policy decisions of such corporation, partnership or other entity.

"Agreement" shall have the meaning ascribed to it above.

"Authorized Representative" shall mean any officer, agent, employee of or independent contractor retained or employed by either party, acting within the scope of authority given such person by such party. As of the date hereof, the Administrator of the Facility shall be the City's Authorized Representative and the President of Operator shall be the Operator's Authorized Representative.

"Budget" shall mean any Budget to be prepared by Operator under the provisions of Article 4. An "Approved Budget" shall mean any Budget submitted by Operator to and approved in writing by the City (including any amendment thereto approved in writing by the City).

"Capital Expenditures" shall mean all expenditures for building additions, alterations or improvements, and for purchases of additional or replacement furniture, machinery or equipment, the depreciable life of which, according to generally accepted accounting principles, is in excess of one (1) year.

"City" shall have the meaning ascribed to it above.

"Depository" shall mean the place selected by the City in which the bank accounts for the funds required to be maintained under this Agreement are to be deposited.

"Emergency Expenditure" shall mean any expenditure to the extent not included within a Budget and not expected by the Operator to be incurred but which is necessary in the management and operation of the Facility, including without limitation, to correct any condition that jeopardizes the structural soundness of the Facility, poses an imminent threat to public safety or material damage to the Facility, to prevent a violation of law or urgently necessary to the performance of a contract with a user.

"Effective Date" shall have the meaning ascribed to it above.

"Facility" shall have the meaning ascribed to it above.

"Fiscal Year" shall mean a period of time beginning on October 1 and ending on the immediately following September 30, inclusive.

"Manager" shall mean the President of the Operator at the Facility.

"Management Fees" shall mean the Base Management Fees payable to the Operator under Article 7.

"Material Contract" shall mean those contracts which (i) permit a user or promoter to utilize the Facility for more than ten (10) events days in any Fiscal Year; (ii) have a term in excess of five (5) years (including renewal options exercisable by any party) and which may not be cancelled by the City or Operator without penalty or premium and (iii) all contracts that require payments by the Facility in excess of Twenty-Five Thousand Dollars (\$25,000) in any given Fiscal Year.

"Operating Expenses" shall mean and include all expenditures or obligations of whatever kind or nature made or incurred in operating the Facility during any specified period during the term of this Agreement, including, but not limited to, all Management Fees paid to Operator under the terms of this Agreement, all salaries, wages, and benefits of Operator's personnel working at the Facility, the Operator's President's pro-rated health insurance costs (costs equally divided by the Operator's managed facilities); payments made by Operator from its own funds or liabilities incurred by Operator (it being expressly acknowledged by the City that the Operator is

under no obligation to fund or incur any such liabilities) under contracts related to the operation of the Facility but then only if entered into by Operator in accordance with this Agreement; travel, lodging, and related out-of-pocket expenses incurred for the benefit of the Facility; payroll expenses paid to a third party; all contract labor, maintenance and repairs, utilities, deposits for utilities, telephone, security, audit fees, legal fees, other professional fees, fees payable to concessionaires or other subcontractors, refuse removal, cleaning, sales, use, or any other taxes or impositions applicable to the operation of the Facility, building supplies, ticket commissions, premiums for insurance maintained under Sections 8.1 or 8.2, data processing, advertising, marketing, public relations, pest control, professional development and training expenses for the benefit of the Facility, dues, memberships, and subscriptions, office supplies, employment fees, freight and delivery, lease of equipment, Master Card, VISA and other credit and debit facilities and telecheck fees and expenses, all damages, losses, or expenses suffered or paid by the City (or, at the City's written direction, by Operator) as the result of any and all claims, demands, suits, causes of actions, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained, and fees and commissions paid to any third party engaged by the City (or, upon the City's written request, by Operator) to provide services with respect to advertising, pouring rights and any and all other expenses directly incurred by Operator in operating the Facility, but excluding any Capital Expenditures, amortization, depreciations and other non-cash charges and any debt service on the Bonds used to finance the construction of the Facility.

"Operating Fund" shall mean a fund maintained under Section 5.1.

"Operating Income" shall mean, for any fiscal period, the positive difference between Operating Revenues and Operating Expenses.

"Operating Loss" shall mean the amount by which Operating Expenses for any specified fiscal period exceed the Operating Revenues for such fiscal period.

"Operating Period" shall mean the period of time beginning with the Effective Date of this Agreement and ending at the close of business on the date of the expiration or sooner termination of this Agreement.

"Operating Revenues" shall mean all receipts (including, without limitation, rental revenues, rental payments from concessionaires [but not gross receipts of such concessionaires], concession revenues, merchandise sales revenues, advertising sales revenues, box office income, sponsorship revenues, promotional fees, and equipment rental fees), revenues, income, and cash received or collected (1) for the use of, operation, or admission to, the Facility or any portion thereof; (2) for the right to sell, or in respect of the sale of, any product or advertisement in the Facility including all rents, royalties, and concessions from tenants, concessionaires, and licensees (but specifically excluding the gross receipts of such concessionaires, tenants, and licensees); (3) for rental or use of the Facility equipment; and (4) as fees for services rendered at the Facility; but excluding, in all events, any portion of ticket sales payable to the performers in or promoters of any event in the Facility or the portion of such ticket sales, if any, payable as a commission to any entity or person providing ticket distribution services, for and on behalf of and actually paid to a user of the Facility; applicable excise, sales, occupancy and use taxes, or similar government taxes, duties, levies, or charges collected directly from patrons or guests, or

as a part of the sales price of any goods, services or displays, such as gross receipts, admission, cabaret, or similar or equivalent taxes, receipts from financings, receipts from the sale or other disposition of capital assets and other items not in the ordinary course of the Facility's operations and income derived from securities and other property acquired and held for investment; receipts from awards or sales in connection with any taking from other transfers in lieu of and under the threat of any takings, and other receipts in connection with any taking; proceeds of any insurance, including the proceeds of any business income insurance (provided that the proceeds of business income insurance shall be included to the extent the same reimburse the City for revenues actually lost); proceeds of advances made by the City to fund Operating Losses from the operation of the Facility and funds advanced for Capital Expenditures; rebates (including tax rebates from the City, State of Texas or other governmental authorities and any interdepartmental funding from other departments of the City in the nature of reimbursements or otherwise), discounts or credits of a similar nature (not including charge or credit card discounts, which shall not constitute a deduction from revenues in determining Operating Revenues, but shall constitute Operating Expenses in determining Operating Income or Operating Loss).

"Operator" shall have the meaning assigned to it in the opening paragraph hereof.

"Prompt Payment Act" means Chapter 2251 of the Government Code in force in the State of Texas.

"Working Capital Fund" shall mean the fund required to be maintained under Section 5.2.

"Year" means the period from October 1 to the following September 30th.

ARTICLE 2. INTRODUCTION

2.1 Grant of Authority. To enable Operator to perform its obligations under this Agreement, the City hereby grants to the Operator, and the Operator hereby accepts, the exclusive right and obligation subject to the provisions of Section 3.2 and the other terms and provisions of this Agreement, in its own name, as an independent contractor and not as an agent of the City, to manage and operate the Facility.

2.2 Nature of Relationship. The parties agree that the only relationship created by this Agreement is that between the City, as owner, and the Operator, as an independent contractor, for management and operating services and that the Operator is an independent contractor, not an agent, employee, joint venturer or partner of the City.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall expire at the close of business on September 30, 2023, unless sooner terminated in accordance with the other provisions of this Agreement. The Parties agree that after September 30, 2023, the term of this Agreement will be automatically extended for a two (2) year term from October 1, 2023 to September 30, 2025 unless either party delivers written notice to the other party of its intention to not extend this Agreement on or before September 30, 2022.

2.4 The City Representative. The City's Authorized Representative shall act as liaison and contact person between the Operator and the City in all matters concerning this Agreement. The Administrator of the Facility shall have the right to delegate his/her authority as Authorized Representative by providing written notice thereof to Operator. The City's Authorized Representative, or such other individual as he/she may from time to time designate for such purposes, shall have full power and discretion to act for and to bind the City in all matters concerning this Agreement. Except for Budget approval, if Operator desires to do any act hereunder which requires the City's approval, Operator shall submit the same in writing to the City's Authorized Representative. The City's Authorized Representative, or his/her authorized designee, shall use reasonable efforts to respond to such request within ten (10) business days after submittal, but in the event the City's Authorized Representative fails to do so, the request shall be deemed disapproved. The Administrator shall have right to defer action on the request to City Council or its designee. If the City's Authorized Representative does respond and disapproves the request, such response shall set forth the reasons for such disapproval. Upon disapproval of a request by the Administrator, the Operator may submit such request to City Council or its designee. The Operator and any other person dealing with the City in connection with this Agreement or any matter governed by this Agreement may rely and shall be fully protected in relying upon the authority of the City's Authorized Representative or any such designee to act for and bind the City in any such matter.

2.5 Use by the City. Subject to availability, the City shall have the right to use the Facility or any part thereof free of charge, provided that the City shall promptly reimburse the Operator for any direct third-party expenses incurred by the Operator in connection with such use. Any revenues generated from such events shall be Operating Revenues.

ARTICLE 3. RESPONSIBILITIES OF OPERATOR

3.1 Scope of Work. Subject to the funding of the Approved Budgets and the other limitations set forth in this Agreement, the Operator shall do the following (or cause the same to be performed) throughout the Operating Period:

a. Manage and operate the Facility and contract for its use in a manner that will promote and further the goals and objectives as outlined in the Recitals of this Agreement;

b. Subject to the terms of Section 6.4, negotiate, execute, and perform contracts, use agreements, licenses and other agreements (i) with persons who desire to schedule events, performances, telecasts, broadcasts or other transmissions in, from or to the Facility or who desire otherwise to use the Facility or any part thereof or (ii) that otherwise pertain to the use, operation and occupancy of the Facility or any part thereof;

c. Subject to the terms of Section 6.4, coordinate, negotiate and execute contracts for all advertising, licensing, promotional activities, marketing, and public relations for the Facility;

d. Subject to the terms of Section 6.4, negotiation and execute contracts for and operate at and for the Facility, through concessionaires/caterers recommended by the

Operator and approved by the City, the sale of food, beverages, including alcoholic beverages, souvenirs, novelties and programs;

e. Coordinate the efforts of all parties involved in the operation of the Facility and establish and maintain consistent procedures for cost estimating and reporting, maintenance and payment of invoices, including preparation of Budgets and reports as contemplated by Article 4;

f. Plan, coordinate, and administer operation of the Facility and continue to identify, select, and train the Facility's staff;

g. Cooperate and coordinate with the City Attorney where necessary or appropriate regarding legal matters effecting operations and management of the Facility. Operator acknowledges that the City Attorney shall at all times represent the interests of the City;

h. Coordinate the work of all parties performing work in connection with operating the Facility;

i. Monitor actual and projected Operating Expenses and advise the City monthly whether projected costs exceed the amounts set forth in Approved Budgets;

j. Devise and implement procedures (including preventive and predictive maintenance, such as acquiring extended warranties) reasonably designed to keep the Facility in good order and condition, subject to ordinary wear and tear, and maintain the Facility in such order and condition;

k. Develop a comprehensive marketing plan and begin implementation thereof as soon thereafter as the same is approved by the City and disseminate to the City monthly written reports concerning the marketing and operational efforts;

l. Prepare, recommend, and implement approved operating policies and procedures and assist the City in developing rules and regulations including, but not limited to, booking policies for the Facility and making recommendations on proposed rental and user rates for various functions and uses;

m. Coordinate the preparation and approval by the City of rental rate schedules for use of the Facility. The City agrees to take into account recommendations of the Operator and the circumstances surrounding the public facility industry generally in considering such schedule of rental rates submitted by the Operator;

n. Assist the City in developing a comprehensive plan for food services in the Facility including assistance in the preparation of requests for proposals for operators of such food services and in the review and analysis of the same;

o. Assist in public relations activities, including, making Operator's staff reasonably available for press conferences and other public appearances;

p. Collect and promptly deposit in the Operating Fund (as herein defined) all Operating Revenues and collect and promptly remit to the appropriate governmental authority all excise, sales, occupancy, and use taxes, or similar government taxes, duties, levies and charges on taxable services provided by Operator and on taxable sales of food, beverages, including alcoholic beverages, souvenirs, novelties, programs, tickets, and any other taxable food, beverage, or item sold at the Facility;

q. Furnish all services, personnel, materials, tools, machinery, equipment and other items necessary to accomplish the foregoing requirements, which shall be paid for as an Operating Expense;

r. Require that all persons using the Facility or attending events therein comply with all legal requirements of all governmental authorities having jurisdiction over the Facility; and

s. Attend City Council meetings as often as reasonably necessary, or as requested by the Mayor, to facilitate communications and coordination of the Facility operations and activities.

Notwithstanding anything contained in this Section 3.1 or elsewhere in this Agreement to the contrary, the City acknowledges and agrees that, other than as set forth below with respect to City Events (as defined below), the Operator shall have no duty or obligation to produce events on behalf of the City (unless otherwise agreed to in writing), and therefore Operator shall not be responsible for seeking talent, negotiating talent fees, establishing ticket prices, creating and implementing advertising and public relations campaigns, providing staging, risers and backdrops, identifying catering and negotiating pricing for services, scheduling support personnel including sound and light operators, ushers, security, ticket takers, janitorial, procuring decorations, hospitality, securing hotel accommodations, transportation, renting backline equipment (such as guitars, amplifiers, organs, etc.), complying with artist agreement and rider requirements, preparing financial reports, financially settling all accounts with artist, vendors and support personnel, in each case, in connection with such events. Operator will, however, continue to support the following City sponsored events ("City Events") as follows: (i) produce the City's annual Rocking New Year's Eve Bash and the Fourth of July celebration, and (ii) support the City with respect to the presentation of "Santa's Village Comes to Stafford" and the July 3rd celebration in a manner consistent with prior years.

3.2 Limitations.

a. The Facility's policy allows for "open" catering, that is, clients may select a caterer of their choice, provided the caterer meets certain requirements and complies with the City's Catering Policy, subject to the exclusive rights set forth in Section 3.2(b) below. The Operator will assist the City in developing a Catering Policy and to pre-qualify caterers so that a "preferred list" may be offered to clients.

b. The right to distribute and sell beer, wine, and mixed drinks on the premises of the Facility will be exclusive to the firm holding the necessary licenses and permits,

which such firm and arrangements for the distribution and sale shall be subject to approval by the City.

c. Grounds maintenance, such as mowing, planting, and fertilizing will be performed or caused to be performed by the City, however, Operator shall be responsible for immediately notifying the City at any time additional maintenance or emergency maintenance is required so that at all times the grounds are maintained. The Operator will be required to maintain all parking lots, loading docks and similar areas. Grounds maintenance shall be an Operating Expense.

d. The City shall have the right, but not the obligation, to secure contracts for services to the Facility such as, but not limited to, electricity, telephone, and refuse collection and disposal. The cost of such services, whether acquired by the City or by Operator, shall be Operating Expenses.

3.3 Standard of Care.

a. Subject to the limitations on Operator's authority set forth in this Agreement and subject to funding of the Approved Budgets, the Operator shall exercise its diligent, good faith efforts in managing and operating the Facility so as to minimize Operating Expenses and maximize Operating Revenues. In this connection, the parties agree that the Operator, in recommending and implementing booking policies approved by the City, may schedule not only those events that generate substantial direct revenue to the Facility, but also those events that produce less direct revenue but, in the Operator's good faith judgment, generate either a significant economic, cultural, or other benefit to the City or otherwise serve the public interest; provided that no use of the Facility shall be permitted without a reasonable charge or reimbursement of costs of operation of the Facility, as may be prudent under the circumstances, for such use.

b. Operator shall not create, assume or suffer to exist any mortgage, pledge, lien, charge or security interest or other encumbrance of any nature whatsoever relating to this Agreement or its rights and obligations under this Agreement, except any pledge or other encumbrance of the fees due Operator pursuant to this Agreement.

c. Operator shall promptly and fully discharge all of its obligations under this Agreement at or prior to the time specified for performance or payment thereof, including without limitation, the payment of all Operating Expenses from and to the extent of the funds available for that purpose under Article 5. Operator shall have the right to contest its obligations to make payments to third parties so long as (i) Operator does so in good faith, diligently and by appropriate proceedings, and, (ii) by contesting such obligation, Operator does not knowingly subject the City to any potential civil or criminal liability or constitute a breach of any law, rule, code or regulation applicable to the City.

3.4 Compliance with the Law: Duty. The Operator shall comply with all applicable laws, rules, regulations, and ordinances relating to the use and operation of the Facility and the employment of its employees. The Operator shall perform its obligations hereunder in good faith and in conformity with the standard to which an experienced Operator of a comparable multi-

purpose, public entertainment facility in the Houston Metropolitan Area would operate, given the limitations of the Approved Budgets and the other limitations set forth herein. If compliance with applicable laws, rules, regulations, or ordinances with regard to the condition of the Facility requires funds not provided for in an Approved Budget and the City refuses to consent to an amendment to the Approved Budget providing for the expenditure of funds necessary to cause the Facility to comply with such applicable laws, rules, regulations, or ordinances, then the Operator may terminate this Agreement upon thirty (30) days prior written notice to the City (which notice shall described with specificity the applicable laws, rules, regulations, or ordinances violated and the actions needed to remedy the same) if (i) the failure to comply with such applicable laws, rules, regulations, or ordinances subjects the Operator to potential civil or criminal liability or could result, in Operator's reasonable judgment, in potential harm to users of the Facility or damage to the Facility itself, and (ii) the City fails, within such thirty (30) day period, to make provision for the funds necessary to correct such violation.

3.5 Duty and Liability. The Operator shall owe to the City a duty to perform its obligations under this Agreement and to conduct the management and operations of the Facility at all times with integrity and good faith and in a manner which is in the best interests of the Facility and the City and consistent with the terms of this Agreement. The Operator shall not be liable, responsible, or accountable in damages or otherwise to the City or to any other person for any act that is within the scope of its authority under this Agreement, except that Operator shall be responsible for (i) acts or omissions of the Operator not in good faith or involving clear and convincing negligence or gross negligence, intentional misconduct, or knowingly (i.e. conscious awareness) failing to exercise the skill and care required of Operator hereunder, or, subject to the provisions of Section 3.6, acts or omissions the Operator knew or should have known to be a violation of law; (ii) any transaction from which the Operator derives an improper personal benefit; or (iii) any breach of this Agreement on the part of the Operator.

3.6 Funding Limitations. The City recognizes and agrees that performance by Operator of its responsibilities under Article 3 and otherwise under this Agreement is at all times subject to and contingent on the City's provision of funds to Operator for such purposes as hereinafter provided, and in all respects is limited by the Approved Budgets approved by the City from time to time. Operator shall not be considered to be in breach or default of this Agreement, and shall have no liability to the City or any other party, in the event Operator does not perform any of its obligations hereunder or under any agreements entered into by Operator pursuant hereto due to failure by the City to timely provide any budgeted funds.

3.7 No Construction or Design Responsibilities. Notwithstanding Operator's review of and recommendations, if any, with respect to any of the designs, plans, and specifications of the Facility, Operator will not have responsibility to the City or any other person for or authority concerning the same and will not supervise or be responsible in any manner for the construction or future improvements or renovations related to the Facility. The parties acknowledge and agree that Operator is not and shall not be responsible for the selection of architects, contractors, subcontractors or suppliers in connection with construction, improvements, or renovations; the prosecution of any work; the compliance of any work with the plans and specifications for the Facility or applicable law, rules, regulations, or codes; the completeness, adequacy, accuracy, reasonableness, or appropriateness of those plans or specifications; or otherwise with respect to the construction, improvement or renovation of the Facility notwithstanding the obligations of

Operator hereunder. The City acknowledges that Operator's recommendations, if any, are based solely upon Operator's practical experiences in the operation of public assembly facilities similar to the Facility. The City acknowledges and agrees to look to the contractor, subcontractors, architects, engineers and other design professionals for all matters related to the design and construction of any such construction, improvement, or renovation work and not to Operator.

3.8 Financial Statements. Operator has provided the City with certain financial statements (the "Financial Statements"). Operator represents and warrants to the City that the Financial Statements were prepared in accordance with generally accepted accounting principles consistently applied and are true and correct in all material respects and present fairly the Operator's financial position as of the date thereof. To the best of Operator's knowledge there has been no material adverse change in Operator's financial position from that reflected in the Financial Statements.

ARTICLE 4. RECORDS, ACCOUNTS AND REPORTS

4.1 Books. The Operator shall maintain at the Facility books of account with respect to its management and operation of the Facility in accordance with generally accepted accounting principles and industry standards. Operator shall maintain such books and records for a period of three (3) years following the expiration or sooner termination of this Agreement if such books are not otherwise retained by the City or the Facility.

4.2 Access to Information. The City shall have the unqualified right to obtain from the Operator, at any reasonable time upon request, such information and to inspect and audit such books and records concerning the management and operation of the Facility as may be deemed reasonably necessary or desirable by the City to inform itself concerning the Facility and its operations.

4.3 Annual Audit. Operator acknowledges that the operations and books of account of the Facility will be included in the City's annual audit, therefore, as soon as reasonably practicable, but in any event within ninety (90) days from the close of each Fiscal Year, the Operator shall furnish to the City financial statements of the Facility prepared in accordance with generally accepted accounting principles and accompanied by an auditor's report expressing an opinion of the independent certified public accountant preparing the report, which shall be a firm of outstanding reputation selected by the Operator, subject to the approval of the City. Operator shall provide written notice to the City of Operator's selection of such firm and the City shall have fifteen (15) days following receipt of such notice to approve or disapprove the same, which approval shall not be unreasonably withheld. Operator shall cooperate with and make available to the City's auditors all information necessary to complete the City's annual audit.

4.4 Monthly Reports. Within twenty (20) days of the end of each month during the Operating Period, the Operator shall furnish to the City a Facility Activity Report in such form as approved by the Administrator.

4.5 Annual Capital Improvements Budget. Not later than ninety (90) days before the beginning of each Fiscal Year, the Operator shall submit a Budget for projected Capital

Expenditures for such Fiscal Year. This Budget shall be subject to the procedures customarily employed in connection with the development, approval, and implementation of capital Budgets for the City and shall in all cases be subject to the approval of the City.

4.6 Annual Operating Budget. Prior to the Effective Date hereof, Operator has submitted to the City a proposed operating Budget for the operation of the Facility for the balance of the current Fiscal Year. Promptly following the execution of this Agreement, Operator and the City shall meet to discuss the same with the goal of attaining the City's approval thereof as soon as practicable following the Effective Date. Thereafter, Operator shall submit to the City a proposed operating Budget for each Fiscal Year not later than ninety (90) days prior to the beginning of such Fiscal Year, listing all projected Operating Revenues and Operating Expenses by category. The Operator may at any time submit to the City for its consideration amendments to a Budget to reflect unanticipated revenues or expenses or other changes.

4.7 Budget Approval. The City shall promptly review all proposed Budgets and proposed amendments thereto and promptly communicate to the Operator any comments or suggested revisions thereto. The City shall, in any event, complete its Budget review and deliver its comments in accordance with the City's Budget calendar. Final approval of any Budget shall, except for amendments thereto that are not material, be completed in accordance with procedures applicable to the general City Budget which is to be adopted by September 30 of each Fiscal Year. In the event a proposed Budget (for Operating Expenses or Capital Expenditures) has not been approved in a manner which permits its incorporation into the general City Budget for approval on or before September 30, the Budget for the previous period shall continue to control. Each Operating Budget, once approved in writing by the City, and each Capital Expenditures Budget, once approved in writing by the City, shall constitute an "Approved Budget." Operator shall operate and manage the Facility in accordance with the Approved Budget and in no event (other than in connection with an Emergency Expenditure) may Operator incur costs or expenses in excess of the amounts budgeted therefor, except as otherwise provided for in Section 6.7 below. For the purposes of managing cash flow only, and notwithstanding the foregoing, prior to purchasing any single Capital Expenditure in an Approved Budget, the cost of which exceeds \$5,000, Operator shall submit the same to the City for approval, which shall not be unreasonably withheld. Operator recognizes that approval of the Budgets shall be made or withheld by the City in the City's sole and absolute discretion.

4.8 Estimated Budgets. The City recognizes that each Approved Budget shall reflect Operating Revenues and Operating Expenses based upon the Operator's best, good faith judgment and may also be predicated upon the assumptions set forth therein with regard to the matters described below in this section. In the event that Operating Revenues or Operating Expenses assumptions are, for any reason other than Operator's default under this Agreement, overstated or understated, as the case may be, the parties agree to promptly meet and attempt to agree upon revisions to the Approved Budgets.

ARTICLE 5.
FUNDS AND ACCOUNTS

5.1 Operating Account. After the Effective Date, the Operator shall collect all Operating Revenues and deposit them in an account maintained in the Depository in the name of the City (the "Operating Fund"). The Operator shall have authority to use the funds in the Operating Fund to pay for all expenditures authorized by this Agreement. Base Management Fees shall be paid from the Operating Fund in accordance with Section 7.1 below. The City shall have the authority to use the funds in the Operating Account to pay for Operating Expenses in an Approved Budget. Moneys in the Operating Fund and any interest thereon shall be applied first to the payment of Base Management Fees accrued through the end of the prior month and then to other Operating Expenses then accrued. Any balance shall be retained in the Operating Fund as reserve for payment of future Operating Expenses. If, at the end of any Fiscal Year, there shall be a balance in the Operating Fund in an amount in excess of the anticipated working capital and Operating Expenses for the first month of the ensuing year, the City may withdraw such excess provided that it shall provide written notice to the Operator of such action at the time of withdrawal.

5.2 Working Capital.

a. In order to provide the working capital necessary for Operator to perform its obligations hereunder with respect to Operating Expenses not funded by the Operating Fund, the City shall advance to the Operator for deposit in the Operating Fund:

1. During the first Fiscal Year this Agreement is in effect such amount as is necessary to fund the Operating Fund in a minimum amount equal to the aggregate of projected Operating Expenses of the Approved Budget for sixty (60) days. The first such advance shall be made no later than the Effective Date of this Agreement.
2. During the second and subsequent Fiscal Years this Agreement is in effect, the City shall advance to Operator such amount as is necessary to replenish the Operating Fund in a minimum amount equal to the aggregate of projected Operating Expenses of the Approved Budget then in effect for forty-five (45) days. The first such advance shall be made no later than the first day of each Fiscal Year.

Operator understands and agrees that the amount to be advanced pursuant to the foregoing paragraphs shall be less that portion of the Administrator's salary, wages, and benefits, and those expenses incurred by the Administrator that are directly related to the operations of the Facility and shown in an Approved Budget. Further, notwithstanding anything herein to the contrary, although such salary, wages, benefits and expenses shall be Operating Expenses, the City shall be responsible for paying same.

b. Application to Unfunded Operating Loss. If after the first day of any month the amount of moneys on deposit in the Operating Fund and available for that purpose

shall be insufficient for the payment of Operating Expenses then due or budgeted to become due during such month, the Operator shall immediately notify the City of the amount of such insufficiency. The City shall promptly, but in no event later than the tenth (10th) day following the giving of such notice, transfer funds from any available source to the Operating Fund sufficient to pay such Operating Expenses.

c. Application to Emergency Needs. If at any time or from time to time, by reason of any occurrence of an Emergency Expenditure, moneys on deposit in the Operating Fund are insufficient to pay an Emergency Expenditure the Operator shall immediately notify the City of the amount of such insufficiency. Within three (3) days of the receipt of such notice, the Mayor or his designee shall approve and direct the transfer of funds from any available source to the Operating Fund sufficient to pay for the Emergency Expenditure.

5.3 Security for and Investment of Funds. All funds and accounts required to be maintained by the Operator under this Article 5 are and shall be the property of the City and shall be maintained in the Depository. The City shall require of the Depository that all funds held in any account maintained under this Article 5 be secured to such an extent and in such a manner as is required by applicable law in connection with the deposit of funds of the City. Money on deposit in the Operating Fund may be retained un-invested and on deposit in fully secured demand deposit accounts or may be invested in accordance the City's Investment Policy.

5.4 No Obligation of Operator to Advance Funds. The City is solely responsible for and shall promptly pay, or provide funds to the Operator to enable the Operator to pay all Operating Expenses, Emergency Expenditures, and Capital Expenditures. The Operator shall not be obligated to make any advance of its own funds to or for the account of the City or to pay any sums incurred for the performance of services or goods delivered to the Facility, provided such obligations are incurred in accordance with the terms of this Agreement. Nothing in this section shall, however, limit, modify, or impair Operator's indemnification obligations hereunder or Operator's liability to the City for Operator's breach of this Agreement.

5.5 Monthly Reports. Within twenty (20) days of the end of each month during the Operating Period the Operator shall furnish to the City the financial reports identified in Schedule 5.5 attached hereto.

ARTICLE 6. POWER AND FUNCTIONS

6.1 Authority of Operator. The Operator shall have the exclusive right and authority to exercise all rights, powers and duties conferred or imposed on the Operator under the terms of this Agreement, subject only to the limitations expressly set forth herein.

6.2 No Sale of Property. Although the Operator shall have authority to sell or otherwise dispose of all movable property that is surplus to the needs of the Facility or is otherwise obsolete (so long as the same is accomplished in accordance with procedures established by the City of which Operator has been advised in writing and that apply generally to the sale of property by the City), the Operator shall otherwise have no authority to sell or otherwise alienate any portion of the Facility or any equipment therein. Upon notice from the

Operator to the City of the need to move off- site any movable property that Operator has determined is surplus or obsolete, the City will remove such property within a reasonable period of time.

6.3 No Capital Improvements. The Operator shall have no authority to make any alterations or any capital improvements to the Facility without the prior written consent of the City (Capital Expenditures reflected in an Approved Budget shall be deemed approved by the City, however, any expenditure in excess of \$5,000.00 must be submitted to the City for approval prior to incurring the expense, unless the expenditure is an Emergency Expenditure).

6.4 Contracts. The Operator shall have no authority to enter into any Material Contract without the prior written consent of the City, which approval shall not be unreasonably withheld or delayed. Operator shall have the right to enter into, execute, and deliver contracts with users of the Facility which extend beyond or relate to dates falling after the expiration of the term of this Agreement, except that if any such contract constitutes a Material Contract, Operator shall seek the necessary written approval from the City. The Operator's authority with regard to contracts with concessionaires shall, however, be as set forth in Section 6.6 below. All Material Contracts entered into by Operator requiring the consent of the City under this Agreement shall contain an express provision acknowledging that the same are subject to the City's approval. All contracts entered into by Operator shall provide that the same are assignable to the City (or its designee) without the other contracting party's consent and, notwithstanding any contrary provision hereof, upon termination or expiration of this Agreement for any reason, Operator shall assign to the City (or its designee) and the City (or its designee) shall assume in writing, all then outstanding contracts affecting the Facility entered into by Operator in accordance with the authority granted Operator hereunder; provided, however, the City shall not be obligated to assume any contracts or agreements entered into by Operator in violation of this Agreement. The Operator shall not have any responsibility for and shall be released by the City from any and all claims, liabilities or damages arising from or in connection with any contracts assigned to and accepted by the City (or its designee) that accrue after the date of the assignment. Furthermore, notwithstanding the foregoing, the City shall not assume and shall not have responsibility for any acts or omissions of Operator with regard to such contracts or agreements prior to the termination of this Agreement except as a consequence of the City's failure to provide funds under this Agreement. All contracts entered into by Operator shall be executed in the name of Operator as an independent contractor acting in its capacity as "operator" hereunder and not as an agent of the City.

6.5 Employees.

a. All employees needed to operate and manage the Facility shall be hired by Operator. Employees hired by the Operator shall be employees of the Operator and not of the City, although the employment costs of such employees (including, without limitation wages, salary, benefits, reasonable payroll expenses paid to a third party, and the costs of complying with local, state, and federal employment laws) shall be part of the Operating Expenses. The Operator shall have complete and absolute discretion and authority with respect to the number, functions, qualifications, compensation and other terms and conditions relating to its employees.

b. City, through a committee appointed by City Council, shall have the right, but not the obligation, of reasonable approval of individuals (and their successors) proposed by the Operator for the following Facility positions, if provided: General Manager, Assistant Manager, Director of Sales and Marketing, Director of Operations, and any other supervisory personnel. Furthermore, the Operator will not, prior to the second anniversary of the Effective Date, re-assign the General Manager, Assistant Manager, or Director of Operations without the consent of the committee appointed by City Council. Thereafter, the Operator will not, in any year, re-assign more than two of such personnel to other properties owned, managed, or operated by Operator without the consent of the committee appointed by City Council.

c. The City is an alcohol and drug-free workplace. Operator shall at all times have in place and enforce an alcohol and drug-free workplace policy applicable to Operator's employees and subcontractors with requirements, restrictions, and prohibitions at least as strict as the policy adopted by the City. Operator shall require all of its employees that will work at the Facility on a regular basis to successfully pass a pre-employment drug screening test in accordance with such policy. An employee that works at the Facility an average of fifty (50) or more hours during any three-month period shall be considered working at the Facility on a regular basis. The cost of testing in accordance with this paragraph shall be an Operating Expense. It shall be the responsibility of the Operator to immediately remove an employee, contractor or subcontractor of Operator who is under the influence of alcohol or uses or possesses illegal drugs during working hours or on City property. Operator agrees that the City shall have the right to require the removal of any employee, contractor or subcontractor of Operator reasonably suspected by the City to be under the influence of alcohol or drugs while on the premises of the Facility so long as such removal is consistent with applicable law.

d. The City shall not without the prior written approval of the Operator have the right to hire, employ, solicit for hire, or engage in any manner or for any purpose any person employed by the Operator during the term hereof or following termination of this Agreement. Operator shall not without the prior written approval of the City have the right to hire, employ, solicit for hire, or engage in any manner or for any purpose any City employee.

6.6 Purchase of Supplies and Services. The Operator shall have full authority and discretion as to the purchase of all equipment, materials, supplies and inventories reasonably required by it but shall endeavor to make all such purchases at the best price available as known to the Operator, considering the quantities required and the quality desired, at the time available for the delivery and the sources of supply whenever possible as part of a volume purchase by the Operator. To the extent feasible, Operator shall coordinate with the City to purchase those services and supplies that, due to volume, will result in savings to the City. Operator shall, for the purchase of all equipment, materials, supplies, services, and inventories in excess of \$50,000.00 in the aggregate in any one purchase order, utilize the competitive bidding process set forth in Texas Local Government Code §252.001, et seq., for the purchase of its supplies and services common to the market in which Operator shall seek the same, and, as provided above, Operator shall submit for prior approval by the City any Capital Expenditure in excess of \$5,000.00. For purchases that do not fall within the amounts specified in the previous sentences, Operator shall, to the extent practicable and feasible, solicit three (3) competitive bids. Contracts for supplies and services must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City so long as the Operator has stated in the

specifications that the contract may be awarded to the bidder who provides goods or services at the best value for the City and included in the specifications the criteria by which "best value" will be determined. The Operator may acquire property or services from or otherwise transact business with its Affiliates for any of the goods to be purchased or services to be performed by it under this Agreement but only if prices charged and services rendered are competitive with those obtainable from others rendering comparable services in the field, subject to the following: if the goods or services are not subject to the bidding requirements specified herein, Operator agrees to obtain at least two (2) other competitive bids from persons other than the Operator's Affiliates, or, if the goods or services are subject to the bidding requirements specified herein, the Affiliate must be either the low bidder or found to be the bidder that will provide the goods or services at the best value for the City according to the criteria in the specifications. All purchases by Operator of furniture, fixtures, and equipment and all capital improvements shall be made in the name of the City. Operator shall establish an inventory control system to account for all such purchases. The City shall have the right to inspect the books and records of Operator to verify Operator's compliance with the provisions of this section.

6.7 No Expenditures in Excess of Budget. The Operator shall not, without written authorization by the City, incur in any Fiscal Year obligations for Operating Expenses aggregating in excess of the amount of total Operating Expenses set forth in the Approved Budget. In order for the City to plan for certain costs which may be unanticipated at the time each Approved Budget is developed but which may be necessary or desirable to incur, Operator may include a contingency of Operating Expenses as a line item within each Approved Budget. Such contingency may be used by Operator for unforeseen expenses, such as: (i) additional expenditures necessary to perform an emergency repair, in which event Operator shall notify City prior to making such repair; (ii) increased costs resulting from the scheduling by Operator of additional Revenue producing events or activities at the Facility not contemplated by the Approved Budget in effect for such Operating Year; (iii) expenses for services or utilities provided to the Facility by unaffiliated third parties, the cost of which is not within the reasonable control of Operator, such as the costs of utilities and insurance; and (iv) increased costs resulting from City sponsored events. Operator agrees to notify the City within 30 days of it becoming aware of any significant change or variance in the bottom line number in the Approved Budget, and any material increase in total Operating Expenses from that provided for in the Approved Budget. With respect to Emergency Expenditures, other than emergency repairs, Operator shall have the right to make the same, up to \$25,000 per item, without prior approval from the City. If any Emergency Expenditure will exceed the agreed upon maximum, Operator shall submit the same to the City for the City's prior written approval. The City or its designee agrees to respond to any request of Operator for an Emergency Expenditure within 24 hours from the receipt of the request therefor, or within such lesser time as is appropriate under the circumstances. The Administrator shall be the Operator's contact for emergencies, and shall have the authority to verbally approve on behalf of the City any Emergency Expenditures requiring a response of less than 24 hours. In the event the Administrator is unavailable or unwilling to act, then the Mayor shall have the authority to verbally approve such Emergency Expenditures. If neither the Administrator nor the Mayor responds within such 24 hour period, the Emergency Expenditure shall be deemed approved.

6.8 Settlement of Claims. Operator has been advised by the City (and the City shall continually keep Operator apprised of) the City's procedures and requirements with respect to

settlement of third party claims filed against Operator (to the extent related to the Facility), the City, or with respect to the Facility. Operator agrees to use reasonable commercial efforts to comply with such procedures and requirements. In the event any such claims are covered by insurance required to be maintained hereunder, such claim and the settlement and defense thereof shall be the responsibility of such insurance carrier. To the extent any claims shall not be covered by insurance, in addition to Operator's other obligations under this Agreement, Operator and the City agree to cause their respective legal counsel to coordinate with one another in connection with the settlement of claims. Operator acknowledges that it shall not have the authority to file or settle any claim on behalf of the City; furthermore, Operator shall not have the authority to initiate formal legal action against a third party in its own behalf relating to or arising out of the operations and management of the Facility without the prior approval of the City. Operator shall promptly notify the City, in writing, of any third party claims filed against it, giving specific details of such claim. All costs and expenses thereof, including the settlement thereof, penalties, and interest thereon, shall be deemed an Operating Expense in accordance with the terms and provisions of this Agreement unless the cause therefor is Operator's (or its employees) clear and convincing negligence, gross negligence or willful misconduct or is the result of Operator's breach of this Agreement, in which event Operator shall bear all such costs, penalties and settlement, unless such breach is the result of (i) the City's failure to provide funds under this Agreement or (ii) actions taken or not taken by Operator at the direct request of the City, in which case such costs, penalties and settlement shall be an Operating Expense. Nothing herein shall obligate Operator to pay costs, penalties, or settlement to the extent such costs, penalties, or settlement are actually covered by or paid for by insurance actually maintained by the City.

6.9 City's Covenant Against Interference. The City covenants and agrees that neither it nor its Authorized Representatives shall interfere in any manner with Operator's exclusive rights and authority under this Agreement and, specifically, that no such person shall initiate or intervene in any manner whatsoever in negotiations with existing or prospective lessees, users, advertisers, service contractors or other persons doing business or seeking to do business with the Operator, nor shall any such person solicit, request or seek any services, contributions, gifts, favors, tickets, gratuities or other benefits from Operator or any person doing business with the Facility.

6.10 Bond Financing. Operator acknowledges that the Facility was financed in large part with the proceeds of one or more series of bonds ("Bonds") issued by the Stafford Economic Development Corporation (an industrial development corporation created under Vernon's Ann. Texas Civ. St. Art. 5190.6, Sec. 4B), the interest on which is intended to be excluded from gross income for federal income tax purposes. In order to assist the City in preserving the tax-exempt nature of the Bonds, Operator acknowledges and agrees as follows:

a. In determining whether to grant or withhold any approval of a contract for which approval of the City is required under this Agreement, the City may consider the effect of such contract for federal tax purposes on the exclusion of interest on the Bonds for federal income tax purposes.

b. Any contract for the provision of services related to the Facility must, to the extent applicable, comply with Section 1.141-3(b)(4) of the Treasury Regulations and the

provisions of Revenue Procedure 97-13, 1997-1 C.B. 632, promulgated by the Internal Revenue Service and the interpretations thereof (collectively, "IRS Rules").

c. Each of the following described contracts must be approved by the City before execution thereof by Operator:

(i) Any contract relating to the Facility which grants a leasehold interest, term for years, or other real estate interest in the Facility (other than a revocable license), or grants a right to use the Facility on a basis different from that of the general public in accordance with Section 1.141-3(c) of the Treasury Regulations, unless such use satisfies a short-term use exception as described in Section 1.141-3(d)(3) of the Treasury Regulations.

(ii) Any contract for the use of the Facility for shows, programs, conventions and other events where the term of such use exceeds fifty (50) days in the aggregate, including all renewal options.

(iii) Any other contract relating to the Facility which grants special legal entitlements to beneficial use of the Facility or special economic benefits, within the meaning of Section 1.141-3(b)(7) of the Treasury Regulations, unless such contract satisfies an exception set forth in the Treasury Regulations.

d. Any approval of a contract by the City required under this Section shall be given within ten (10) business days following receipt by the City of a request for approval, failing which the City shall be deemed to have disapproved the same.

e. If required by bond counsel to the City or counsel to the underwriters, Operator agrees to make modifications to this Agreement so that the same is, in the opinion of such counsel, a qualified management contract for purposes of the IRS Rules. In the event such modifications shall materially increase Operator's obligations hereunder or materially decrease Operator's rights or economic benefits hereunder, Operator and the City will cooperate with each other in good faith for a period of thirty (30) days in an effort to amend the Agreement to preserve the economic benefits of Operator hereunder in a manner that is satisfactory to the City and Operator, each acting in their sole discretion. To the extent the parties do not amend this Agreement within such thirty (30) day period, then Operator shall have the right to terminate this Agreement upon not less than ninety (90) days prior written notice to the City which notice must be provided to the City within ten (10) business days after Operator is requested by the City in writing to enter into an amendment or modification hereof pursuant to this paragraph or after negotiations between the parties end, whichever is later. If Operator timely exercises its right of termination under this paragraph, Operator shall continue to perform its obligations hereunder through the date of termination and the City shall continue to pay Operator its Management Fees in accordance with this Agreement; upon termination, unless otherwise stated herein, neither party shall have any further obligations under this Agreement except as set forth in Section 10.4.

6.11 Adjustment of Rental Rates/License Terms. The City Council shall establish a committee to work in good faith with Operator to review and analyze Operator's requests for modifications, adjustments, or waivers of established rental rates and license terms. Operator shall submit such requests in writing to said committee, accompanied by all pertinent information required by the committee, and as far in advance of the event date as possible. The committee shall act on any request received within three (3) business days. Failure of the committee to act on a request within a reasonable period of time shall be deemed a disapproval of such request. If the committee determines that granting Operator's request is in the best interest of the City, the committee shall have the authority to establish the rental rate and license terms that will apply to the event. In the event the committee does not approve a request, Operator shall have the right to petition City Council for its consideration of such request.

ARTICLE 7. MANAGEMENT FEES

7.1 Base Management Fee. In consideration of its services, the Operator will be paid an annual Base Management Fee (payable monthly) which shall be deemed earned as of the first day of each month of the term, but which shall be due and payable in arrears on the last business day of each month throughout the term of this Agreement. The annual amount of the "Base Management Fee" shall be \$180,000, payable \$15,000 per month, and shall commence accruing on the Effective Date. Each Fiscal Year thereafter, the annual Base Management Fee shall be automatically increased by 3%.

7.2 Incentive Fee. Commencing with the first Fiscal Year of the term of this Agreement and each Fiscal Year thereafter in addition to the annual Base Management Fee described in Section 7.1 above, subject to the provisions of the balance of this section, the City shall pay Operator, annually in arrears on or before the thirtieth (30th) day following the date on which the annual audit report for the subject year described above has been delivered to the City, an annual incentive fee in an amount equal to twenty percent (20%) of the annual Base Management Fee the ("Incentive Fee") paid to Operator during that particular year under Section 7.1 above. Operator shall earn the Incentive Fee pursuant to this Section 7.2 if Operator's performance in the management of the Facility has been rated above 85% by each of the following groups based upon surveys conducted during such year: (1) the licensees and clients of the Facility (based on surveys of such parties after conclusion of the events held by them at the Facility), and (2) the overall impression of patrons attending events at the Facility per the online survey (a copy of which is attached hereto as Annex A) and rated on survey questions #2 through #6. Operator shall be responsible for distributing and collecting the same following such designated events and providing to the City copies of the same. Notwithstanding the foregoing, if the Operator achieves ratings equal to or above 70% but less than 85%, the Operator shall be entitled to receive a prorated amount of the Incentive Fees earnable pursuant to this Section 7.2.

ARTICLE 8. INSURANCE

8.1 Insurance to be Maintained by the City. The City shall at all times throughout the Operating Period, obtain and maintain property damage and liability insurance covering the

Facility in the amounts and with coverage's as is maintained by the City for other similar City-owned properties.

8.2 Insurance to be Maintained by Operator. The Operator shall obtain and maintain (or cause to be obtained and maintained) in effect the following policies of insurance, the cost of which shall be an Operating Expense:

a. Workers' Compensation. Such workers' compensation insurance coverage as may be required by law or deemed prudent by the Operator, including employer's liability coverage of at least \$100,000 per person per occurrence and \$100,000 per person per disease, and \$100,000 aggregate disease;

b. Commercial General Liability. Commercial general liability and property damage insurance with a combined single limit of at least \$5,000,000 insuring against all liability of the Operator and its Authorized Representatives arising out of and in connection with the Operator's use or occupancy of the Facility;

c. Liquor Liability. Liquor liability insurance with a combined single limit of \$1,000,000 and \$5,000,000 in the aggregate, provided, however, that the Operator may require the food and beverage concessionaire holding the Facility liquor license to obtain such coverage instead of Operator, in such event, Operator will require said concessionaire to name the City an additional insured;

d. Business Automobile Policy. At least \$1,000,000 of coverage, including bodily injury and property damage, arising out of the operations, maintenance or use of owned and non-owned automobiles or other vehicles;

e. Excess Liability Insurance. At least \$9,000,000 of excess liability coverage written on an occurrence basis; and

f. Crime and Fidelity Coverage. At least \$500,000 per occurrence of coverage for (i) employee dishonesty, (ii) forgery or alteration, (iii) theft, disappearance and destruction inside and outside the Facility; and (iv) robbery and safe burglary inside and outside the Facility.

8.3 Insurance Requirements. Insurance required to be maintained by Operator under this Agreement shall be issued by insurance companies licensed to do business in the State of Texas with the financial rating of at least A+ 8 status as rated in the most recent edition of Best's Insurance Reports, shall be issued as a primary policy, shall contain an endorsement requiring sixty (60) days written notice from the insurance companies to the City and the Operator before cancellation, non-renewal, termination, or change in the coverage, scope or amount of any policy, and shall, in the case of Operator's commercial general liability insurance, name the City as an additional insured.

8.4 Waiver of Subrogation. The parties release each other and their respective Authorized Representatives, administrators, directors, owners, members, managers, officials, officers, employees, servants, representatives and agents, as applicable, from any claims for damage to any person, the Facility or any fixtures, personal property, improvements and

alterations of either party in or about the Facility that are caused by or result from risks insured against under any insurance policies required to be carried by the parties under this Agreement. The parties agree to cause the issuers of the insurance policies required to be maintained by them hereunder to include waivers of the rights of recovery and subrogation.

8.5 Proceeds of Casualty Insurance. If the Facility or any part thereof is damaged or destroyed by fire or other casualty, the City will determine whether or not repairs and restoration are practicable and feasible and will inform Operator in writing of its election to make or not make any such repairs and restoration within one hundred twenty (120) days following the date of such damage or destruction. All proceeds of any casualty insurance paid for by the City shall be the exclusive property of the City and Operator shall have no rights to receive any sums therefrom, except to the extent of any Operator-owned property that was damaged and covered by such insurance. The Operator shall continue to receive its Management Fees during the above referenced periods.

If the City elects not to repair or restore the Facility, the City shall have the right to terminate this Agreement, without penalty, premium or fee, by notice to Operator. If the City elects not to restore the Facility but following termination of this Agreement decides to restore the Facility anytime during the period that otherwise would have been within the Term of this Agreement, the City shall give written notice thereof to Operator whereupon Operator shall have a period of thirty (30) days in which to elect to enter into, and actually enter into, a new contract with the City for operation of the Facility following its restoration which contract shall be on the same terms and conditions described herein except that the term shall be only for the portion of the term hereof lost due to termination under this section.

If, on the other hand, the City elects to repair and restore the Facility, payments of the Base Management Fee shall be equitably reduced (taking into account the volume of services provided by Operator during reconstruction) until the Facility is reopened to the public; however, the City shall continue to fund any Operating Expenses until the Facility is re-opened to the public. If the proposed reduction in Base Management Fee is unacceptable to the Operator, in its sole discretion, Operator shall have the right to terminate this Agreement upon thirty (30) days' notice to the City.

8.6 Indemnity by Operator. Subject to the provisions of Sections 8.4, 8.7 and 12.17, to the fullest extent permitted by Texas law, Operator shall indemnify, defend and hold harmless the City, its officers, agents and employees of, from and against any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees) (collectively, "Losses"), including but not limited to claims on account of personal injuries or death or damage to property, arising from any default or breach by Operator of its obligations specified herein (including, without limitation, the obligations of Operator set forth in Section 3.5 above) or the Operator's, its agents', contractors', or employees' negligence, gross negligence or willful misconduct; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the City of its obligations under this Agreement, (ii) are caused by or arise out of the services provided by architects, engineers and other agents (other than Operator) retained by the City in connection with capital improvements or capital equipment purchases at the Facility, (iii) arise from the fact that at any time prior to, as of, or after the commencement of the term hereof the Facility has not, for

reasons other than Operator's failure to perform its obligations hereunder in accordance with the standards set forth herein and subject to the limitations set forth in this Agreement, been operated, or the Facility and its premises are not or have not been, in compliance with all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions including, but not limited to, all handicap accessibility laws, rules and regulations, (iv) arise from any obligation or liability under or in respect of any contract, agreement or other instrument executed by Operator as authorized herein unless Operator's acts or omissions in administration thereof are the basis for such liability, or (v) arise from any act or omission carried out by Operator at or pursuant to the express direction or instruction of the City's Authorized Representative (but only if Operator advises the City's Authorized Representative in writing, promptly following such direction, that Operator believes same to be imprudent). The indemnification obligations of Operator under this Section 8.6 shall survive the expiration or sooner termination of this Agreement.

8.7 Applicability of Insurance. The parties acknowledge and agree that they (and their respective indemnitees) shall look first to the proceeds of any insurance policies carried pursuant to this Agreement for recovery in respect of the obligations of the other party under this Article 8 and, if such proceeds are insufficient, then to such other party. Each insurance policy obtained pursuant to this Agreement shall confirm, by way of endorsement or in any other written form, that the insurer agrees to be bound by the terms of this Section, and will not raise any defense to its primary obligations to reimburse the parties under its policy as a result of the indemnification provisions of this Agreement.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

9.1 Discrimination Prohibited. Neither the Operator, nor any Affiliate of the Operator performing services under this Agreement, shall knowingly discriminate against any employee or applicant for employment because of age, race, creed, sex, color, disability, or national origin, and the Operator and its Affiliates shall take affirmative action to ensure that any employee or applicant for employment is afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation in selection for training or retraining, including apprenticeship and on the job training. Subject to compliance with such obligations, the Operator shall have plenary power with respect to the hiring and discharge of its employees.

ARTICLE 10. CERTAIN MATTERS REGARDING TERMINATION

10.1 Surrender of Improvements. Upon expiration or sooner termination of this Agreement, Operator shall promptly surrender the Facility to the City, leaving to the City all equipment, supplies, manuals, books, records, and inventories that are the property of the City or that have been purchased from Operating Revenues or from funds made available by the City, and Operator hereby quitclaims, transfers, sells, assigns, and conveys to the City, without recourse, representation, or warranty, all right, title, and interest that Operator may have to all

improvements made to the Facility and all equipment, materials, supplies, inventories and all other property so purchased. Operator agrees to execute any and all documents reasonably necessary to evidence such transfer promptly upon request therefor by the City at the City's expense. Operator shall also deliver all documents, records, and other work product generated by Operator for the City during the term of this Agreement.

10.2 Continuation of Performance. In the event of termination of this Agreement, Operator, at the City's option, shall continue to perform under the provisions of this Agreement for a reasonable time as determined by the parties to enable the City to make arrangements for a successor as Operator of the Facility; provided, however, that Operator shall not be required to perform for a period of time during which the Operator's actual Operating Expenses and the Management Fees payable under this Agreement are not promptly and timely funded and paid by the City and in no event for more than three (3) months following such termination (the "Transition Period"). The City expressly acknowledges and agrees that the terms of Article 13 shall become null and void and shall not apply to the Operator during the Transition Period.

10.3 Termination by the City for Lack of Funding. Should the City elect to terminate funding for the operation and maintenance of the Facility, the City shall have the right to terminate this Agreement upon written notice to Operator, such termination to be effective on the ninetieth (90th) day after such election to terminate. In such event, the City shall pay to Operator all Management Fees and all other sums due to Operator hereunder through and including the date of termination; otherwise, such termination by the City shall be without penalty or liability, except as set forth in Section 10.4 below. Failure by the City to pay such Management Fees and other sums due to Operator as required hereunder shall entitle the Operator to terminate this Agreement immediately upon written notice to the City.

10.4 Payment of Expenses. If this Agreement is terminated by the Operator as permitted in this Agreement or by the City as permitted in this Agreement, other than termination due to an uncured breach by Operator under Article 11, the City shall reimburse Operator for actual ordinary and necessary expenses, if any, reasonably incurred by Operator (i) in withdrawing from the provision of services hereunder and (ii) in connection with the termination and/or assignment of contracts or leases entered into by Operator pursuant to this Agreement. The City's payment of such ordinary and necessary expenses will occur only following receipt and review of written documentation of expenses by the Operator in a form reasonably acceptable to the City, provided, that such expenses may not include any contract cancellation premiums or penalties except to the extent such premiums or penalties were approved by the City as part of a Material Contract.

ARTICLE 11. BREACH

11.1 Breach. Each of the following shall constitute a breach under this Agreement:

a. Failure to pay, fund or reimburse when due any amount required to be paid, funded or reimbursed under this Agreement, if the failure continues for, in respect to any regularly scheduled payment due hereunder, ten (10) days after notice has been given to the

breaching party, or in respect to any payment due hereunder which is not a regularly scheduled payment, thirty (30) days after notice has been given to the breaching party;

b. Failure to perform any other material obligation under this Agreement (including Operator's failure to meet the standards of performance hereunder), if the failure to perform is not cured within thirty (30) days after notice has been given to the breaching party, except that if the breach cannot reasonably be cured within thirty (30) days, a breach shall not be deemed to have occurred if the breaching party begins to cure the breach within the thirty (30) day period and diligently and in good faith continues to pursue the cure of the breach and actually cures the same within sixty (60) days following such notice;

c. Repeated or persistent failure to perform any material obligation under this Agreement; or

d. The failure of the Operator to operate, maintain and/or manage the Facility within reasonable budgetary expenditure and revenue guidelines jointly established by the City and Operator

11.2 Interest on Delinquent Payments. Interest shall accrue on any sums not paid when due in accordance with the Prompt Payment Act.

11.3 Non-Curable Material Breach by Operator. Each of the following shall constitute a non-curable breach by Operator under this Agreement:

a. Any representation or warranty of Operator contained herein which shall be knowingly false or misleading in any material respect as of the date made or deemed to have been made; or

b. The Operator shall (A) admit in writing its inability to pay its debts as they become due or (B) file a petition in bankruptcy or for the reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in bankruptcy against it which is not contested and discharged within sixty (60) days, or (C) make an assignment for the benefit of creditors, or (D) consent to an appointment of a trustee or receiver for all or a major portion of its property, or (E) be finally adjudicated a bankrupt or insolvent under any federal or state law, or (F) suffer the entry of a court order, any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within sixty (60) days after the date of its entry, or (G) suffer the entry of a final judgment for the payment of money and the same shall not be discharged or a provision made for its discharge within thirty (30) days from the date of entry thereof or an appeal or other appropriate proceeding for review thereof shall not be taken within said period and a stay of execution pending such appeal shall not be obtained, or (H) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property and such writ or warrant of attachment or similar process is not stayed or is not released within forty-five (45) days after its entry or levy or after any stay is vacated or set aside, or (I) suffer the

placing of a judgment lien on its property and failure to cause such lien to be released and discharged within forty-five (45) days from the date such lien took effect; or

c. Operator shall conceal, remove or permit to be concealed or removed, any part of its property with the intent to hinder, delay or defraud its creditors or shall make any transfer of any of its property to, or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffer or permit while insolvent any creditor to obtain a lien upon its property through legal proceedings, which lien is not vacated within thirty (30) days from the date thereof;

d. The Operator's principal commits an act of willful misconduct, gross negligence or fraud, or violates any material provision of the law with respect to the City, and such conduct results in a material adverse consequence to the City or the Facility;

e. The Operator materially breaches any material provision of this Agreement and, after notice of such breach, shall have failed to cure such breach as otherwise provided by this Agreement; or

f. Operator breaches the provisions of Section 6.5 b. above or the provisions of Article 13 below.

11.4 Breach Notices. Each party shall promptly notify the other of any acts or omissions believed to be a breach by the other under this Agreement. In order to be effective for purposes of Section 11.1 or 11.3, a notice of a breach must be timely given, must state that it is a notice of breach and must specify in reasonable detail the acts or omissions alleged to constitute a breach of this Agreement.

11.5 Rights of Non-Breaching Party. If a breach occurs and is not waived in writing by the non-breaching party, then the non-breaching party shall have the following remedies which are not exclusive but cumulative in addition to any other remedies now or later allowed by law:

a. The right to cure, at the breaching party's cost and expense, any breach;

b. The right to sue to collect any sums not paid when due, together with interest accrued thereon as provided in Section 11.2;

c. The right to sue to collect actual monetary damages suffered by the non-breaching party by reason of the occurrence of a willful breach other than breach in the payment of money; it being acknowledged by each party hereto that it has bargained for the other party's (the "second party") right to limit that second party's right to recover special, consequential or punitive damages or lost profits and other like damages in Section 12.18 from the first party in consideration for the other remedies available to the second party hereunder; including specifically the remedy set forth in clause (v) below;

d. The right to terminate this Agreement; or

e. The right to seek specific performance of the breached obligation.

ARTICLE 12.
MISCELLANEOUS

12.1 Notices. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged) or otherwise actually received by the intended recipient, or three (3) days after mailing the same (by certified mail, return receipt requested) with proper postage prepaid, or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery, to be confirmed in writing by such courier, or when sent by facsimile to a party (with confirmation of successful transmission), at such party's address set forth below or at such other address as a party may designate by notice given to the other in accordance with the foregoing.

To the City:

City of Stafford
2610 South Main
Stafford, Texas 77477
Attention: Mayor
Phone: 281-261-3900
Fax: 281-261-3994

With copy to:

City of Stafford
2610 South Main
Stafford, Texas 77477
Attention: City Secretary
Phone: 281-261-3900
Fax: 281-261-3994

Olson & Olson, L.L.P.
Attention: City Attorney Stafford, Texas
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019
Phone: 713-533-3800
Fax: 713-533-3888

If to Operator:

FMSQUARED, L.L.C.
5915 Stratford Garden
Sugar Land, Texas 77479
Attention: President
Phone:
Fax:

with copy to:

Ricardo Garcia-Moreno, Esq.
Haynes and Boone, LLP
One Houston Center
1221 McKinney Street, Suite 2100 Houston, TX 77010
Phone (713) 547-2208
Fax: (713) 236-5432

Notice shall, in all events, be effective upon receipt by the addressee except that notice by facsimile electronic transmission shall, if received after 5:00 p.m. or any day which is not a business day, be deemed received on the next following business day. Notwithstanding the foregoing, for purposes of approval of Budgets and contracts requiring the approval of the City, the City shall be deemed to have received the same only upon the City's actual receipt thereof.

12.2 Amendments. This Agreement may be amended only in a written instrument signed by both parties.

12.3 Title and Captions. All articles or section titles or captions in this Agreement are for convenience of reference only. They should not be deemed to be part of this Agreement or to in any way define, limit, extend or describe the scope or intent of any provisions of this Agreement. Except as specifically otherwise provided, reference to "Articles," "Sections," and "Schedules" are to Articles and Sections of and Schedules to this Agreement.

12.4 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

12.5 Right of Ingress and Egress. Operator acknowledges that the City shall have the right to enter the Facility and grant to others the right of ingress and egress to and from the Facility for the purpose of inspection thereof or the conduct of capital improvements and for other purposes. The City agrees to coordinate such entry with Operator so as to minimize interference with scheduled activities at the Facility.

12.6 Intellectual Property Rights.

a. Pursuant to the terms of this Agreement, the Operator has agreed to advertise, promote activities, market and conduct public relations for the Facility. Operator covenants and agrees, subject to the reasonable consent of the City, to develop all intellectual property rights required for the advertisement, promotional activities, marketing and public relations for the Facility, the cost of all of which shall be an Operating Expense. Any and all intellectual property rights including, without limitation, all names and logos for the Facility, shall be the sole and exclusive property of the City, subject to paragraph (ii) below. Operator hereby conveys to the City, without recourse, representation or warranty, any right, title and interest that Operator may have in and to any such intellectual property rights, including, without limitation, all rights of common law, copyrights, rights of copyright renewal, trademarks and trademark rights, and Operator agrees to execute any documentation reasonably required by the City to evidence such transfer.

b. The City hereby grants to Operator a license during the term of this Agreement to use and to grant to others the right to use the intellectual property rights in connection with the advertising, promotional activities, marketing and public relations for the Facility. The City shall, to the extent allowed by law, defend and hold harmless the Operator from and against any claims by third parties asserted against Operator relating to Operator's use of any licenses provided by City, and any costs incurred or suffered by the Operator in connection with the same shall constitute an Operating Expense.

12.7 Severability. Each provision of this Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

12.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, and assigns but this provision shall not be deemed to permit any assignment by a party of any of its rights or obligations under this Agreement except as expressly provided herein.

12.9 Assignment. Operator shall not voluntarily assign or encumber its interest in this Agreement without first obtaining the City's consent, provided, however, that such consent shall not be unreasonably withheld or delayed. Any assignment or encumbrance without the City's consent shall constitute a breach of this Agreement. Further, no such assignment shall release or relieve Operator from any of the obligations of the Operator hereunder, whether arising prior to or after the date of such assignment. The Operator shall, however, have the right without the City's consent, to pledge its rights to receive the fees to be paid to it hereunder to any bank, insurance company, savings association, federal savings bank or other institutional lender providing credit to the Operator or any of its Affiliates. The provisions of this Section shall not prohibit or restrict the Operator from entering into subleases, contracts, concessions or licenses for the operation of any portion of the Facility or of the business conducted in the Facility, subject to the terms of this Agreement.

12.10 Further Action. Each party, within ten (10) days after notice from the other party, shall execute and deliver to the party a certificate stating that this Agreement is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications, and the other party is not, to the best of the party's knowledge, in breach under this Agreement or stating the exact nature of any breach alleged to have occurred.

12.11 Gratuities. It shall be a breach of Operator's obligations hereunder to offer, give, or agree to give any employee or former employee of the City a gratuity or offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of any purchase request, influence in the consent of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to or solicitation of any contract or proposal therefor by Operator from the City.

12.12 No Solicitations. Operator shall not accept any solicitations, requests for services, contributions, gifts, favors, tickets, gratuities or other benefits (collectively, "gratuities"), from any party or any person on behalf of the City who seeks to do or is doing business with the Facility. Operator and any employee of Operator receiving gratuities, the cumulative value of which exceeds \$1,000 in a twelve-month period, from any parties or any person who seek to do or is doing business with the Facility, shall file a report with the Administrator listing the gratuities received along with the name of the persons and/or firms presenting such gratuities. Such report shall be submitted within thirty (30) days of exceeding the cumulative value allowed. To determine the value of a gratuity for reporting purposes where no value is stated, or only nominal value is stated (e.g. ticket face value), the Operator or employee should use the fair market value of the gratuity determined as follows: the price that a willing buyer would pay and a willing seller would accept for the gratuity.

12.13 Entire Agreement; Attorneys' Fees. This Agreement, including the attached exhibits, contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, among the parties with respect to the matters contained in this Agreement and may not be modified or amended except as set forth in this Agreement. The prevailing party in any litigation arising out of this Agreement or relating hereto shall be entitled to recover, in addition to any award made in such dispute, reasonable attorneys' fees and costs incurred by such party in preparing for and participating in such litigation.

12.14 Counterparts. This Agreement may be executed in one or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute but one and the same instrument, binding upon the parties, notwithstanding that all of the parties may not have executed the same counterpart.

12.15 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of Texas. The district courts of Fort Bend County, Texas, shall be the exclusive place of venue for any disputes arising under or with respect to this Agreement.

12.16 Force Majeure. Neither party shall be in default hereunder or liable to the other for failure to perform where such default or failure is the result of acts of God, war, or any other similar cause outside of the reasonable control of the party who asserts that default or failure to perform is excused under this section; provided, that in no event shall the provisions of this section extend to any default or failure to perform due to economic hardship. In the event of a delay in performance excused by the operation of this section, such delay shall only be for the period which the party claiming the delay was actually delayed in the performance of its obligation by the event outside of its reasonable control.

12.17 No Consequential Damages. Under no circumstance shall the City or the Operator be liable to the other party hereto or any third party for any consequential, speculative, indirect, incidental, punitive or other exemplary damages.

12.18 Limitation of Liability. Notwithstanding any contrary provision hereof, the City agrees that no partner, co venturer, employee, agent, director, officer, shareholder, of the

Operator shall be personally liable to the City or anyone claiming by, through or under the City by reason of any breach by the Operator under this Agreement, any obligation of the Operator to the City, or for any amount that may become due to the City by the Operator under the terms of this Agreement or otherwise.

12.19 Personal Services. Bryan Blaum is the President and Principal of FMSquared, L.L.C. Notwithstanding any other provision of this Agreement, Bryan Blaum will be the Operator's principal in charge of all services to be performed by the Operator under the terms of this Agreement. In the event that Bryan Blaum ceases to be materially and substantially involved in the management and operation of the Facility without the prior written approval of the City, then the City may terminate this Agreement.

12.20 Current Management Agreement. The parties acknowledge that the execution or approval of this Agreement shall not affect the parties obligations and rights under the Current Management Agreement, including obligations that expressly survive the expiration of the Current Management Agreement, which the City expressly acknowledges includes its obligation to pay any Base Management Fees and Incentive Fees earned by and payable to the Operator under the Current Management Agreement for the final Fiscal Year of such agreement.

ARTICLE 13. NON-COMPETITION

Operator warrants and represents that as of the effective date hereof that Operator does not, directly or indirectly, own, manage or provide consulting or other management, consulting, marketing or promotions services, whether as a principal, partner, joint venturer, officer, director, member, employee, consultant, agent, independent contractor, or stockholder of any company or business engaged in operating, managing, marketing, promoting or providing consulting services with respect to a public assembly or other convention center or theatre-type facility located within a 100-mile radius of the Facility which competes with the Facility. Further, except as set forth in Section 10.2 or as may be approved by the City (which approval shall not be unreasonably withheld), during the term hereof, Operator agrees that it shall not, directly or indirectly, own, manage or provide consulting or other management, consulting, marketing or promotions services, whether as a principal, partner, joint venturer, officer, director, member, employee, consultant, agent, independent contractor, or stockholder of any company or business engaged in operating, managing, marketing, promoting or providing consulting services with respect to a public assembly or other convention center or theatre-type facility located within a one hundred fifty (150) mile radius of the Facility which competes with the Facility. The foregoing restriction and covenant shall not, however, be deemed breached by Operator's participation as a promoter, sponsor, or co-promoter of events at any facilities within the restricted area if either (i) the same event has been scheduled to appear at the Facility within 12 months of its occurrence at such other facility or (ii) the same event has not been scheduled to appear at the Facility because the participants (i.e., the promoter of the event in question or the principal performer of the event in question) in such event refuse or decline to appear at the Facility (upon request, Operator shall provide the City's Authorized Representative reasonable evidence thereof).

In addition to its rights to terminate this Agreement should Operator breach the provisions of this Article 13, the City may collect from the Operator, as liquidated damages and not as a penalty (a) reimbursement of all actual costs reasonably incurred by the City to replace Operator's management team plus (b) all fees paid to Operator hereunder during the 12-month period immediately preceding such termination.

Operator hereby stipulates and agrees that the foregoing restrictions on Operator are reasonable in light of the services which Operator will render hereunder both in terms of geography and duration. Operator further agrees that the stipulated, liquidated damages set forth in the preceding paragraph hereof are reasonable due to the uncertainty to the City of the amount of damages the City will actually incur should Operator breach such provisions, Operator hereby stipulating and agreeing the City will actually incur damages in such event.

ARTICLE 14.
CONFLICTS OF INTEREST

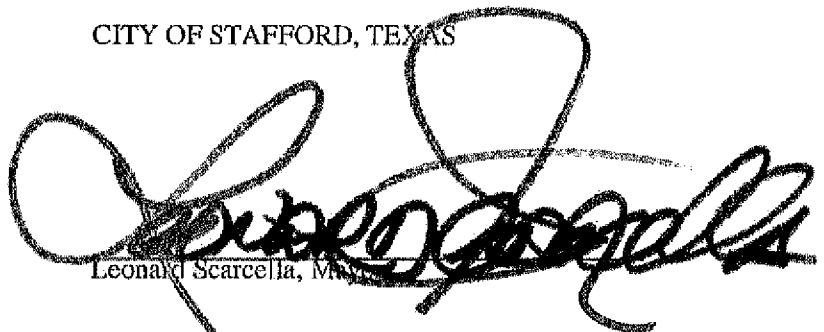
14.1 Operator acknowledges that it has received a copy of City of Stafford Ordinance No. 768, adopted on March 5, 2003, relating to the City's conflicts of interest policy (the "Policy"). Pursuant to the requirements of the Policy, Operator shall fully disclose to the City any conflicts of interest, as defined under the Policy, that may influence the performance of the services to be provided to the City under this Agreement.

The undersigned have executed this Management Services Agreement for Stafford Centre between the City of Stafford, Texas and FMSquared, L.L.C. on May ~~4~~¹¹, 2016.

ATTEST:


CITY OF STAFFORD, TEXAS



Tomika R. Lewis, City Secretary


Leonard Scarcella, Mayor

ATTEST:

FMSQUARED, L.L.C., a Texas
Limited Liability Corporation

By: 
Printed Name: NICI BROWE
Title: ASST. CITY SECRETARY

By: 
Name: Bryan Blaum
Title: President

ANNEX A

Online Survey



Please take our quick and easy survey.

1) What type of event did you attend?

- ☐ Private Social Event (such as: Wedding Reception or Birthday Dinner)
- ☐ Concert, Play, or Dance Performance
- ☐ Public Banquet (such as: Fundraiser Banquet or Fashion Show)
- ☐ Business Meeting
- ☐ Graduation
- ☐ Consumer Market (such as Sugar Plum Market, Gun Show, Bead Show, etc)
- ☐ Sporting Event
- ☐ Festival

2) How would you rate the overall appearance of the Stafford Centre?

- ☐ Extremely Satisfied
- ☐ Quite Satisfied
- ☐ Somewhat Satisfied
- ☐ Somewhat Dissatisfied
- ☐ Extremely Dissatisfied

3) How would you rate the staff at the Stafford Centre?

- ☐ Extremely Satisfied
- ☐ Quite Satisfied
- ☐ Somewhat Satisfied
- ☐ Somewhat Dissatisfied
- ☐ Extremely Dissatisfied
- ☐ I had no interaction with the staff

4) How would you rate the parking and ingress/egress at Stafford Centre?

- ☐ Extremely Satisfied
- ☐ Quite Satisfied
- ☐ Somewhat Satisfied
- ☐ Somewhat Dissatisfied
- ☐ Extremely Dissatisfied

5) If you purchased tickets through the Stafford Centre box office or staffordcentre.com (not a secondary ticket seller), how would you rate that experience?

- ☐ Extremely Satisfied
- ☐ Quite Satisfied
- ☐ Somewhat Satisfied
- ☐ Somewhat Dissatisfied
- ☐ Extremely Dissatisfied

6) Please rate your overall experience at Stafford Centre.

- ☐ Extremely Satisfied
- ☐ Quite Satisfied
- ☐ Somewhat Satisfied
- ☐ Somewhat Dissatisfied
- ☐ Extremely Dissatisfied

7) Do you have any additional comments or suggestions?

CITY COUNCIL MINUTES

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF STAFFORD, TEXAS
WEDNESDAY, AUGUST 16, 2023

On the 16th day of August, 2023, at 6:30 p.m., the City Council of Stafford, Texas met in regular session in the Council Chambers. Mayor Mathew called the meeting to order. The following members of City Council were present: Mayor Ken Mathew, Mayor Pro Tem Xavier Herrera (left at 12:23 a.m.), and Council Members Alice Chen, William K. Bostic Jr., Virginia Rosas, Tim Wood, and Christopher Caldwell (left at 12:21 a.m.). Absent: None. The following City Staff were present: City Secretary Roxanne Benitez, Chief of Police Richard Ramirez, Director of Public Works/Development Services Jose Pastrana, Director of Recreation Susan Ricks, Code Compliance Administrator Scott McElrath, City Attorney Art Pertile, and Olson and Olson Attorney Mary Ann Powell.

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER.

Mayor Mathew called the meeting to order at 6:30 p.m.

2. Executive session as authorized by Chapter 551, Texas Government Code, Section 551.071(1)(A), pending or contemplated litigation; Section 551.071(2), authorized under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas. Professional Conduct of the State Bar of Texas, Section 551.074 (1), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

The City Council reconvened at 7:01 p.m.

3. Pledges of Allegiance.

Council Member Wood led the pledge to the United States flag. Mayor Pro Tem Herrera led the pledge to the Texas flag.

4. Consideration of appropriate action on items discussed in Executive Session.

No action was taken.

5. Public Comments on items on the agenda.

Public Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, asked a question relating to an item not listed on the agenda.

- Wen Guerra, who lives at 2402 Duchess Way, spoke on items not listed on the agenda.

6. (a) Discussion of management service agreement with FMSquared, LLC for the Stafford Centre.

Bryan Blaum, President of FMSquared, LLC provided a history of the Stafford Centre as well as the history of FMSquared, LLC.

City Council and Mr. Blaum discussed the following:

- Stafford Centre revenues and expenditures.
- Stafford Centre fees.
- Service Agreement renewal with FMSquared, LLC.
- Insurance benefits for FMSquared employees.
- Transitioning the bookkeeping from outsourcing to the City's Finance Department.
- Ripple effects of Stafford Centre events: hotel stays and sales tax revenue increases from shopping and restaurant visits.

(b) Public Comments on item (a).

Public Comments were received from the following:

- Randy Krahn, who lives at 13119 Frances Street, advised that Mr. Blaum's proposal for renewal had been submitted and added that submitting requests for proposals could cost the City more money with less services.
- Damon Leonetti, who lives at 3327 Country Club Boulevard, advised that Mr. Blaum had been an asset to the community and a professional.
- Wen Guerra, who lives at 2402 Duchess Way and the SEDC President, advised that Mr. Blaum was very professional, with a lot of experience, and had done a great job. He also added that Mr. Blaum should have been taken care of.
- Ray Thomas, who lives at 614 Go Man Go Drive, advised that the City did not monitor the contract timely and suggested that Council advise now if they do not plan on renewing the contract instead of waiting for another two years.

(c) Consideration of appropriate action on item (a).

Council Member Rosas made a motion to approve the management services agreement with FMSquared, LLC, and Mayor Pro Tem Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Bostic,

Rosas, Wood, and Caldwell voted “Aye”. “Nay” – Council Member Chen. Motion carried 6-1.

Council Member Rosas exited the meeting at 8:08 p.m.

7. (a) Discussion of a Resolution regarding Appointments to the Planning and Zoning Commission.

Mayor Mathew recommended Cliff Cowperthwait, Kenneth Grant, and Greg Holtzapple to the Planning and Zoning Commission.

Council Member Rosas entered the meeting at 8:09 p.m.

Council Member Rosas advised that two Hispanics were recently removed and added that she was disappointed that one of the recommendations was not Hispanic.

Mayor Mathew advised that he did not look at race, he looked at qualifications and contributions.

Council Member Bostic commended Mayor Mathew on his appointments.

(b) Public Comments on item (a).

Public Comments were received from the following:

- Kenneth Grant, who lives at 12907 Taylor Lane, provided his history with the City of Stafford, including attending Stafford schools.
- Clint Mendonca, who lives at 12343 Fern Meadow Drive, asked if the appointments would fill all vacancies on the Planning and Zoning Commission. Mayor Mathew confirmed that the appointments would fill the vacancies.

(c) Consideration of appropriate action on item (a).

Council Member Bostic made a motion to approve Mayor Mathew’s recommendations to appoint Cliff Cowperthwait, Kenneth Grant, and Greg Holtzapple to the Planning and Zoning Commission, and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – none. Motion carried 7-0.

Council Member Caldwell exited the meeting at 8:18 p.m.

8. (a) Discussion of a Resolution regarding Appointments to the Stafford Economic Development Corporation (SEDC).

Council Member Caldwell entered the meeting at 8:20 p.m.

Mayor Mathew advised that he recommended re-appointment of the current SEDC Directors with ending terms. He also advised that all current SEDC Directors advised that they wished to continue to serve.

At this time, Council Member Rosas made a motion to allow each candidate to speak for two minutes, and Council Member Chen seconded the motion.

After a brief discussion, the motion was withdrawn.

Council Member Chen made a subsequent motion to allow each candidate to speak for three minutes, and Mayor Pro Tem Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – none. Motion carried 7-0.

The following candidates and/or SEDC Directors spoke:

- Wen Guerra, SEDC President, spoke on behalf of the current SEDC Board of Directors as well as provided some history on SEDC’s contributions to the City.
- Ken Mathew, SEDC Vice-President, provided his educational and professional background. He also provided his experience with the City of Stafford.
- William K. Bostic Jr., the newest SEDC Board of Director, recommended that the current Board of Directors remain as they were working with the City. He also provided his professional background and involvement with the City.
- Damon Leonetti, SEDC Board of Director, provided his professional background and involvement with the City. He commended the SEDC Board of Directors. He also commended City Attorney Pertile, Chief Financial Officer Alka Shah, and other department heads.
- Lawrence Vaccaro, SEDC Board of Director, advised that he had lived in the City for eighty-one years. He provided his personal and work experience with the City of Stafford.
- Randy Krahn, SEDC Board of Director, advised that he had lived in the City for almost fifty years. He provided a history of the City and Fort Bend County. He commended the SEDC Board of Directors. Mr. Krahn provided his work history. He advised that the SEDC was an advisory board.
- Gwen Goodwin, SEDC Board Treasurer, advised that she had served on the SEDC for over two decades. She provided her educational and professional background. Ms. Goodwin advised that one of her main goals was landscaping and beautifying the City.
- A.J. Honore, a candidate for the SEDC Board of Directors, provided his skills and history with the City. He also provided his personal and professional background.

- Mayor Pro Tem Herrera read Alicia Lacy-Castille's resume, providing her educational and professional background to the audience as she was unable to attend.

Council Member Wood exited the meeting at 8:49 p.m.

Council Member Wood entered the meeting at 8:51 p.m.

Council Member Rosas exited the meeting at 8:52 p.m.

Council Member Wood thanked all the candidates who came to the meeting and spoke.

Council Member Caldwell advised that the City was very fortunate to have several individuals interested in serving and were willing to work.

Mayor Pro Tem Herrera advised that there were very many qualified candidates in the City. He also advised that discussions needed to be held to allow residents interested in serving the opportunity.

Council Member Rosas entered the meeting at 8:54 p.m.

(b) Public Comments on item (a).

None.

(c) Consideration of appropriate action on item (a).

Mayor Pro Tem Herrera made a motion to appoint the following slate for the Stafford Economic Development Corporation Board of Directors:

- Ken Mathew – with term expiring in 2024.
- William Bostic Jr – with term expiring in 2025.
- Gwen Goodwin – with term expiring in 2025.
- Randy Krahn – with term expiring in 2025.
- Damon Leonetti – with term expiring in 2025.
- Lawrence Vaccaro – with term expiring in 2024.
- Alicia Lacy Castille – with term expiring in 2024.

The motion was not seconded, therefore the motion died.

At this time Council Member Bostic made a motion to re-appoint Gwen Goodwin, Damon Leonetti, Randy Krahn, and William K. Bostic (himself) each for a two-year term, and Mayor Mathew seconded the motion.

After a brief discussion, Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted "Aye". "Nay" – none. Motion carried 7-0.

9. (a) Discussion regarding contracts with the Stafford Municipal School District (SMSD) for 2022 and 2023.

Council Member Wood advised that he asked for this item to be placed on the agenda. He provided history on the City's relationship with SMSD.

Chief of Police Richard Ramirez provided a history of the Police Department's relationship with SMSD in reference to school resource officers. He also spoke on previous interlocal agreements with SMSD.

Chief Ramirez provided a proposed interlocal agreement with SMSD that would take effect on September 1, 2023.

Council Member Bostic exited the meeting at 9:35 p.m.

Council Member Bostic entered the meeting at 9:37 p.m.

Council Member Caldwell advised that historically there were no written interlocal agreements.

Council Member Rosas asked City Attorney Art Pertile if the City was obligated to provide law enforcement services to SMSD. Mr. Pertile confirmed that the City was obligated to provide those services to SMSD.

The City Council and City Attorney Pertile discussed previous relationships with SMSD as well as previous actions by former City Councils and former SMSD Board Trustees.

Council Member Rosas suggested that training be included in the interlocal agreement as school resource officers were required to attend additional training.

(b) Public Comments on item (a).

Public Comments were received from the following:

- Wen Guerra, who lives at 2402 Duchess Way, suggested that the City Council move forward with the agreement. He also suggested that training be provided for the school resource officers.

(c) Consideration of appropriate action on item (a).

Council Member Wood motioned to adopt the agreement for the school's fiscal year of 2023-2024, and Mayor Pro Tem Herrera seconded the motion.

After discussion, Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted "Aye". "Nay" – none. Motion carried 7-0.

- 10.(a) Discussion of Resolution approving an Interlocal Agreement with the Stafford Municipal School District for Law Enforcement Services provided from September 1, 2022 and August 31, 2023, and allowing the Mayor to execute.

Council Member Wood advised that he requested that this item be placed on the agenda as there was never a signed agreement. He advised that the proposed agreement was for the salary and benefits for two school resource officers.

Council Member Caldwell commended SMSD President Manuel Hinojosa for working with Council Member Wood on this agenda item.

SMSD Board President Hinojosa spoke on the history of the City's relationship with SMSD.

Mayor Pro Tem Herrera exited the meeting at 10:25 p.m.

(b) Public Comments on item (a).

None.

(c) Consideration of appropriate action on item (a).

Mayor Pro Tem Herrera entered the meeting at 10:40 p.m.

No action was taken.

At this time, Mayor Pro Tem Herrera motioned to take agenda item 16 out of order after agenda item 11, and Council Member Rosas seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted "Aye". "Nay" – none. Motion carried 7-0.

Council Member Wood made a subsequent motion to extend the meeting to 12:00 a.m., and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Wood, and Caldwell voted "Aye". "Nay" – Council Member Rosas. Motion carried 6-1.

Council Member Caldwell exited the meeting at 10:44 p.m.

11.(a) Discussion regarding instituting term limits for the Planning and Zoning Commission and Stafford Economic Development Corporation (SEDC).

Council Member Bostic asked to place this item on the agenda and suggested that there be term limits for the Planning and Zoning Commission and Stafford Economic Development Corporation Board of Directors. He also suggested that the term limits be similar to what was set for City Council.

(b) Public Comments on item (a).

Public Comments were received from the following:

- Lana Hoelsing, who lives at 327 N. Esplanade Lane, advised that it is important to have new blood on the board, but if everyone is new, with no longtime members, the commission will not know what to do.

Council Member Caldwell entered the meeting at 10:48 p.m.

- Cliff Cowperthwait, who lives at 111 Squires Bend, suggested that term limits not be created. He advised that term limits do not work.
- Jaqueline Hoyer, who lives at 203 S. Esplanade Way, asked if there would be staggered terms. Council Member Bostic confirmed that the terms would be staggered.
- Gwendolyn Goodwin, who lives at 739 S. Marathon Way, advised that she received training when she was appointed to the SEDC Board of Directors. She suggested that new member training and leadership training be provided.

(c) Consideration of appropriate action on item (a).

Council Member Bostic made a motion to institute four consecutive term limits for the members of the Planning and Zoning Commission and Stafford Economic Development Corporation Board of Directors, and Mayor Pro Tem Herrera seconded the motion.

City Attorney Art Pertile advised that if the agenda item was approved, further action would need to be taken in which an ordinance would be presented at a future meeting to amend the terms for the Planning and Zoning Commission. He also advised that, if approved, the incorporation papers for the Stafford Economic Development Corporation would need to be amended.

After a brief discussion, Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – none. Motion carried 7-0.

12.(a) Discussion regarding implementing permit fees for short-term rentals / Airbnb.

Council Member Bostic provided a PowerPoint presentation regarding short-term rental permits.

Council Member Bostic answered questions from Council Members.

Council Member Wood exited the meeting at 11:08 p.m.

Mayor Pro Tem Herrera exited the meeting at 11:09 p.m.

Council Member Wood entered the meeting at 11:11 p.m.

Council Member Wood exited the meeting at 11:12 p.m.

Code Compliance Administrator Scott McElrath spoke on the City’s history regarding rental registrations, zoning, health inspections, animal control, and code enforcement.

Council Member Wood entered the meeting at 11:17 p.m.

Mayor Pro Tem Herrera entered the meeting at 11:17 p.m.

Mr. McElrath answered questions from the Council Members. Mr. McElrath spoke on departmental issues they were currently facing such as a lack of technology.

(b) Public Comments on item (a).

Public Comments were received from the following:

- Wen Guerra, who lives at 2402 Duchess Way, advised that he owned several properties and complied with the City's regulations. He also advised of several rental properties that were not in compliance.
- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke in regard to software issues the Development Services department was facing.

(c) Consideration of appropriate action on item (a).

No action was taken.

13. (a) Discussion regarding fiscal impact if a quarter of a penny is transferred from the Stafford Economic Development Corporation (SEDC) to fiscally fund the Police and Fire Departments.

Council Member Rosas requested that this item be placed on the agenda. She advised that the Council previously discussed keeping SEDC but transferring a quarter of a penny from the sales tax and place it in a fund for the Police and Fire Departments. Council Member Rosas also advised that if approved by the City Council, the item would need to be placed on a ballot.

Mayor Mathew suggested that the item go to the SEDC for discussion. He asked the SEDC President to speak.

SEDC President Wen Guerra spoke on the consequences of taking funds that were allocated for the SEDC.

At this time, Mayor Pro Tem Herrera made a motion to extend the meeting to 12:30 a.m., and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, and Wood voted "Aye". "Nay" – Council Members Rosas and Caldwell. Motion carried 5-2.

City Attorney Pertile answered questions from the City Council regarding how the Council could use SEDC funds without going before the voters.

(b) Public Comments on item (a).

Public Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, advised that if was given the option to lower the taxes in one area and raise taxes in another area, he and most people would vote no on raising taxes, and added that the City would be stuck.

- A.J. Honore, who lives at 162 Kingsway Drive, advised that permissible actions were not always beneficial.
- Wen Guerra, who lives at 2402 Duchess Way, spoke on items not listed on the agenda.
- Randy Krahm, who lives at 13119 Frances Street, advised that there were already funds transferred from the SEDC to the City for various personnel. He suggested that the City be very cautious.

(c) Consideration of appropriate action on item (a).

No action was taken.

16. (a) Discussion of standards and protocols for Committees.

Council Member Rosas and Council Member Caldwell advised that they would like a one-sheet form from proposed committee members with their qualifications or interests listed.

(b) Public Comments on item (a).

None.

(c) Consideration of appropriate action on item (a).

No action was taken.

14. (a) Discussion regarding City Directors providing memos for agenda items requested by Council Members.

Council Member Rosas advised that she requested the item on the agenda, so that City Directors could provide information in the Council packets.

At this time, Mayor Pro Tem Herrera made a motion to extend the meeting to 12:45 a.m., and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, and Wood voted “Aye”. “Nay” – Council Members Rosas and Caldwell. Motion carried 5-2.

The City Council and City Attorney Art Pertile discussed protocols between Council Members and City Directors.

(b) Public Comments on item (a).

None.

(c) Consideration of appropriate action on item (a).

No action was taken.

15. (a) Discussion regarding the assessment of sales tax on telecommunications and energy services.

Council Member Rosas advised that she requested the item and added that it was previously requested by former Council Member Honore.

Council Member Chen asked A.J. Honore to speak on his findings regarding telecommunications and energy services. Mr. Honore advised that when he researched it years ago, telecommunications and energy services sales tax was about a million dollars per year and added that it was much higher now.

(b) Public Comments on item (a).

Public Comments were received from the following:

- A.J. Honore, who lives at 162 Kingsway Drive, advised that, if approved, the anticipated funds could be included in the proposed budget.

(c) Consideration of appropriate action on item (a).

No action was taken.

17.(a) Presentation by Mayor Mathew of Budget Message for Fiscal Year 2023-2024.

Mayor Mathew advised that he would deliver his budget message at the Special Called City Council meeting on August 22, 2023 at 2:00 p.m.

(b) Public Comments on item (a).

None.

(c) Consideration of appropriate action on item (a).

No action was taken.

18. Council Reports.

Council Member Bostic

- Advised that a Back-to-School bash would be held on August 19 in Missouri City.
- Advised that a Safety for Everyone awareness event, presented by Fort Bend County Sheriff Fagan, would be held on August 24, from 7:00 p.m. to 8:00 p.m. at the Stafford Municipal Court.
- Advised on current weather conditions.

Council Member Chen

- Advised that Mayor Mathew and herself visited Satake USA, a long-time business in Stafford.
- Advised that the Party on the Plaza was wonderful, provided a video, and thanked the videographer, Randall Williams, for his assistance.

Council Member Wood

- Congratulated parents, teachers, and administrators.
- Commended the SMSD Board of Trustees.

- Commended Chief Ramirez and the Police Department for keeping them safe.
- Advised on hurricane season and encouraged everyone to stay safe.

Council Member Rosas

- Advised that August 21 was National Senior Citizen Day.
- Advised that August 26 was National Dog Day.
- Advised that on August 18, the Fort Bend Epicenter would hold their grand opening.

- 19.(a) Consent Agenda (Items i.-vii.). Any item tagged will be discussed and considered at the conclusion of this item or at the next regular City Council Meeting; any item approved will include payment of expenses.
- (i.) Training request by Fire Chief Larry Di Camillo for M. Cigala to attend a Law Enforcement Training Course, in the amount of \$730.00.
 - (ii.) Resolution amending Resolution 29-23 regarding contributions to employee's health savings account.
 - (iii.) Resolution amending Resolution 98-16 regarding the Parks Committee.
 - (iv.) Request by the Fort Bend County Fair to advertise on the electronic billboards located in Stafford comparable to previous years.
 - (v.) Training request by Director of Human Resources Shanell Garcia for C. Escobar to attend virtual training on the Family Medical Leave Act (FMLA), in the amount of \$199.00.
 - (vi.) Training request by Code Enforcement Administrator Scott McElrath for R. Hernandez to attend the Advanced Animal Control Officer Training Course, in the amount of \$646.00.
 - (vii.) Resolutions approving contracts for use of the Stafford Swimming Pool with the Fort Bend Independent School District and Synchronized Swim Team.

Council Member Rosas asked that item (i.) be pulled for discussion.

At this time, Council Member Bostic made a motion to extend the meeting to 1:00 a.m., and Council Member Chen seconded the motion. Mayor Mathew, and Council Members Chen, Bostic, and Wood voted "Aye". "Nay" – Council Member Rosas. Motion carried 4-1.

Council Member Chen asked Director of Recreation Susan Ricks some questions regarding item (vii.). Ms. Ricks responded to her questions.

Council Member Rosas advised that she had spoken with the Fire Chief and he advised that they were still waiting on the tuition reimbursement policy.

(b) Public Comments on item (a).

None.

(c) Consideration of appropriate action on items (i.-vii.).

Council Member Rosas made a motion to approve all items on the Consent Agenda, except for item (i.), and Council Member Chen seconded the motion.

Mayor Mathew, and Council Members Chen, Bostic, Rosas, and Wood voted “Aye”. “Nay” – none. Motion carried 5-0.

20. (a) Approval of Minutes from the July 26, 2023 Joint Workshop with SMSD.

(b) Approval of Minutes from the August 2, 2023 Regular City Council Meeting.

No discussion was held.

(c) Public Comments on items (a)-(b).

None.

(d) Consideration of appropriate action on items (a)-(b).

Council Member Chen made a motion to approve the minutes for the July 26, 2023 Joint Workshop with SMSD and August 2, 2023 Regular City Council meeting, as presented, and Council Member Bostic seconded the motion. Mayor Mathew, and Council Members Chen, Bostic, Rosas, and Wood voted “Aye”. “Nay” – none. Motion carried 5-0.

21. Council Member requests for future agenda items.

None.

22. Adjournment.

Without objection, the meeting was adjourned at 12:48 a.m.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor

DIVIDER PAGE

MINUTES
SPECIAL JOINT WORKSHOP – STAFFORD CITY COUNCIL AND
STAFFORD MUNICIPAL SCHOOL DISTRICT BOARD OF TRUSTEES
THURSDAY, AUGUST 17, 2023

On the 17th day of August, 2023, at 7:00 p.m., the City Council of Stafford, Texas and Board of Trustees of the Stafford Municipal School District (SMSD) met in the Board Room of the Scarcella Administration Building in said City. In addition to the Council and Trustees listed below, the following City and SMSD Staff were present: City Secretary Roxanne Benitez and Executive Assistant/Board Coordinator Sonya M. Austin.

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. Call to Order.

President Hinojosa called the meeting to order for the SMSD Board at 7:00 p.m.

Mayor Mathew called the meeting to order for the City Council at 7:00 p.m.

2. Announcement by the Board President and Mayor whether a quorum is present, that the meeting has been duly called and notice of the meeting has been posted for the time and manner required by law.

President Hinojosa announced that there was a quorum of SMSD Board of Trustees present. The following were in attendance:

- President Manuel Hinojosa
- Vice-President Ash Hamirani
- Secretary Jacqueline Jean-Baptiste (arrived at 7:10 p.m., left at 10:10 p.m.)
- Trustee Dawn Reichling
- Trustee Patricia Soza-Montelongo
- Trustee Suzette Thompson
- Trustee Adam Sanchez

Mayor Mathew announced that there was a quorum of City Council present. The following were in attendance:

- Mayor Ken Mathew
- Council Member Alice Chen
- Council Member William K. Bostic
- Council Member Virginia Rosas
- Council Member Tim Wood
- Council Member Christopher Caldwell

3. Invocation and Pledge.

President Hinojosa gave the invocation. Council Member Rosas led the pledge to the United States flag.

4. Public Comments on Agenda Items.

None.

5. Presentation by Chief Financial Officer Christina Ordonez-Campos regarding Fiscal Year 2023-2024 SMSD budget and tax rates.

Patrick Simmons, with Whitley Penn, provided a presentation on the results of the SMSD efficiency audit. Mr. Simmons answered questions from the City Council and Board Trustees.

Clarence Grier, with RBC Capital Markets, provided a presentation regarding SMSD's outstanding debt profile.

Vice-President Hamirani exited the meeting at 7:55 p.m.

Vice-President Hamirani entered the meeting at 7:56 p.m.

Trustee Sanchez exited the meeting at 8:03 p.m.

Trustee Sanchez entered the meeting at 8:06 p.m.

Mr. Grier answered questions from City Council.

Dr. Jesus Amezcua, Financial Consultant, spoke regarding SMSD's proposed budget for fiscal year 2023-2024.

Council Member Rosas exited the meeting at 8:33 p.m.

Council Member Rosas entered the meeting at 8:34 p.m.

SMSD Superintendent Dr. Robert Bostic answered questions from City Council and Board Trustees regarding the proposed budget.

Council Member Caldwell exited the meeting at 8:39 p.m.

Council Member Caldwell entered the meeting at 8:41 p.m.

Marcus Deitz and Clarence Grier, with RBC Capital Markets, answered questions from Board Trustees.

The meeting recessed from 9:11 p.m. to 9:22 p.m.

Council Member Rosas asked Stafford Police Chief Richard Ramirez to speak regarding the proposed agreement with SMSD for school resource officers. Chief Ramirez spoke on City Council's discussion regarding the proposed agreement and added that the Council requested one revision in that SMSD pay for half of the required training costs for two school resource officers and himself.

Council Member Caldwell entered the meeting at 9:23 p.m.

Mayor Mathew entered the meeting at 9:25 p.m.

SMSD Chief Financial Officer Christina Ordonez-Campos, Board Trustees, and City Council discussed past and future interlocal agreements for school resource officers (SRO) as well as funds allocated for SROs.

J.P. Grom, with Lockwood Andrews & Newnam (LAN), provided a PowerPoint presentation regarding various proposed school projects.

SMSD Chief Financial Officer Christina Ordonez-Campos spoke regarding the SMSD preliminary draft budget for Fiscal Year 2023-2024. She also spoke on the proposed tax rate versus the proposed voter approved tax rate election (VATRE) rate.

President Hinojosa exited the meeting at 10:00 p.m.

President Hinojosa entered the meeting at 10:01 p.m.

Chief Financial Officer Christina Ordonez-Campos answered questions from the City Council and Board Trustees.

Mayor Mathew exited the meeting at 10:19 p.m.

Mayor Mathew entered the meeting at 10:20 p.m.

The City Council discussed the proposed budget rates.

6. Adjournment.

Trustee Soza-Montelongo motioned to adjourn the meeting at 10:32 p.m., and Trustee Thompson seconded the motion. President Hinojosa, Vice-President Hamirani, and Trustees Soza-Montelongo, Thompson, Reichling, and Sanchez voted “Aye”. “Nay” – none. Motion carried 6-0.

Council Member Chen motioned to adjourn the meeting at 10:32 p.m., and Mayor Mathew seconded the motion. Mayor Mathew, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – none. Motion carried 6-0.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor