



CITY OF STAFFORD

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

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday, April 1, 2026, 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, and Section 551.074 (1).

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.
6. (a) Consent Agenda (Items i.-iv.). 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 the period ending February 28, 2026.
 - (ii.) Resolution approving the service agreement with Etix for ticketing sales at the Stafford Centre.
 - (iii.) Resolution approving the service agreement with Gillen Pest Control for pest control services.
 - (iv.) Request from Fire Chief Magana for a budget transfer of \$5,800.00 for drone software services.
- (b) Public Comments on item (a).
- (c) Possible Consideration of appropriate action on items (i.-iv.).

COUNCILMEMBERS
WILLIAM BOSTIC JR
ALICE CHEN
XAVIER HERRERA

MAYOR
KEN MATHEW

COUNCILMEMBERS
TIM WOOD
VIRGINIA ROSAS
WEN GUERRA

7. Recognition Presentation to North American University. (Mathew)
8. (a) Discussion of a Resolution approving creation of a project for the Stafford Economic Development Corporation (SEDC) for improvements for the Stafford Centre.
(b) Public Hearing.
(c) Possible Consideration of appropriate action on item (a).
9. (a) Discussion regarding reclassification requests for the Public Works Department.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
10. (a) Discussion regarding the resolution and agreement with Clear Channel Outdoor, LLC. (Rosas)
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
11. (a) Discussion regarding removal of sound barrier walls on Highway 90A. (Guerra)
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
12. (a) Discussion regarding holding a town hall meeting to discuss the Stafford Civic Center. (Guerra)
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
13. (a) Approval of Minutes from the March 18, 2026 Regular City Council Meeting.
(b) Public Comments on item (a).
(c) Possible 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.

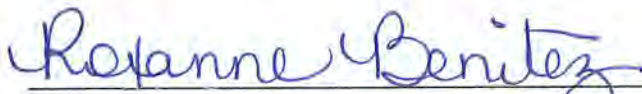
(5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and

(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. Council Member requests for future agenda items.

16. Adjournment.

I CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA WAS POSTED ON THE BULLETIN BOARD OF THE STAFFORD CITY HALL ON MARCH 25, 2026.

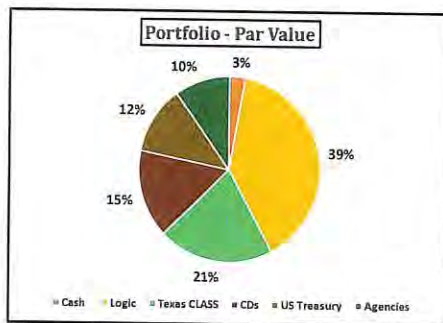


Roxanne Benitez, TRMC, MMC, CPM, CMCC
City Secretary

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.

CONSENT AGENDA

CITY OF STAFFORD
SUMMARY OF PORTFOLIO
FOR THE PERIOD ENDING FEBRUARY, 2026



Portfolio	Weighted Average Maturity	Weighted Average Yield	Par Value	Book Value	Market Value
Cash	1	2.58	1,398,570	1,398,570	1,398,570
Logic	1	3.81	19,768,087	19,768,087	19,768,087
Texas CLASS	1	3.80	10,348,342	10,348,342	10,348,342
CDs	518	3.94	7,757,000	7,757,000	7,752,869
US Treasury	645	4.13	6,000,000	5,998,269	6,006,960
Agencies	710	3.98	5,000,000	5,000,000	5,002,540
Total	228	3.85	50,271,998	50,270,267	50,277,367

Total Weighted Average Maturity in Days 228
Total Weighted Average Yield to Maturity 3.85
Longest Maturity of Open Investment in Days 733

Benchmark Yield	
3 month T Bill	3.56%
6 month T Bill	3.48%

Investment Activity during the month:

	Book	Market
Beginning Total Portfolio Value	49,880,330	49,900,072
CDs Purchased	494,000	494,000
CDs Matured	-	-
Agencies Purchased	2,500,000	2,500,000
Agencies Matured/called in	-	-
Treasury Purchased	-	-
Net Change in Pool (LOGIC)	(2,169,506)	(2,169,506)
Net Change in Pool (Texas CLASS)	30,129	30,129
Change in Market Value	-	(12,641)
Net Change in Cash	(464,383)	(464,383)
Amortization - Treasury Bills	(304)	(304)
Accrued Interest Receivable	187,982	
Ending Total Portfolio Value with Accrued Interest	50,458,248	50,277,367

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

Ken Mathew, Mayor

CITY OF STAFFORD
CD, TREASURY BILL & AGENCY DETAIL
FOR THE PERIOD ENDING FEBRUARY, 2026

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
FPCB	PHN Financial	500,000	3133EREV9	05/15/24	05/15/26	730	100.00	4.88	500,000	500,000	501,625	500,000	501,030
FHLB	Hiltop Sec.	500,000	3130B3S53	11/19/24	11/19/26	730	100.00	4.25	500,000	500,000	502,385	500,000	501,935
FHLB	PHN Financial	500,000	3130B4GPO	01/08/25	01/08/27	730	100.00	4.38	500,000	500,000	500,010	500,000	499,775
FHLB	Hiltop Sec.	500,000	3130B6LA2	06/09/25	06/09/27	730	100.00	4.18	500,000	500,000	500,810	500,000	500,420
FPCB	Hiltop Sec.	500,000	3133ET3S4	12/09/25	12/09/27	730	100.00	3.73	500,000	500,000	499,720	500,000	500,075
FPCB	Hiltop Sec.	500,000	3133EWCY4	02/11/26	02/11/28	730	100.00	3.57	500,000	-	-	500,000	499,365
FHLB	PHN Financial	500,000	3130B9KP6	02/25/26	02/11/28	716	100.00	3.75	500,000	-	-	500,000	499,980
FHLB	Multi Bank	500,000	3130B9PL8	02/25/26	02/25/28	730	100.00	3.75	500,000	-	-	500,000	500,000
FNMA	Multi Bank	500,000	3136GCNQ4	02/25/26	02/25/28	730	100.00	3.65	500,000	-	-	500,000	499,970
FAMCA	Multi Bank	500,000	3142BJBY2	02/26/26	08/26/27	546	100.00	3.63	500,000	-	-	500,000	499,990
Total Agencies		5,000,000			WAM:	710	WAY:	3.98	5,000,000	2,500,000	2,504,350	5,000,000	5,002,540
UST	Hiltop Sec.	2,000,000	91282CKS9	10/30/24	05/31/26	578	101.04	4.88	2,022,500	2,004,737	2,007,100	2,003,553	2,005,440
UST	Hiltop Sec.	4,000,000	91282CLH2	10/22/24	08/31/26	678	99.16	3.75	3,980,625	3,993,835	4,002,640	3,994,716	4,001,520
Total Treasury Bills		6,000,000			WAM:	645	WAY:	4.13	6,003,125	5,998,572	6,009,740	5,998,269	6,006,960
CD	FIRST FINANCIAL	248,000	32021MGH6	06/11/24	06/11/26	730	100	4.90	248,000	248,000	249,063	248,000	248,853
CD	SAN FRANCISCO	230,000	79772FAJ5	11/27/24	11/27/26	730	100	4.25	230,000	230,000	230,926	230,000	230,876
CD	AMERICAN EXPRESS	244,000	02589AGH9	02/12/25	02/12/27	730	100	4.20	244,000	244,000	245,205	244,000	241,537
CD	GOLDMAN SACHS	244,000	38150VR43	03/11/25	03/11/27	730	100	4.30	244,000	244,000	245,765	244,000	245,203
CD	UBS	231,000	90355GVH6	04/23/25	04/23/27	730	100	3.95	231,000	231,000	231,864	231,000	231,336
CD	BMW BANK OF NORTH AMERICA	231,000	05612LEN8	04/25/25	04/26/27	731	100	3.95	231,000	231,000	231,876	231,000	231,347
CD	SOUTHPOINT	249,000	84464PCD7	04/29/25	04/29/27	730	100	4.00	249,000	249,000	250,099	249,000	249,535
CD	MY COMMUNITY	240,000	62848NAR5	04/30/25	04/30/26	365	100	4.00	240,000	240,000	240,149	240,000	240,103
CD	WESTERN ALLIANCE	245,000	95763PXF3	04/30/25	10/30/26	548	100	4.00	245,000	245,000	245,503	245,000	245,485
CD	UNITED FIDELITY	245,000	910286JH7	05/23/25	08/24/26	458	100	4.20	245,000	245,000	245,609	245,000	245,539
CD	STEARNS BANK NA	245,000	8578942J7	05/23/25	07/23/26	426	100	4.10	245,000	245,000	245,380	245,000	245,348
CD	BANK OF NEW YORK	235,000	06405VJK6	06/17/25	06/17/26	365	100	4.30	235,000	235,000	235,380	235,000	235,309
CD	MAPLEMARK	235,000	565402BA1	06/17/25	06/17/26	365	100	4.30	235,000	235,000	235,380	235,000	235,309
CD	BANK OF CHINA/NEW YORK	235,000	06428F6M4	06/18/25	06/08/26	355	100	4.30	235,000	235,000	235,356	235,000	235,285
CD	ENTERPRISE	235,000	29367SMH4	06/18/25	06/18/26	365	100	4.30	235,000	235,000	235,383	235,000	235,312
CD	FIRST COMMUNITY	235,000	31987FCX4	06/20/25	06/18/26	363	100	4.30	235,000	235,000	235,476	235,000	235,395
CD	ASSOCIATED BANK	245,000	045491YQ4	11/26/25	05/26/26	181	100	3.80	245,000	245,000	245,019	245,000	245,032
CD	EVER BANK	245,000	29978MGT9	11/28/25	05/02/26	186	100	3.80	245,000	245,000	245,004	245,000	245,009
CD	PARKE BANK	245,000	700886GNB	11/28/25	05/29/26	182	100	3.80	245,000	245,000	245,020	245,000	245,021
CD	MORGAN STANLEY	245,000	61778ELE9	12/24/25	12/27/27	733	100	3.70	245,000	245,000	244,585	245,000	243,973
CD	MORGAN STANLEY PRIVATE BANK	245,000	61776NL27	12/24/25	12/27/27	733	100	3.70	245,000	245,000	244,585	245,000	244,282
CD	SAPRA NATIONAL	241,000	78658RSH5	01/07/26	01/06/27	364	100	3.55	241,000	241,000	237,211	241,000	239,025
CD	GRAND BANK	249,000	38522ACG9	01/08/26	07/08/27	546	100	3.55	249,000	249,000	248,338	249,000	248,136
CD	WESTERN ALLIANCE	245,000	95763PA43	01/15/26	07/15/26	181	100	3.60	245,000	245,000	244,805	245,000	244,865
CD	CUSTOMERS BANK	245,000	23204HRC4	01/15/26	01/18/28	733	100	3.60	245,000	245,000	244,367	245,000	243,840
CD	FIRST HORIZON	243,000	337158CY3	01/15/26	10/15/26	273	100	3.60	243,000	243,000	242,719	243,000	242,744
CD	BANK OF AMERICA	245,000	06051XZ54	01/21/26	01/21/28	730	100	3.65	245,000	245,000	245,000	245,000	244,088
CD	CITY NATIONAL	245,000	178180HD0	01/23/26	01/24/28	731	100	3.65	245,000	245,000	245,000	245,000	244,052
CD	BANK OF OLD MONROE	249,000	064236CX8	01/23/26	01/21/28	728	100	3.80	249,000	249,000	248,502	249,000	248,649
CD	TEXAS EXCHANGE	249,000	88241TXE5	01/23/26	07/26/27	549	100	3.60	249,000	249,000	248,455	249,000	248,455
CD	FIRST BANK OF RICHMOND	245,000	319267NY2	02/18/26	02/18/28	730	100	3.80	245,000	-	-	245,000	245,000
CD	FIRST WESTERN TRUST	249,000	337504BQ6	02/27/26	11/27/26	273	100	3.70	249,000	-	-	249,000	248,926
Total CDs		7,757,000			WAM:	518	WAY:	3.94	7,757,000	7,263,008	7,267,024	7,757,000	7,752,869

**CITY OF STAFFORD INVESTMENT PORTFOLIO
SUMMARY OF INVESTMENTS BY CLASSIFICATION
FOR THE PERIOD ENDING FEBRUARY, 2026**

Investment by Funds	Cash	Logic	Texas CLASS	Treasury	Agencies	CDs	Total	Interest Income
General Operating	169,539	11,349,828		1,997,358		1,450,000	14,966,726	207,694
General Non Operating	(324,543)						(324,543)	5,159
Employee Benefits	211,860						211,860	2,006
Restricted-Willow Water Hole	810	201,965					202,775	3,346
Restricted-Street Light Part	2,430	27,201					29,631	494
Restricted-Opioid	5,093	45,972					51,065	853
Judicial Efficiency	9,386	26,285					35,671	591
Court Security	37,780	115,134					152,915	2,569
Local Truancy Prevention	12,494	138,336					150,830	2,401
Municipal Jury	496						496	10
Narcotic Seizure-Federal	4,423	99,076					103,499	2,927
Narcotic Seizure-State	303	33,303					33,686	572
Child Safety Fees	150,123	16,607					166,730	1,309
Special Revenue - PD	86	20,281					20,367	336
Hotel Occupancy	194,280	1,433,813	4,139,337	2,003,553	500,000	1,683,000	9,953,983	164,534
Debt Service	210,257	60,166					270,423	5,404
Capital Project	69,571	1,416,556					1,486,127	50,378
Local Street Assessments	2,102						2,102	39
SEDC General	180,827	3,516,679	1,836,330	1,997,358	3,000,000	2,424,000	12,955,194	185,684
SEDC Debt Service	459,613	1,093,441					1,553,055	17,276
SEDC Capital Projects	1,556	173,444	4,372,675		1,500,000	2,200,000	8,247,675	162,400
Total Investments by Fund	1,398,570	19,768,087	10,348,342	5,998,269	5,000,000	7,757,000	50,270,267	815,984



City of Stafford

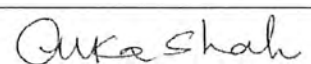
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
This is an agreement with Etix to provide online box office services for Stafford Centre. The "per ticket" fees are paid by the client though the purchase price of the ticket. The only expenses we pay are related to chargebacks that clear after the event. Most of these are recovered from the promoter prior to the next settlement. (The annual expense is less than \$8,000.00.) The agreement was reviewed by Jeffrey Lubritz of Olson & Olson. All suggested changes were incorporated.

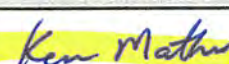
Classification of Expenditure (check the one that applies)	
☐ Emergency	☒ Normal
☐ Critical	☐ Grant Funds - Paid in Advance
☐ Very Necessary	☐ Grant Funds - Reimbursement

Agenda Date: 4/1/2026	Requested By: Bryan Blaum
Department: Stafford Centre	Department Head Approval: Susan Ricks 

Budget	
Budget Line Item	121-541-692.00
Expenditure Required	\$5,116 (or less for FY25-26)
Current Budget (available)	\$5,116
Additional Funding	N/A
Funding Source	FY25-26 Adopted Budget

Finance Approval: 	Date: 3/17/26
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Mayor's Comments	

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	
Date:		Date:	3/18/26
Rejected by Mayor for Inclusion on Agenda		Date:	

Memo

To: Mayor and Council
From: Susan Ricks
CC:
Date: 3/13/2026
Re: Request for a Resolution and the Approval of an Agreement with Exit

I am requesting your consideration and a resolution to approve the agreement with Etix to provide online box office service for Stafford Centre. Etix has provided this service since 2020 and we are happy with the arrangement.

Expenses for this service are passed on to the ticket buyers so there is very little expense that Stafford Centre is responsible for. Most expenses are related to chargebacks and the majority of those are recovered from the promoters prior to the conclusion of their next settlement.

Annually, we have a total budget of \$8,000.00. Historically, we have not needed more than \$4,000.00 per fiscal year.

The agreement has been reviewed by the City Attorney, Jeffrey Lubritz. All of his requested changes were agreed to and incorporated into the contract.

Thank you.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, APPROVING A SERVICE AGREEMENT WITH ETIX FOR TICKETING SALES AND SERVICES AT THE STAFFORD CENTRE, AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

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

The City Council authorizes the Mayor to execute a service agreement between Etix and the City of Stafford, Texas for ticketing sales and services, at the Stafford Centre, set forth as "Exhibit A", attached hereto, and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this the 1st day of April, 2026.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A



909 Aviation Parkway, Suite 900
Morrisville, NC 27560

TICKETING SERVICES AGREEMENT

City of Stafford, Texas

Exhibit A

Term Sheet

Dates		
A1	Dated as of	February 24, 2026
A2	Effective Date	April 1, 2026
A3	Initial Term	Five (5) Years
A4	Renewal Term	One (1) year consecutive terms
Deal Points		
A5	Internet Sales	Tickets with base prices of \$0.01 to \$20.00, Etix Fee = \$2.00 Tickets with base prices \$20.01 and higher, Etix Fee = \$2.50
A6	Package Sales	\$6.00 per Package
A7	Group Sales Internet Sales	Tickets with base prices of \$0.01 to \$20.00, Etix Fee = \$2.00 Tickets with base prices \$20.01 and higher, Etix Fee = \$2.50
A8	Box Office Sales	\$0.25 per Ticket. No Charge for complimentary and/or zero-priced (\$0) Tickets
A9	Blank Ticket Stock (Per 1000)	No Charge
A10	Pull Ticket Sales	Not Applicable
A11	Bank Charge Card Fee	3%
A12	Support & Maintenance	Included at No Charge
A13	Initial Set-up	Included at No Charge
A14	Merchant Account Connection	Included at No Charge
A15	Digital Marketing	Included. Details in section 4A
A16	Phone Center Sales	Tickets with base prices of \$0.01 to \$20.00, Etix Fee = \$2.00 Tickets with base prices \$20.01 and higher, Etix Fee = \$2.50 plus \$4.50 per order
A17	Mail Fulfillment	First class USPS mail = \$4.50 per order Express Delivery = \$19.95 per order

		No Charge for mobile or Print at Home Ticket delivery
A18	On-site Technical Support (Optional)	\$1500 per agent per day
A19	Event Discovery Network Fee	\$0.15/Ticket (opt-in required) Approved by The Client (Initials) _____
A20	3D Secure Protocol Protection	\$0.10/order (opt-in required) Approved by The Client (Initials) _____

Terms Applicable to Event Discovery Network

Etix has established a network of third-party affiliates and platforms (collectively, the “Event Discovery Network”) that promote Attraction information to the public across various online channels. Clients may elect to participate in the Event Discovery Network by providing written or electronic opt-in confirmation. Upon opting in, Client authorizes Etix to publish all public performances, including associated ticket purchase links, across the Event Discovery Network without further notice.

Client acknowledges and agrees that third-party participants in the Event Discovery Network are eligible to receive a commission on any ticket sales attributed to a user who views the Attraction listing and completes a purchase within twenty-eight (28) days. To compensate such third-party participants and to support the administration of the Event Discovery Network, Client agrees that Etix may assess an additional per-ticket fee for Internet Sales, which shall be charged in addition to any other fees specified in this Agreement. The applicable fee for participation in the Event Discovery Network is set forth in Box A19 of this Agreement.

Term Applicable to Additional 3D Secure Protocol Protection

Etix offers an optional e-commerce security protocol known as 3D Secure for online transactions. Clients may elect to enable 3D Secure by providing written or electronic opt-in confirmation. This enhanced fraud prevention tool is intended to reduce the occurrence of chargebacks and mitigate associated liability. Activation of 3D Secure requires the use of a third-party provider, and its implementation incurs an additional per-transaction fee. This fee is detailed in Box A20 and shall be passed through to customers as part of the applicable Processor Fee.

- A. Client Merchant Account Process.** Client shall process all credit card transactions through its merchant account unless Etix elects, when this Agreement grants it the right to so elect, to process credit card transactions on its own merchant account. For any period during which credit card transactions are processed through Client’s merchant account, Etix shall periodically invoice Client amounts due Etix from Client hereunder. Payments not received within 30 days of receipt of invoice will accrue interest at a rate of 1.5% per month (or, if less, the maximum amount permitted by applicable law). If payments are not received within 90 days of receipt of invoice, Etix may, upon delivering notice to Client, begin, and continue for the remainder of the term of this Agreement, collecting receipts on its own merchant account, in which event the process set forth in Section B will apply.
- B. Etix Merchant Account Process.** The process set forth in this Section B is applicable for all credit card transactions processed by Etix. Etix shall collect the Total Receipts for any period it elects to collect such Total Receipts as permitted under this Agreement. Etix may keep funds arising from the sale of tickets in an account containing funds connected with other unrelated ticket servicing agreements (sometimes called “commingling” funds). Etix shall remit to Client the Total Receipts

(exclusive of any Convenience Fee and any other amounts due to Etix hereunder, applicable taxes, and, at Etix's discretion, chargebacks and other bank fees - for which Etix may separately invoice rather than deduct) **of all Attractions transpiring the previous Monday through Sunday** between Monday and Thursday of the following week by check or ACH. At the time payment is made, Etix shall also furnish Client an event settlement report setting forth the Total Receipts for the applicable Attraction, the deductions therefrom, and the net amount due to Client. Such event settlement report in each case shall be conclusive unless within seven days of providing the applicable event settlement report, Client notifies Etix in writing in reasonable detail the respects in which Client believes in good faith the event settlement report to be incorrect; provided, however, that the parties promptly shall negotiate in good faith to resolve any such dispute.

- C. Chargebacks.** Client shall be responsible for the payment of all chargebacks associated with Ticket sales arising during the term of this Agreement. For purposes of this Agreement, a "chargeback" is any amount a merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g., cardholder dispute, fraud, declined transactions, etc.) for a cardholder-specific issue, and does not apply to Attraction-wide issues such as a partial or complete cancellation of, or rescheduling of, an Attraction or a change in an Attraction's performers, which will be governed by Section D. Client acknowledges that, due to credit card association rules, standard chargebacks may occur up to 18 months from the date on which a customer has purchased a Ticket, and chargebacks resulting from fraud claims may occur without time limit, and accordingly the parties agree that the provisions of this Section C shall survive the termination or expiration of this Agreement.

- i. **Client Processing.** For any period during which credit card transactions are processed through Client's merchant account, Client agrees to directly pay all such credit card chargebacks.
- ii. **Etix Processing.** For any period during which credit card transactions are processed through Etix's merchant account, Etix will invoice Client for the payment of all chargebacks and other bank fees it does not deduct from Total Receipts it pays to Client pursuant to Section B. Payments not received within 30 days of receipt of invoice will accrue interest at a rate of 1.5% per month (or, if less, the maximum amount permitted by applicable law).

D. Refunds; Rescheduled or Changed Attractions; Resolution of Customer Inquiries:

- i. Client agrees to assume all responsibilities regarding refunds, exchanges, and resolution of customer inquiries or issues. Etix agrees to exchange Tickets as directed by the Client. Client shall indemnify and hold Etix harmless from any loss, liability, cost or expense arising from claims regarding refunds, Ticket exchanges, partial or complete cancellation of, or rescheduling of, an Attraction, or a change in an Attraction's performers. Etix will adhere to Client's refund, exchange, cancellation, rescheduling, and Attraction change policies, except that Client shall comply with Etix's reasonable business practices concerning the return or exchange of Tickets.
- ii. If Etix is processing transactions through its merchant account, Etix agrees to assist Client in distributing refunds and to provide exchanges of Tickets. Specific refund procedures will be mutually agreed in each case. If any such refunds are related to an Attraction-wide event, Etix will provide such assistance for at least 30 days after the earlier of the date Etix is notified of an Attraction-wide refund and the originally scheduled date of such Attraction. After the 30-day period expires, Etix may, at its sole discretion, remit to Client any amounts remaining from the Total Receipts held by Etix for the canceled Attraction (less all amounts due to Etix), after which Client shall be solely responsible for making further refunds or any other reimbursement to customers of Tickets to the canceled Attraction. Client agrees to reimburse Etix any bank fees it incurs related to the processing of refunds. Etix may, in its sole discretion, either deduct any such amounts from other funds held by Etix otherwise

payable to Client or invoice Client for such amounts. If Etix elects to invoice Client for such amounts, any payments not received within 30 days of receipt of invoice will accrue interest at a rate of 1.5% per month (or, if less, the maximum amount permitted by applicable law).

iii. Client agrees to inform customers of this refund policy.

Each person signing below represents and warrants that he or she has full power and authority to execute this Agreement on behalf of the party for which he or she signs and to bind such party to all of the terms and conditions of this Agreement.

X

City of Stafford (The Client)

X

Dennis Scanlon, Etix, Inc

TICKETING SERVICES AGREEMENT

by and between

**City of Stafford, Texas
2610 S Main Street
Stafford, TX 77477**

(the “Client”)

**Etix, Inc
909 Aviation Parkway, Suite 900
Morrisville, NC 27560**

(“Etix”)

The Client and Etix agree as follows:

- 1. The Deal.** Upon execution by both parties, this Agreement hereby supersedes and replaces any and all previous Agreement(s) by and between the Client and Etix. The Client grants to Etix the exclusive right and authority to sell on the Client’s behalf all available Tickets through the System for all Attractions, including but not limited to online, point-of-sale, or box office sales, phone orders, Group Sales, all season tickets, and mini-plans. No third-party ticketing companies or brokers may sell any portion of the Ticket inventory for any Attraction unless there is an exclusive written agreement in place between the Client and any such companies or brokers that took effect prior to the Effective Date and the Client has notified Etix of such agreement in writing prior to the Effective Date. Without limiting the foregoing, all online Ticket sales shall transpire through Etix pursuant to this Agreement. Etix makes no guarantees with respect to Ticket sales in connection with this Agreement, including, without limitation, any guarantees that a minimum or fixed number of Tickets will be sold through the System for the Attraction. In no event shall the Client have any right, title, or interest in or to the System or any portion or component thereof.

 - A. Fan Club Exemption.** Etix understands that, from time to time, the Client may permit a portion of Tickets to be sold through an Artist’s fan club. Etix will grant an exception to exclusivity in those circumstances and allow the Client to allocate Tickets to the artist’s fan club, but only under the following conditions:

 - i. The fan club allotment will never exceed 10% of the sellable capacity of the Attraction, with “sellable capacity” meaning the total number of Tickets to be sold through the System and the fan club;
 - ii. For non-general admission shows, the fan club allotment shall not include tickets in consecutive rows;
 - iii. The fan club sales will end within thirty (30) days prior to the show; and
 - iv. All unsold fan club Tickets will be immediately returned to the Etix inventory.
- 2. Term.** The term shall be for the period specified in Exhibit A, Box A3.

 - A. Auto-Renew.** At the expiration of the initial term or subsequent renewal terms, the term shall automatically renew for subsequent periods specified in Exhibit A, Box A4 unless written notice is received by a party more than 30 days prior to the end of such initial term or then-current renewal term indicating the other party’s intent to not renew the Agreement.
 - B. Auto-Extension.** If the initial term or then-current renewal term is measured as a period of time, the applicable term shall be automatically extended by the number of days any venues controlled by the Client or any Attractions are not Operating in the Ordinary Course for any reason.
 - C. Early Termination by Etix due to Failure to Operate in the Ordinary Course.** If any venues operated by the Client or any Attractions fail to Operate in the Ordinary Course for any reason for a period of 30 or more days, then from the 30th such day until the date all venues operated by the Client and all Attractions begin to Operate in the Ordinary Course, Etix shall have the right to terminate this Agreement immediately upon delivery of notice to the Client.

3. **Payment & Fees.** Etix shall be entitled to receive from the Client, and the Client shall pay to Etix, compensation for Etix's services as follows:
- A. For **Internet Sales**, Etix will receive a Convenience Fee as specified in Exhibit A, Box A5.
 - i. For **Package Sales**, Etix will receive a Convenience Fee as specified in Exhibit A, Box A6.
 - ii. For **Group Sales**, Etix will receive a Convenience Fee as specified in Exhibit A, Box A7.
 - B. For **Box Office Sales**, Etix will receive a Convenience Fee as specified in Exhibit A, Box A8. Additional charges may apply for custom ticket stock. Blank Etix stock is available for the fee specified in Exhibit A, Box A9.
 - C. For **Pull Ticket Sales**, Etix will receive a Convenience Fee as specified in Exhibit A, Box A10.
 - D. **Bank Charge Card Fees.** The Client shall pay any fees charged by its merchant bank for all transactions processed through the Client's merchant account. For the purpose of billing Ticket purchasers, the Client may add any such fees, and any additional fees to be collected for the Client's benefit and paid by the Ticket purchaser, to the applicable Convenience Fee to be paid to Etix for the type of transaction, with the actual amounts due to each party settled via settlement. For any period during which Etix collects Total Receipts as permitted under this Agreement, Etix will be responsible for paying its merchant bank, and will charge purchasers the Bank Charge Card Fee.
 - E. **Shipping and Handling.**¹ The Client shall pay all shipping and handling charges associated with the delivery of direct pull tickets and the delivery and return of any rental equipment. To the extent Etix ships Tickets, the Client will collect and remit to Etix a mutually agreed postage and handling fee from consenting purchasers who select the mail delivery method.
 - F. **Additional Fees.** In addition to the fees established above, the Client agrees to pay to Etix the following amounts:
 - i. **Support and Maintenance.** An annual fee for email/phone support and maintenance as specified in Exhibit A, Box A12, due upon execution of this Agreement and upon the anniversary of that date each year for the term of the Agreement.
 - ii. **Initial Set-up Fee.** An initial, one-time, set-up fee as specified in Exhibit A, Box A13, due upon execution of this Agreement.
 - iii. **Merchant Account Connection Fee.** An initial, one-time, merchant account connection set-up fee as specified in Exhibit A, Box A14, due upon successful connection of the Client and Etix's merchant accounts.
 - G. **Other Costs.** All other costs associated with an Attraction, including but not limited to expenses associated with box office, labor, and staffing, shall be the sole responsibility of the Client.
4. **Optional Services and Fees.** The Client may use any of the following optional services by notifying Etix and paying to Etix the fees described below:
- A. **Digital Marketing Services**, services listed here are available for the price listed in Exhibit A, Box A15.
 - All digital marketing services, including one (1) custom website, email campaign management and creation through Hive, contesting, advertising pixel placement, Google Analytics ecommerce integration with Etix, cross-domain tracking set-up with your organization's website, one (1) custom reporting dashboard, and paid digital advertising services and management. No charge for digital marketing services; however, clients shall cover the cost of ad spend. Full marketing support is limited to North America and English-only ads.

1

- B. For Phone Center Sales,** Etix will receive the Convenience Fee specified in Exhibit A, Box A16 as compensation for effecting sales of Tickets through a phone center. This Convenience Fee includes standard mail, will call, or electronic delivery.
- C. For Mail Fulfillment,** Etix will receive, with respect to purchasers who select mail delivery, a postage and handling fee as specified in Exhibit A, Box 17. Etix will print thermal tickets and mail said tickets to purchasers via First Class US Mail or other reasonably similar method.
- D. Rental Equipment.** Scanners and ticket printers may be rented by the Client according to the prices set forth in Exhibit B (price may be adjusted annually for inflation or to reflect other increases in Etix's costs). The Client must comply with the Rental Equipment Terms and Conditions attached hereto. The Client must give Etix a minimum of three weeks' notice on all equipment requests. Scanners and thermal ticket printers may also be purchased through Etix at a to-be-negotiated price.
- E. Technical Support.** Etix will provide complimentary technical support via phone and email. On-site support is available at the rate specified in Exhibit A, Box A18. This price includes Etix-arranged transportation, commercially reasonable accommodations, and meals. The Client agrees to reimburse Etix for any additional expenses incurred.

5. Client's Additional Obligations. The Client shall:

- A.** Honor or cause to be honored all Tickets properly issued by Etix;
- B.** Allow the sale of all Tickets to an Attraction available for sale to the public;
- C.** Inspect all the data in the System for accuracy before the on-sale date. Etix is not responsible or liable for any typos or mistakes pertaining to Ticket price, spelling, date, time, seating chart, or any other data entered into the System;
- D.** No later than five business days prior to the on-sale date, provide Etix with the necessary information regarding the Attraction, including but not limited to seating layout, Ticket structure, permissible discounts, and any tax information;
- E.** Reserve one image space (size 101 x 375 pixels) on the print-at-home ticket for Etix to use at its discretion, including licensing the space to a third party; and
- F.** Give Etix permission to offer Tickets for sale at Etix.com, unless directed otherwise by the Client. The Client shall, whenever commercially reasonable, feature the Etix.com logo and instructions as to where customers can purchase Tickets online at the Client's website, in advertising, or other promotional material which it creates or controls.

6. Early Termination. This Agreement shall automatically terminate if either party suffers the appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency, or relief from the claims of creditors. Either party may terminate this Agreement in any of the following situations:

- A. Payment.** If the other party fails to account and make payment hereunder, and such failure is not cured within 14 days after written notice of the failure is sent to the other party; or
- B. Other Default.** If the other party fails to perform any other required obligation hereunder, and such failure is not cured within 30 days after written notice of the failure is sent to the other party.
- C. Inactivity.** Etix may terminate this Agreement immediately along with Client's user accounts, at the option of Etix, if Client's user accounts are inactive for a period of two (2) years or more.
- D. Other Specific Provision.** If any other provision of this Agreement grants a party the right to terminate this Agreement.
- E. Effect.** Termination pursuant to Section 6A or Section 6B shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. Termination pursuant to Section 6C shall be effective as provided in the specific provision of this Agreement granting the termination right. No termination of the Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of the Agreement or arises under general principles of law or equity.

7. Terms and Conditions.

- A. Notice.** All notices, approvals, or requests in connection with this Agreement must be in writing and shall be deemed given when deposited in the US mail, certified, return receipt requested, with postage prepaid, or when sent by fax or email if a party provides a fax or email notice address. Notices shall be sent to the parties at their respective addresses set forth in the preamble to this Agreement. Either party may hereafter change the address to which notices are to be sent by written notice compliant with this Section 7A to the other party.
- B. Indemnity.** Each party (in such capacity, an “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other party and the employees, officers, directors, and agents of the other party (each an “Indemnified Party”) from and against all claims, actions, demands, costs, damages, losses, liabilities or expenses (including reasonable attorneys’ fees) of any kind asserted by a third party against an Indemnified Party and arising out of the Indemnifying Party’s (or the Indemnifying Party’s employees’, officers’, directors’, or agents’) negligence, willful misconduct, or negligent performance of, or failure to perform, any of the Indemnifying Party’s covenants or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- C. Assignment.** This Agreement may not be assigned, directly or indirectly, by either party without the prior written consent of the other, except to a successor (by merger, purchase of assets or stock, consolidation, etc.) to all or substantially all of the assets of the assigning party. To the extent that an assignment is so permitted, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of either party. Any other assignment or purported assignment of this Agreement shall be null and void.
- D. Construction.** This is not an agreement of lease, partnership, or employment of Etix or any of Etix’s employees by the Client. Etix shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in the Client’s name or purporting to be on the Client’s behalf, except as required to advertise, publicize, sell or do all things pursuant or incidental to the purposes and intents of this Agreement. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas without resort to any conflict of law principles thereof.
- E. Conflicts.** In the event Etix shall have a separate agreement similar hereto with the owner or management of the facility at which an Attraction is to be performed, such separate agreement shall apply to such Attraction unless Etix is otherwise directed in writing by the owner or management of such facility.
- F. Force majeure.** Neither party shall be responsible for any delay or failure of performance resulting from fire, strike, flood, labor dispute, domestic or international unrest, delay in receipt of supplies, energy shortage, power failure, Internet failure, epidemic, act of governmental entity, or any other cause beyond its reasonable control. Nothing in this Section 7F shall limit Etix’s rights pursuant to Section 2C.
- G. Legal compliance.** The parties hereto shall each comply with all laws and regulations respectively applicable to each party in connection with the operations contemplated hereunder. Without limiting the foregoing, Each party acknowledges and agrees that if, in connection with its obligations hereunder, it has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other Ticket user or purchaser information, it shall at all times comply with all applicable laws regarding such information and the Payment Card Industry Data Security Standards (PCI DSS) requirements in connection therewith.
- H. Severability of Provisions.** In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein.

- I. **Records.** Etix shall keep adequate records reflecting Ticket transactions to allow the Client to make a meaningful Ticket audit. The Client shall have the right at all reasonable times to examine and audit the records of Etix insofar as they relate to an Attraction.
- J. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
- K. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in any United States federal court or state court located in Texas in the City of Stafford and Fort Bend County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail in accordance with Section 7A shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum
- L. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- M. **Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- N. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the parties or an employee/employer or agency relationship.
- O. **Confidentiality.** The parties agree the terms of this agreement are strictly confidential and Client will not disclose such terms to any other person, except its legal counsel, personal managers, and accountants and except as required by law.
- P. **Entire Agreement; Amendments.** This Agreement, including all exhibits attached hereto, contains all the terms agreed to between the parties with respect to the subject matter hereof, and supersedes and written or oral prior or contemporaneous statements. No modifications or amendments of any of the terms hereof shall be valid or binding unless made in writing and signed by both parties.
- Q. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND THE LIKE) FOR ANY MATTER ARISING FROM, IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY DUE FROM ETIX IN CONNECTION WITH THIS AGREEMENT EXCEED THE AGGREGATE COMPENSATION RECEIVED BY ETIX HEREUNDER.
- R. **Disclaimer of Warranties.** THE ETIX SERVICES, SYSTEM, EQUIPMENT AND ANY DELIVERABLES PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" "WHERE IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ETIX DISCLAIMS AND CLIENT HEREBY WAIVES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING

WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF THE SYSTEM, EQUIPMENT, OR SOFTWARE WILL BE ERROR-FREE.

- S. Third Party Promoters.** In the event Client gives access of their account to third party promoters, the Client and such third party promoters acknowledge and agree to the following: (i) the third party promoters are using Boxoffice as a representative and agent of the Client; (ii) the Boxoffice account requires Etix to collect and store the email addresses and name of anyone accessing the account, even if by such third party promoters; (iii) any data accessed on behalf of the Client belongs to the Client and not to the third party promoter or any other party accessing the account on behalf of the Client; (iv) such third party promoter will not use any data or information acquired by accessing Client's account for any purpose other than for the purposes reasonably related to this Agreement.

8. Glossary. As used throughout this Agreement:

- A. "Attraction"** means all theatrical productions, sporting events, permanent or temporary exhibits or other entertainment features produced or presented, in whole or in part, by the Client or Owner at any venue controlled by Client or Owner for which Tickets are sold.
- B. "Bank Charge Card Fee"** means the fee specified in Exhibit A, Box A11 for transactions processed by Etix's merchant account.
- C. "Convenience Fee"** means monies charged to Ticket purchasers to be paid to Etix for such purchaser's convenience of utilizing the System.
- D. "Effective Date"** means the date provided in Exhibit A, Box A2.
- E. "Final Ticket"** means a Ticket for which a per-ticket Convenience Fee is paid and for which no refund of such fee is issued by Etix.
- F. "Group Sales"** are Tickets purchased from a group price code.
- G. "Operating in the Ordinary Course"** means:
 - i. With respect to venues, the venue is selling a substantially similar number of Final Tickets to a substantially similar number of Attractions with acts of substantially similar notoriety and at substantially similar prices (adjusted for inflation) as compared to past practices.
 - ii. With respect to Attractions, the Attraction is booking acts of substantially similar notoriety and selling a substantially similar number of Final Tickets at substantially similar prices (adjusted for inflation) as compared to past practices.
- H. "Package Sales"** are bundled, single transaction purchases of Tickets to multiple Attractions purchased at one time and labeled as a "package".
- I. "System"** means the system developed, maintained, and owned solely and exclusively by Etix, as modified from time to time, for the sale of Tickets via the Internet and permitting remote printing by purchasers.
- J. "Ticket"** means (i) evidence of the right to occupy space or obtain entry to the Attraction, (ii) the right to park at an Attraction, (iii) the right to VIP services at an Attraction or (iv) the sale of a pre-purchased item to be delivered by Client at an Attraction, in each case, when distributed through the System.
- K. "Total Receipts"** means all monies processed through Etix's merchant account (Etix will collect the proceeds) or the Client's merchant account (Client collects proceeds) in connection with the sale of Tickets.

Continued on next page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first listed above.

Each person signing below represents and warrants that he or she has full power and authority to execute this Agreement on behalf of the party for which he or she signs and to bind such party to all of the terms and conditions of this Agreement.

City of Stafford, Texas
2610 S Main Street
Stafford, TX 77477

(the “Client”)

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

Etix, Inc
909 Aviation Parkway, Suite 900
Morrisville, NC 27560

(“Etix”)

By: _____
Name: Dennis Scanlon
Title: Vice President
Date: _____

Exhibit B

Rental Equipment

Item	Quantity	Price/Term
The following equipment is included in the deal		
Laptop	0	TBD
Ticket Printer	0	TBD
Credit Card Swiper	0	TBD
Ticket Scanner	0	TBD
Credential System	0	TBD
Additional equipment can be rented for the following rates		
Laptop	1	\$175/month
Ticket Printer	1	\$175/month
Credit Card Swiper/EMV reader	1	\$175/month
Ticket Scanner	1	\$100/month
Credential System	1	\$250/month

Client must comply with the Rental Equipment Terms and Conditions.

RENTAL EQUIPMENT TERMS AND CONDITIONS

In addition to the terms and conditions contained in the ticketing services agreement between Etix and the Client (hereinafter, the “Agreement”), of which this Rental Equipment Terms and Conditions (this “Addendum”) is a part, the following terms and conditions apply with respect to the rental of the equipment. In the event of any inconsistency between the Agreement and this Addendum, this Addendum shall control.

1. **Price.** The Client agrees that any rental fees as well as shipping and handling costs for rental equipment will be deducted from settlement payments in accordance with the payment terms set forth in the Agreement.
2. **Term.** The term for this Addendum shall commence on the date any equipment is shipped to the Client and shall continue thereafter for the period set forth in the Agreement (the “Rental Equipment Term”). After the expiration of the Rental Equipment Term, the Client shall return the equipment to Etix using the original shipping packaging provided by Etix. If the equipment has not been returned within fifteen business days of the expiration of the Rental Equipment Term, the Client agrees to pay \$25 per business day until the earlier of (a) the rental equipment being returned or (b) twenty business days following the expiration of the Rental Equipment Term. After twenty business days following the expiration of the Rental Equipment Term, the Client agrees to pay the full retail value of the equipment in addition to the amounts owed pursuant to the previous sentence.
3. **Disclaimers; Warranties.** The Client rents the equipment as is and, not being the manufacturer of the equipment, the manufacturer’s agent or the seller’s agent, except as set forth in Section 5C, ETIX MAKES

NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN OR CONDITION OF THE EQUIPMENT, OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING WITHOUT LIMITATION ANY PATENT, COPYRIGHT AND TRADEMARK RIGHTS, OF ANY THIRD PARTY WITH RESPECT TO THE EQUIPMENT, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE) WITH RESPECT TO THE EQUIPMENT. ETIX SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM POSSESSION OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, WHETHER SUCH DAMAGES ARE FORESEEABLE AND WHETHER ETIX, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Client agrees that Etix shall not be liable for any delay in delivery or installation of, or any failure to deliver or install, any equipment. Notwithstanding the foregoing, in no event shall Etix liability (whether in tort, negligence or otherwise) to the Client with respect to the equipment under this Addendum exceed an amount equal to the aggregate charges or fees actually paid by the Client with respect to the equipment for the one-month period immediately preceding the month during which the event giving rise to Etix's liability occurs.

4. **Use of Equipment.** The Client agrees that this Addendum shall not grant the Client any property rights in any of the equipment. The Client shall use the equipment solely in the manner contemplated by the Agreement, in a manner and for the use contemplated by the manufacturer thereof. Etix shall be entitled to inspect the equipment at reasonable times. Etix may require markings to be fixed to the equipment. The Client shall keep the equipment free of any markings or labeling which might be interpreted as a claim of ownership thereof by the Client. Without the prior written consent of Etix, the Client shall not assign, lend, pledge, transfer, or sublease the equipment or permit to exist any security interest, lien or encumbrance with respect to any of the equipment. The Client authorizes Etix to file precautionary UCC financing statements and other similar filings and recordings with respect thereto to protect Etix's ownership interest in the equipment. The Client agrees not to file any corrective or termination statements or partial releases with respect to any UCC financial statements or other similar filings or recordings filed by Etix in connection with any equipment except (i) if Etix fails to file a corrective or termination statement or release on request from the Client after the equipment has been returned to Etix or (ii) if not permitted by clause (i), with Etix's consent. The Client shall bear the risk of any loss, theft, damage or destruction to the equipment during the Rental Equipment Term. The Client shall obtain and maintain at its own expense, naming Etix as an additional insured, insurance against the loss of or damage to the equipment.
5. **Maintenance of Equipment.** Etix shall provide routine maintenance services.
 - A. If the Client experiences a problem with the equipment, the Client must call Etix., who shall respond to the Client's request via telephone or email within a commercially reasonable time.
 - B. Etix shall use all commercially reasonable efforts to identify and correct the problem with the equipment. Maintenance does not include upgrading software versions or fixing or arranging to have the equipment repaired. If the equipment cannot be fixed, then Etix shall replace the defective equipment in a commercially reasonable time.
 - C. Etix warrants that the maintenance to be provided under this rental equipment agreement will be performed in a timely and workmanlike manner, using only qualified technicians familiar with the equipment and its operation.
 - D. If persons other than those employed by Etix repair, modify or perform any maintenance service on any equipment rented under this Addendum, or if the Client fails to maintain the equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further maintenance services by Etix are required to restore the equipment to good operating condition or the equipment needs to be replaced, such further maintenance services or replacement costs shall be billed to the Client.

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City of Stafford

Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)

Request the approval for payment of quarterly pest control service in the amount of \$5,720.00 to Gillen Pest Control Services.

Classification of Expenditure (check the one that applies)

☐

Emergency

☒

Normal

☐

Critical

☐

Grant Funds - Paid in Advance

☐

Very Necessary

☐

Grant Funds - Reimbursement

Agenda Date:

4/01/2026

Requested By:

Laura Morales

Department:

Finance

Department Head
Approval:

CK

Budget

Budget Line Item

100-515-373

Expenditure Required

\$5,720

Current Budget

\$6,000

Additional Funding

\$0

Funding Source

Finance Approval:

Aisha Shah

Date:

03/18/26

Mayor's Comments

Mayor's Approval for
Discussion Item

Mayor's Approval
for Consent Agenda

Ken Mathew

Date:

Date:

3/25/26

Rejected by Mayor for
Inclusion on Agenda

Date:



Public Works and Development Services

Memo

Date: March 19, 2026

To: Mayor Mathew and City Councilmembers

From: Christopher Riggs
Director of Public Works and Development Services

Re: Approval of Resolution Authorizing Mayor to Execute a
Service Agreement with Gillen Pest Control

Public Works has solicited quotes for pest control services to maintain municipal facilities. Two quotes were received and reviewed for cost-effectiveness and service quality.

Of the two proposals submitted, Gillen Pest Control provided the lowest responsible quote in the amount of \$1,430.00/quarterly. The proposed services meet the City's operational needs and standards. Additionally, the cost of the agreement is already accounted for within the current approved budget, resulting in no additional fiscal impact.

It is recommended that the City Council approve the resolution authorizing the Mayor to execute a Service Agreement between the City of Stafford and Gillen Pest Control for pest control services.

If you have any questions or need further information, please contact me at criggs@staffordtx.gov or (281)261-3946.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, APPROVING A SERVICE AGREEMENT WITH GILLEN PEST CONTROL, INC. FOR PEST CONTROL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

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

Section 1. That the Mayor is hereby authorized to execute a service agreement with Gillen Pest Control, Inc. for pest control services under the terms and provisions, as described and set forth as “Exhibit A”, attached hereto, and incorporated herein for all purposes.

PASSED, APPROVED, and RESOLVED this the 1st day of April, 2026.

Ken Mathew
Mayor

ATTEST:

Roxanne Benitez
City Secretary

EXHIBIT A

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

6,664 Square Feet
Fire Station #2
10210 Mula Road

Quarterly Pest Control Service Agreement

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

Fire Station # 2
2710 S. Main Street
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$145.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Ted Lieb 0681513**

Date: **March 9, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

Quarterly Pest Control Service Agreement

6,750 Square Feet
Court Department
2602 South Main

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

Court Department
2602 S. Main Street
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$145.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Ted Lieb 0681513**

Date: **March 9, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

Quarterly Pest Control Service Agreement

10,044 Square Feet
City Hall
2610 South Main

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

City Hall Building
2610 S. Main Street
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$165.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Ted Lieb 0681513**

Date: **March 9, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

25,739 SF.
Police Department
2702 South Main

Quarterly Pest Control Service Agreement

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

Police Department Facility/Addition
2702 S. Main Street
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$275.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Liam Morales 0848038**

Date: **March 17, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

6,510 Square Feet
Fire Station #1
2710 South Main

Quarterly Pest Control Service Agreement

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

Fire Station # 1
2710 S. Main Street
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$145.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Ted Lieb 0681513**

Date: **March 9, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

13,000 Square Feet
Fire Marshal Administration
10210 Mula Road, #A

Quarterly Pest Control Service Agreement

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

Fire Marshall Administration
10210 Mula Road
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$175.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Ted Lieb 0681513**

Date: **March 9, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

7,300 Square Feet
Public Works/Development Services
2610 South Main

Quarterly Pest Control Service Agreement

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

Public Works Building
2702 S. Main Street
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$150.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Ted Lieb 0681513**

Date: **March 9, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

7,000 Square Feet
Facilities Maintenance
1014 Staffordshire

Quarterly Pest Control Service Agreement

This agreement is made by and between Gillen Pest Control, Inc. and The City of Stafford for general pest control.

Facilities Maintenance
1014 Staffordshire
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$135.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Liam Morales 0848038**

Date: **March 17, 2026**

Owner, or Agent of Owner: _____

Date: _____

GILLEN Pest Control

Richmond: (281)342-6969

Email: bugbegone@gillenpestcontrol.com

El Campo: (979)275-6969

4,000 Square Feet
Code Building
2510 South Main

Quarterly Pest Control Service Agreement

This agreement is made by and between Gillen Pest Control, Inc. and **The City of Stafford** for general pest control.

Code Building
2510 South Main
Stafford, TX 77477

Laura Morales
lmorales@stafforftx.gov
(281)261-3940

Gillen Pest Control agrees to furnish the labor and materials to control the following pests:

Fire Ants
Spiders
Millipedes

Roaches
Centipedes
Earwigs

Pillbugs
Crickets
Nuisance Ants

Due to additional control procedures caused by their habits or habitats, this agreement does not cover Wood Destroying Insects or Flying Insects, Rats/mice (Mosquitoes, Flies, Bees, Wasp). However, Gillen Pest Control can cover these pests under a separate agreement or on a One-Time-Only Basis.

This Agreement provides for Quarterly Pest Control Service for a price of **\$95.00** per Quarter.

Gillen Pest Control will work with the owner and establish a set day of the month for pest control service to be provided. Payment is due at the time of service unless prior arrangement has been made.

Terms of the Agreement shall be for one year from the initial treatment date and shall renew itself subsequently from year to year. This Agreement may be cancelled upon written notice by either party subsequent to the first year, at any time.

This Agreement is for service only and makes no guarantee against pest damage to the structure, injury to its inhabitants or its contents, nor does it provide for any replacements, compensation or repairs thereof.

Gillen Pest Control: **Liam Morales 0848038**

Date: **March 17, 2026**

Owner, or Agent of Owner: _____

Date: _____

City Buildings
Pest Control-Quarterly Service
April 1, 2026

Department	Address	Square Footage	Gillen Pest Control	Ridco Pest Control
Fire Station #2	10210 Mula Road	6,664	\$145.00	\$160.00
Court Department	2602 South Main	6,750	\$145.00	\$170.00
City Hall	2610 South Main	10,044	\$165.00	\$220.00
Police Department	2702 South Main Street	19,364	*Combined below	\$330.00
Police Department-2 Story addition	2702 South Main Street	6,375	\$275.00	\$150.00
Fire Station #1	2710 South Main	6,510	\$145.00	\$160.00
Fire Marshal Administration	10210 Mula Road, #A	13,000	\$175.00	\$90.00
Public Works	2610 South Main	7,300	\$150.00	\$190.00
Facilities Maintenance	1014 Staffordshire	7,000	\$135.00	\$190.00
Code Building	2510 South Main	4,000	\$95.00	\$100.00
Total		87,007	\$1,430.00	\$1,760.00



City of Stafford
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Request to move \$5,800 from VFS line item (100-522-691) to Software Subscription line item (100-522-376) to pay for DroneSense software for department drones.

Classification of Expenditure (check the one that applies)	
☐ Emergency	☒ Normal
☐ Critical	☐ Grant Funds - Paid in Advance
☐ Very Necessary	☐ Grant Funds - Reimbursement

Agenda Date: 04/01/2026	Requested By: J. Magana
Department: Fire	Department Head Approval:

Budget	
Budget Line Item	100-522-691---100-522-376
Expenditure Required	\$5,800
Current Budget	6500.00----18,924.48
Additional Funding	N/A
Funding Source	FY25-26 Adopted Budget
Finance Approval: <i>Aruka Shah</i>	Date: 03/17/26

Mayor's Comments	

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	<i>Ken Martin</i>
Date:		Date:	3/18/26
Rejected by Mayor for Inclusion on Agenda		Date:	



City of Stafford
Fire Department
10210-A, Mula Road, Texas 77477
281.208.6984



TO: Mayor Mathew and Council

From: J. Magana, Fire Chief

Date: March 16, 2026

Reference: Budget Reallocation Request- VFS Insurance Line Item to Software Subscription line item.

This memo requests approval to transfer \$5,800.00 from the VFS insurance line item to fund the annual DroneSense software subscription for the department's drone program.

The Benefits and Compensation Committee, HR, and Fire Chief met regarding the VFIS line item, which currently contains \$6,500.00.

The attached DroneSense quote shows an annual cost of \$5,800.00 for two Class 2 UAS licenses, leaving \$700.00 remaining in the line item. The quote was issued on February 9, 2026, and expires on April 10, 2026.

DroneSense is an American company headquartered in Austin, Texas, and its quoted services include drone program management and collaboration tools, live-stream sharing capability, setup and training, and 24/7 technical support. These services are necessary to maintain the department's drone operations and software support needs.

Approval of this reallocation will allow the department to continue operating its drone program without interruption and maintain the software platform needed for mission support.

Thank you for your continued support and for promptly addressing this request.



SEDC

STAFFORD ECONOMIC DEVELOPMENT CORPORATION

2610 South Main Street, Stafford, TX, 77477 Phone: 281-261-3900

Memo

To: Mayor Mathew and Council Members

From: Renote Cross, Assistant City Secretary

Date: March 19, 2026

Re: Stafford Centre Update Project

In accordance with state laws, all Stafford Economic Development Corporation (SEDC) projects must be approved once by the SEDC and approved twice by the City Council.

The project and resolution were approved by Stafford Economic Development Corporation (SEDC) on February 24, 2026. The project and resolution were also approved by City Council on March 18, 2026.

This agenda item is for the second approval of the proposed project and resolution. The resolutions for the SEDC and City Council are included with this memo.

If you have any questions, please feel free to contact SEDC President Randy Krahn or myself.

Thank you for your consideration in this matter.

Sincerely,

Renote Cross
Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD APPROVING AS A PROJECT OF THE STAFFORD ECONOMIC DEVELOPMENT CORPORATION, A PROJECT FOR THE REPAIR, INSTALLATION, MAINTENANCE, UPDATE, AND IMPROVEMENT OF THE STAFFORD CENTRE AND RELATED EQUIPMENT, FACILITIES, AND IMPROVEMENTS TO ENHANCE THE CITY OF STAFFORD'S COMMUNITY AND EVENT FACILITIES

* * * * *

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

Section 1. The City Council hereby approves as a project of the Stafford Economic Corporation the "Stafford Centre Update Project" as described in the Stafford Economic Development Corporation resolution attached hereto as Exhibit 1 and incorporated herein for all purposes.

PASSED AND APPROVED on first reading this ____ day of _____ 2026.

PASSED, APPROVED, AND RESOLVED on second reading this ____ day of _____ 2026.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT 1
STAFFORD ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 26-01

**STAFFORD ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 26-01**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE STAFFORD ECONOMIC DEVELOPMENT CORPORATION APPROVING AS A PROJECT OF CORPORATION, A PROJECT FOR THE REPAIR, INSTALLATION, MAINTENANCE, UPDATE, AND IMPROVEMENT OF THE STAFFORD CENTRE AND RELATED EQUIPMENT, FACILITIES, AND IMPROVEMENTS TO ENHANCE THE CITY OF STAFFORD'S COMMUNITY AND EVENT FACILITIES.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STAFFORD ECONOMIC DEVELOPMENT CORPORATION:

Section 1. The Board of Directors of the Stafford Economic Development Corporation (the "Corporation") hereby creates the "Stafford Centre Update Project" (the "Project").

Section 2. The Corporation does hereby approve as a Project of the Corporation certain expenditures that are found by the Corporation's Board of Directors to be required or suitable for use for community sports, athletics, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities and events or that enhance such activities at such facilities under the provisions of Section 505.152 of the Local Government Code.

Section 3. The Project consists of the following repairs, installations, maintenance, and improvements to the Stafford Centre and related equipment, facilities, and improvements to enhance the City of Stafford's community facilities and event spaces: (a) Sound Boards, Front of House Improvements, and Related Equipment; (b) Rehabilitation of Building Systems, Equipment & Furniture; (c) Repair or Replacement of Theatre Fire Hatches; (d) Replacement Computers and Accessories; and (e) Wall Repair & Painting of Public Areas.

Section 4. The estimated amount of expenditures for the Project is Three-Hundred Thirty Thousand Dollars and No Cents (\$330,000.00). Notice

of Project and public hearing was published in the time and manner required by law and in substantially the same form attached hereto as Exhibit "A".

Section 6. A public hearing before the Corporation was held regarding the proposed Project at 6:30 p.m., on February 24, 2026, in the Council Chambers, Stafford City Hall, 2610 South Main, Stafford, Texas.

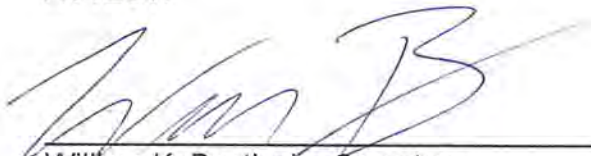
Section 7. Two public hearings before the Stafford City Council are hereby called regarding the proposed Project. Said public hearings shall be held in the Council Chambers, Stafford City Hall, 2610 South Main, Stafford, Texas at 6:30 p.m., on March 18, 2026 and at 6:30 p.m., on April 1, 2026.

PASSED, APPROVED, AND RESOLVED on this 24th day of February 2026.

A handwritten signature in blue ink, appearing to read 'Randy Krahn', is written over a horizontal line.

Randy Krahn, President
Board of Directors

ATTEST:

A large, stylized handwritten signature in blue ink, appearing to read 'William K. Bostic, Jr.', is written over a horizontal line.

William K. Bostic, Jr., Secretary
Board of Directors

EXHIBIT A

STAFFORD ECONOMIC DEVELOPMENT CORPORATION and CITY OF STAFFORD CITY COUNCIL NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARINGS

The Stafford Economic Development Corporation hereby gives notice, pursuant to Section 505.160 of the Texas Local Government Code, that the Corporation will consider adoption of, as a Project of the Corporation, the "Stafford Centre Update Project," consisting of the following repairs, installations, maintenance, and improvements to the Stafford Centre and related equipment, facilities, and improvements to enhance the City of Stafford's community facilities and event spaces: (a) Sound Boards, Front of House Improvements, and Related Equipment; (b) Rehabilitation of Building Systems, Equipment & Furniture; (c) Repair or Replacement of Theatre Fire Hatches; (d) Replacement Computers and Accessories; (e) Wall Repair & Painting of Public Areas.

The estimated amount of expenditures for the Project is Three-Hundred Thirty Thousand Dollars and No Cents (\$330,000.00).

The Stafford Economic Development Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. Said public hearing before the Stafford Economic Development Corporation is hereby called regarding the proposed Project. Said public hearing will be held at **6:30 p.m., on February 24, 2026**, in the Council Chambers, Stafford City Hall, 2610 South Main, Stafford, Texas.

The City Council of the City of Stafford, Texas will conduct public hearings to solicit citizen input on the proposed Project. Said public hearings shall be held in the Council Chambers, Stafford City Hall, 2610 South Main, Stafford, Texas at 6:30 p.m., on **March 18, 2026**, and at 6:30 p.m., on **April 1, 2026**.

Interested citizens are invited to attend and will be given an opportunity to be heard. For further information, please contact Assistant City Secretary Renote Cross at (281) 261-3904.



Public Works and Development Services

Memo

Date: March 20, 2026

To: Mayor Mathew and City Councilmembers

From: Christopher Riggs
Director of Public Works and Development Services

Re: Reclass-Parks Caretaker I to Part-time Facilities
Maintenance Tech

I am asking to reclass the open Parks Caretaker I position to a Part-time Facilities Maintenance Tech. There is a \$33,096 positive impact to the 2025-26 City Budget. This savings will be applied to the upcoming Traffic Tech request. Please find attached the Public Works Organizational Chart for reference.

If you have any questions or need further information, please contact myself at criggs@staffordtx.gov or (281)261-3946.



Public Works and Development Services

Memo

Date: March 20, 2026

To: Mayor Mathew and City Councilmembers

From: Christopher Riggs
Director of Public Works and Development Services

Re: Reclass the Traffic Signal Crew Leader Position to a
Traffic Signal Tech and Fund for 2025-26 Budget.

I am asking to reclass the open and unfunded Traffic Signal Crew leader position to a Traffic Signal Tech. I am also requesting an additional \$32,694 to go towards funding this position. The savings from the Parks Caretaker I declassification, \$33,096, along with the additional \$32,694 requested will total to \$65,780, the salary plus benefits as set forth by the Human Resources Department. The Streets Department is in great need for a second Traffic Tech as it takes a team of two to do most work they perform. This work includes signage, stop bar painting, and any operations in the bucket truck. Please find attached the Public Works Organizational Chart for reference. This should be the final personnel realignment in the Public Works Division for the 2025-26 budget year.

If you have any questions or need further information, please contact myself at criggs@staffordtx.gov or (281)261-3946.

CITY COUNCIL MINUTES

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF STAFFORD, TEXAS
WEDNESDAY, MARCH 18, 2026

On the 18th day of March, 2026, 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 the City Council were present: Mayor Ken Mathew, Mayor Pro Tem William K. Bostic Jr., and Council Members Alice Chen, Xavier Herrera, Tim Wood, Virginia Rosas, and Wen Guerra. Absent: None. The following City Staff were present: Assistant Chief of Police Kelly Wright, Director of Public Works/Development Services Chris Riggs, Chief Financial Officer Alka Shah, City Planner Silvia Bolivar, City Secretary Roxanne Benitez, and City Attorney Jeffrey Lubritz.

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. Pledges of Allegiance.

Council Member Chen led the pledge to the United States flag. Council Member Herrera led the pledge to the Texas flag.

3. Public comments.

None.

4. (a) Consent Agenda (Items i.-iv.). 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 the period ending January 31, 2026.

(ii.) Resolution approving a license agreement with The Blue Oasis for use of the Stafford City Pool.

(iii.) Resolution approving the Mutual Aid Agreement with the Harris County Fire Chiefs Association for fire services, personnel, and equipment.

(iv.) Resolution approving the addendum to the Service Agreement with Buildingstars for janitorial services.

No discussion was held.

(b) Public Comments on item (a).

None.

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

Council Member Herrera made a motion to approve the Consent Agenda, as presented, and Council Member Chen seconded the motion. Mayor Mathew,

Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 7-0.

5. Certificate of Recognition – Dr. John Andrew Felker III.

The certificate was read aloud, via pre-recorded video, recognizing Dr. Felker.

6. Pinning Ceremony for New Stafford Police Officers and Promotions.

Assistant Chief of Police Kelly Wright provided bios for the new employees. The official oaths of office were administered previously. Assistant Chief Wright performed a ceremonial oath to the following:

- Sergeant G. Horrocks
- Officer S. Lewis
- Officer A. Polster
- Telecommunications Officer L. Edwards
- Telecommunications Officer D. Heller

7. (a) Presentation of Annual Financial Statements, by Pattillo, Brown & Hill, LLP, for Fiscal Year 2025.

Chris Pruitt, with Pattillo, Brown & Hill, LLP, provided a PowerPoint presentation on the annual financial report and single audit report for Fiscal Year 2025.

Mr. Pruitt answered questions from the Council Members.

(b) Public Comments on item (a).

None.

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

Council Member Rosas made a motion to approve the agenda item as presented, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion passed 7-0.

8. (a) Discussion regarding reclassification requests for the Finance Department.

Chief Financial Officer Alka Shah spoke regarding the proposed reclassifications.

(b) Public Comments on item (a).

None.

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

Council Member Wood made a motion to approve the reclassification requests, as presented, and Council Member Herrera seconded the motion. Mayor

Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 7-0.

9. (a) Discussion of an Ordinance amending Chapter 102 of the Code of Ordinances, the same being the City’s Comprehensive Zoning Ordinance, to create a Planned Development District (PDD), for the property located at 12707 Murphy Road.

Council Member Herrera exited the meeting at 7:31 p.m.

City Planner Silvia Bolivar presented a PowerPoint presentation regarding the proposed planned development district.

Council Member Herrera entered the meeting at 7:33 p.m.

Justin Pruitt, the attorney representing the owner, Richard Nelson, provided a PowerPoint presentation regarding the proposed planned development district.

Ms. Bolivar and Mr. Pruitt answered questions from the Council Members.

Council Member Wood exited the meeting at 8:14 p.m.

Council Member Wood entered the meeting at 8:15 p.m.

Mr. Pruitt continued to answer questions from the Council Members.

Code Compliance Administrator Scott McElrath spoke regarding the proposed planned development district.

(b) Public Hearing.

The public hearing opened at 8:24 p.m.

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke regarding the area surrounding the property. He spoke in favor of the proposed planned development district.

The public hearing closed at 8:26 p.m.

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

Council Member Rosas made a motion to approve Ordinance No. 1308, as presented, and Council Member Herrera seconded the motion. Mayor Mathew, and Council Members Herrera, Wood, and Rosas voted “Aye”. “Nay” – Mayor Pro Tem Bostic and Council Members Chen and Guerra. Motion carried 4-3.

At this time, Council Member Guerra made a motion to take Agenda Item 16 out of order, and Mayor Pro Tem Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, Rosas, and Guerra voted “Aye”. “Nay”- None. Motion carried 7-0.

- 16.(a) Discussion of a Resolution approving creation of a project for the Stafford Economic Development Corporation (SEDC) for improvements for the Stafford Centre.

FMSquared President Bryan Blaum spoke regarding the proposed SEDC project.

(b) Public Hearing.

The public hearing opened at 8:28 p.m.

No comments were received.

The public hearing closed at 8:28 p.m.

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

Council Member Rosas made a motion to approve Resolution No. 16-26, as presented, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, Rosas, and Guerra voted "Aye". "Nay" – None. Motion carried 7-0.

At this time, the City Council went into executive session, according to Chapter 551 Texas Government Code, Sections 551.071 and 551.076.

The City Council went into executive session at 8:29 p.m.

The City Council came out of executive session at 8:47 p.m.

The City Council meeting resumed at 8:49 p.m.

10.(a) Update and Discussion regarding the refurbishment of the City monuments.
(Guerra)

Council Member Guerra advised that he requested the agenda item. He spoke regarding the need to refurbish the City monuments.

Randy Krahn, President of the Stafford Economic Development Corporation (SEDC) Board, advised that SEDC had previously discussed the issue and would present a resolution at the next SEDC meeting.

(b) Public Comments on item (a).

None.

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

No action was taken.

11.(a) Update and Discussion regarding the replacement of the streetlight poles on 90A. (Guerra)

Council Member Guerra advised that he requested the agenda item. He requested that the item be tabled.

(b) Public Comments on item (a).

None.

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

No action was taken.

12.(a) Discussion regarding the possible creation of a trail or park at Willow Waterhole. (Bostic)

Mayor Pro Tem Bostic advised that he requested the agenda item. He provided some photos of the area and commended Director of Public Works/Development Services Chris Riggs for providing the interlocal agreement, with the City of Missouri City, for the property.

Council Members provided their feedback as well as their concerns. Mayor Pro Tem Bostic answered questions from the other Council Members.

(b) Public Comments on item (a).

Comments were received from the following:

- Randy Krahn, who lives at 13119 Frances Street, spoke regarding the area. He advised that parking would be an issue. Mr. Krahn also advised that police patrol, for that area, would also increase.

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

After discussion, Mayor Pro Tem Bostic made a motion for the Director of Public Works/Development Services to review preliminary figures, parking, depth of the pond, and feasibility, and Council Member Guerra seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 7-0.

13.(a) Update and Discussion regarding the wayfinding sign project. (Wood)

Economic Development Administrator Joe Esch provided an update regarding the way-finding sign project. He answered questions from the Council Members.

(b) Public Comments on item (a).

None.

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

No action was taken.

14.(a) Update and Discussion regarding marketing efforts for FIFA event. (Wood)

Economic Development Administrator Joe Esch provided an update regarding marketing efforts for the event. He answered questions from the Council Members.

(b) Public Comments on item (a).

None.

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

No action was taken.

15.(a) Update and Discussion regarding the GRID development. (Wood)

Economic Development Administrator Joe Esch spoke regarding compliance of the economic development agreement for the GRID.

Council Member Herrera exited the meeting at 9:30 p.m.

Mr. Esch answered questions from the Council Members.

Council Member Herrera entered the meeting at 9:36 p.m.

(b) Public Comments on item (a).

None.

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

No action was taken.

17.(a) Approval of Minutes from the March 4, 2026 Regular City Council Meeting.

No discussion was held.

(b) Public Comments on item (a).

None.

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

Council Member Chen made a motion to approve the minutes, as presented, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 7-0.

18.Council Reports.

Mayor Mathew

- Advised that National Vietnam War Veterans Day was on March 29.

Council Member Herrera

- Advised that National Medal of Honor Day was on March 25.

Council Member Chen

- Advised that Women’s History Month was March 1 to 31.
- Advised that she attended the funeral services for Boyd Parker, Director of Recreation Susan Ricks’ father.

Council Member Rosas

- Spoke regarding Boyd Parker’s funeral services and requested a moment of silence.
- Advised that the SMSD Education Foundation was accepting scholarship applications.
- Advised that SMSD Senior Breakfast was on Friday, March 20.
- Advised that the Charter Review Commission meeting was on Thursday, March 19.
- Advised that the Exchange Club would have their Awareness Field on March 30.

Mayor Mathew

- Offered his condolences to the Ricks family and spoke regarding funeral services for Boyd Parker.

Council Member Wood

- Offered his condolences to the Ricks and Parker families.
- Advised that World Down Syndrome Day was on March 21.
- Urged all to be weather aware.
- Advised that the SMSD Explorers returned from their trip to Europe.

Mayor Pro Tem Bostic

- Offered his condolences to the Ricks and Parker families.
- Advised that Kiki Shepard, from Showtime at the Apollo, recently passed.
- Recommended that all obtain CPR training from the American Red Cross.
- Advised that the first day of Spring was on March 20.

Council Member Guerra

- Offered his condolences to the Ricks and Parker families.
- Spoke regarding medal of honors, how they were obtained, and his family members who had received them.
- He asked for a moment of silence for the U.S. soldiers that were killed in Iran.
- Advised that there were four more days to visit the Houston Livestock Show and Rodeo.
- Advised that the St. Thomas Orthodox Church would have a food drive on Friday, March 20, from 2:00 p.m. to 6:00 p.m.
- Advised that the Green Knights would be selling fish dinners every Friday during Lent.

At this time, a moment of silence was held for Boyd Parker and the U.S. soldiers who have been killed in the Iranian war.

19. Council Member requests for future agenda items.

Council Member Rosas requested an agenda item regarding the Clear Channel resolution.

Council Member Guerra requested a discussion item on the reasoning the sound barrier walls were removed from Highway 90A.

Council Member Guerra requested a discussion item regarding holding a town hall meeting to discuss the Stafford Civic Center.

20. Adjournment.

Without objection, the meeting adjourned at 10:00 p.m.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor